



## Certificate of Currency

**CLASS OF BUSINESS:** Association Liability

**POLICY NUMBER:** P\_AL/0/283348/20/L-9

**INSURED NAME:** Capital Woodland And Wetlands Conservation Association Inc

**BUSINESS DESCRIPTION:** Environmental Association

**PERIOD:** From: 1/07/2020 To: 1/07/2021

**LIMIT OF INDEMNITY:** \$5,000,000 Any one claim and in the aggregate

**DEDUCTIBLES:** Including Defence costs by the insured for each claim:

	Nil	Insuring Clause 2.1 (Directors and Officers)
\$	2,500	Insuring Clause 2.2 (a) (Professional Indemnity)
\$	2,500	Insuring Clause 2.2 (b) (Association Reimbursement)
\$	2,500	Insuring Clause 2.2 (c) (Association Liability)
\$	5,000	Insuring Clause 2.2 (d) (Employment Practices)
\$	2,500	Insuring Clause 2.2 (e) (Trustee)
\$	5,000	Insuring Clause 2.2 (f) (Crime)
\$	1,000	Insuring Clause 2.2 (g) (Taxation Investigation)

**RETRO DATE:** Unlimited

**INSURER:** DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's

**SIGNATURE:**

Damien Coates - Chief Executive Officer, DUAL Asia Pacific



LLOYD'S

## Association Liability Insurance Policy

LLOYD'S

WE hereby agree, to the extent and in the manner hereinafter provided, to indemnify or otherwise pay you in respect of the contingencies or events specified in the Sections of the policy. However this policy only applies to those Sections as indicated in the Schedule attached to this policy.

The policy, Schedule, Exclusions and General Conditions shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the policy, Schedule, Exclusions and General Conditions shall bear the same meaning wherever it may appear.

Please read **this policy** and, if it is incorrect, return it immediately for alteration.

A handwritten signature in black ink, appearing to be "R. P. L.", written over a horizontal line.

Signed by DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's



# Association Liability Schedule

All words in CAPITAL LETTERS within the policy or this schedule shall have the meaning given to them in Section 5 of the policy entitled "Definitions".

<b>ITEM 1</b>	<b>POLICY NUMBER :</b>	P_AL/0/283348/20/L-9																																	
<b>ITEM 2</b>	<b>Name of INSURED :</b>	<b>Capital Woodland And Wetlands Conservation Association Inc</b> C/O: SFAS Mutual Brokers Environmental Association																																	
<b>ITEM 3</b>	<b>PERIOD OF INSURANCE:</b>	From: 1/07/2020 To: 1/07/2021 both days at 4.00pm Australian Local Time																																	
<b>ITEM 4</b>	<b>LIMIT OF INDEMNITY :</b>	\$ 5,000,000 For the sake of clarity, all Limits of Indemnity , represent one Limit of Indemnity under the policy. For the purposes of this policy only the below Insuring Clauses are active:																																	
		<table border="0"> <tr><td>Included</td><td>All such claims under Section 2.2(a)</td><td>Professional Indemnity</td></tr> <tr><td>Included</td><td>All such claims under Section 2.2(b)</td><td>Association Reimbursement</td></tr> <tr><td>Included</td><td>All such claims under Section 2.2(c)</td><td>Association Liability</td></tr> <tr><td>Included</td><td>All such claims under Section 2.2(d)</td><td>Employment Practices</td></tr> <tr><td>Included</td><td>All such claims under Section 2.2(e)</td><td>Trustee</td></tr> <tr><td>Included</td><td>All such claims under Section 2.2(f)</td><td>Crime</td></tr> <tr><td>Included</td><td>All such claims under Section 2.2(g)</td><td>Taxation Investigation</td></tr> </table>	Included	All such claims under Section 2.2(a)	Professional Indemnity	Included	All such claims under Section 2.2(b)	Association Reimbursement	Included	All such claims under Section 2.2(c)	Association Liability	Included	All such claims under Section 2.2(d)	Employment Practices	Included	All such claims under Section 2.2(e)	Trustee	Included	All such claims under Section 2.2(f)	Crime	Included	All such claims under Section 2.2(g)	Taxation Investigation												
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	<b>SUBLIMITS :</b>	If the Deductibles section states "Not Included", there is no cover under that Insuring Clause and/or Additional Benefit.																																	
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<b>ITEM 6</b>	<b>RETROACTIVE DATE :</b>	Unlimited Excluding any known claims or circumstances																																	
<b>ITEM 7</b>	<b>Date of PROPOSAL:</b>	30/06/2020																																	
<b>ITEM 8</b>	<b>ADDITIONAL BENEFITS</b>	3.1 Reinstatement of INDEMNITY LIMIT 3.2 Continuous Cover 3.3 Fraud and Dishonesty 3.4 Loss of Documents 3.5 Defamation 4.1 Heirs, Estates and Legal Representatives 4.2 Committees 4.3 Official Investigations and Inquiries 4.4 Automatic Reinstatement of the Limit of Liability For Non-Executive Directors 4.5 Discovery Period 4.6 Retirement Cover 4.7 Outside Directorship Cover 4.8 New Subsidiary Cover																																	



# Association Liability Schedule

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- 4.9 Former Subsidiary Cover
- 4.10 Occupational Health and Safety
- 4.11 Statutory Liability Extension
- 4.12 Public Relations Cover
- 4.13 Order Of Payment
- 4.14 Positive Defence Costs For Claims
- 4.15 Continuous Cover
- 4.16 Crisis Containment
- 4.17 Emergency Defence Costs

**ITEM 9 Optional Extensions:** No optional extension to apply

**ITEM 10 POLICY Wording:** DUAL Australia Steadfast Association Liability Wording 0509.pdf

**ITEM 11 Endorsements attached at inception:**

### **118AL Sanctions Limitation Exclusion**

It is agreed that this policy is amended to include the following Exclusion.

WE will not cover the insured for or in connection with any claim arising out of or in any way connected with any matters where the provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Except as otherwise provided in this endorsement, the Insuring Clause and all other POLICY terms and conditions shall have full force and effect.

### **120AL Whistleblower Hotline Access Endorsement**

It is agreed that this POLICY is amended to include the following Additional Benefit:

Whistleblower Hotline Access

The ASSOCIATION and their internal and external stakeholders are hereby entitled to access the DUAL WHISTLEBLOWER HOTLINE throughout the INSURANCE PERIOD.

DUAL WHISTLEBLOWER HOTLINE means the use of a dedicated toll-free number to report suspected incidents and misconduct. The dedicated toll-free number will be provided when the POLICY is purchased, together with a detailed fact sheet regarding how the insured can use the DUAL WHISTLEBLOWER HOTLINE.

Please note that for the purposes of this Endorsement only, terms appearing in capital letters have a defined meaning in the POLICY.

Except as otherwise provided in this Endorsement, the Insuring Clause and all other POLICY terms and conditions have full force and effect.

### **Lloyds/AFCA Contact Information Endorsement**

It is agreed that the following endorsement has been applied:

It is hereby noted and agreed that any reference to Lloyd's Australia address is amended to the following:

Lloyd's Australia Limited  
Level 9  
1 O'Connell Street  
Sydney NSW 2000  
Australia

Furthermore, it is hereby noted and agreed that any reference to the Financial Ombudsman Service (Australia) and its contact details are amended as follows:

Australian Financial Complaints Authority  
Post: GPO Box 3  
Melbourne VIC 3001  
Phone: 1800 931 678  
Email: info@afca.org.au

More information can be found on their website: [www.afca.org.au](http://www.afca.org.au)

In all other respects, the policy remains unchanged.

### **70AL Client Specific Endorsement**

It is agreed that this POLICY is amended to include the following Exclusion:

WE will not cover the INSURED, including for DEFENCE COSTS or other LOSS, in respect of any CLAIM or liability arising from or directly or indirectly attributable to or in consequence of matter listed on ProRisk claims report dated 19/05/2020.



## Association Liability Schedule

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Please note that for the purposes of this Endorsement only, terms appearing in capital letters have a defined meaning in the POLICY.

Except as otherwise provided in this Endorsement, the Insuring Clause and all other POLICY terms and conditions shall have full force and effect.

**ITEM 12 Underwriters:** DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's  
Unique Market Reference  
Association Liability: B0775UPD05820A

**Signed:**

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Signed by DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's