

## Schedule of Insurance

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<b>Class of Policy:</b>	Sports Liability, Professional Indemnity & Management Liability Insurance	<b>Policy No:</b>	ATCSL-63429
<b>The Insured:</b>	Pickleball Australia Association Ltd	<b>Invoice No:</b>	171800
		<b>Our Ref:</b>	47345

### Combined Liability Insurance

<b>Insurer:</b>	XL Insurance Company SE, Australia Branch (ABN 36 083 570 441)
<b>Policy Number:</b>	ATCSL-63429
<b>UMR:</b>	B0334SC3342023695
<b>Issued by:</b>	ATC Insurance Solutions Pty. Ltd. as agent for the Insurer
<b>Insured:</b>	Pickleball Association Australia Ltd Including Pickleball South Australia Association Inc; Pickleball Association of Queensland Inc; Pickleball Association of Western Australia Inc; Pickleball Association of ACT, Pickleball Association of NSW Inc; Pickleball Victoria Incorporated; Pickleball Association Tasmania Inc and All Affiliated Member Clubs including their members
<b>Period of Insurance:</b>	<b>From:</b> 01 Mar 2024 <b>To:</b> 01 Mar 2025 4:00pm local standard time
<b>Policy Wording:</b>	Combined Liability incl Management Liability Policy Wording WRD127 v2.3
<b>Business Activities:</b>	Pickleball
<b>Address/Situation:</b>	55 MaCaul Street INDOOROPILLY QLD 4068
<b>Participants:</b>	14,867
<b>Policy Territory:</b>	Worldwide excluding USA & Canada

### Limits of Indemnity

**Meaning of terms:** 'Not Included' means that this section is not insured in this quotation/placement

#### Sum Insured:

##### Section 1

Professional Indemnity: \$1,000,000 each and every Occurrence and in the aggregate

Retroactive date: The latest of the following dates (1) Date Insured registered as a business, (2) Date from which the Insured has continuously held Professional Indemnity cover, or (3) 5 years prior to policy inception.

##### Section 2

Public Liability: \$20,000,000 each and every Occurrence

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Products Liability: \$20,000,000 each and every Occurrence and in the aggregate

### Section 3

Management Liability: \$1,000,000 each and every Occurrence and in the aggregate

Retroactive date: The latest of the following dates (1) Date Insured registered as a business, (2) Date from which the Insured has continuously held Management Liability cover, or (3) 5 years prior to Policy inception

**Excess:** \$500 each and every Occurrence

**Excess (Section 3):** \$500 each and every Claim

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### **Special Provisions and Endorsements:**

#### **Coaches/Instructors First Aid Qualification Requirement**

It is agreed and understood that all trainers, coaches and instructors hold and maintain a current nationally recognised qualification in first aid (HLTAID11 Provide First Aid, or any subsequent amendments to that Unit of Competency as issued by training.gov.au or any Unit of Competency or regulation that replaces that Unit of Competency or the relevant provisions of that Unit of Competency) and undertake any ongoing training required by the governing body, association or law, or the Insured.

In the event of breach of the above conditions, We may reduce or refuse Our liability under this Policy to the extent of any prejudice suffered by Us arising from the breach of the above conditions.

#### **Contractors/Sub-Contractors Endorsement**

It is hereby agreed and understood that all Contractors, Subcontractors, security, stall holders and third-party performers have their own liability insurance with a minimum limit of indemnity of \$10,000,000 unless specifically stated elsewhere in this Policy.

It is the responsibility of the Insured to check that such cover is in force and to obtain and retain a copy of certificates of currency. All relating records are to be kept on file by the Insured and made available to the Insurer at any time on reasonable notice of the Insurer.

In the event of breach of the above conditions, We may reduce or refuse Our liability under this Policy to the extent of any prejudice suffered by Us arising from the breach of the above conditions.

#### **Qualified Instructors Requirement**

It is hereby agreed and understood that any fitness, training, coaching or exercise activities in connection with the Business Activities of the Insured are undertaken by a Qualified Instructor.

**Qualified Instructor** means an individual who has obtained and holds current recognised qualifications in a particular sport or other speciality area which allows them to supervise, train, coach or instruct in that sport or area.

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In the event of breach of the above conditions, We may reduce or refuse Our liability under this Policy to the extent of any prejudice suffered by Us arising from the breach of the above conditions.

### **Event Organisers Condition**

It is hereby agreed and understood that the following activities or similar activities must be carried out or arranged on behalf of the Insured by bona-fide Contractor(s) or Sub-Contractor(s) that, if regulations require, is licensed, with Public Liability insurance valid for the duration of the event and such insurance must be to a minimum limit of indemnity of \$20,000,000.

- (a) Erection of stands, stages, platforms, rigs or other similar structures;
- (b) Security or crowd control or stewarding;
- (c) Work above 3 metres in height from the stage or floor or ground;
- (d) Use of fireworks or pyrotechnics;
- (e) Installation of temporary seating;
- (f) Amusement rides;
- (g) Use of inflatables of any kind;

It is the responsibility of the Insured to check that such cover is in force and to obtain and retain a copy of certificates of currency. All relating records are to be kept on file by the Insured and made available to the Insurer at any time on reasonable notice of the Insurer.

In the event of breach of the above conditions, We may reduce or refuse Our liability under this Policy to the extent of any prejudice suffered by Us arising from the breach of the above conditions.

### **Participant to Participant Extension**

It is hereby agreed and understood that General Exclusion 13, Participant to participant, is removed from this Policy.

### **Endorsement 1 - Premium Instalments**

It is hereby noted and agreed that the following premium instalments will be payable under this Policy on the dates specified:

- 1st March 2024 - \$20,884.25 plus charges
- 30th June 2024 - \$20,000 plus charges

**In all other respects, the policy is unaltered.**

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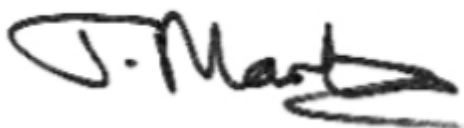
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### THE UNDERWRITER:

XL Insurance Company SE, Australia Branch (ABN 36 083 570 441)

This Schedule and Endorsements and Policy Wording shall be read together as one Contract.  
Marginal notes and Headings are used for identification and do not form part of the Policy Wording.



Signed: \_\_\_\_\_  
for and on behalf of ATC Insurance Solutions Pty. Ltd.  
acting as agent for the Underwriter as specified above

Date: 06 March 2024

### TAX INVOICE

This document becomes a Tax Invoice for GST when payment is made. Where your broker issues you a Tax Invoice, which included an amount for this supply of insurance, your payment is made against the broker's invoice and this document does not become a Tax Invoice.

If you are registered for GST purposes, your input tax credit entitlement is or is based on the GST amount shown above. Please note that in accordance with the GST law relating to insurance premiums the GST amount may be less than 1/11<sup>th</sup> of the total amount payable.

### OUR CONTRACT WITH YOU

The terms of cover are contained in this Policy, the Schedule and any attachments to the Schedule.

You should keep all of the Policy documents in a safe place.

### YOUR DUTY OF DISCLOSURE

Before you enter into an insurance contract, you have a duty, under the Insurance Contracts Act 1984 (Cth), to tell Us anything that you know, or could reasonably be expected to know, may affect Our decision to insure you and on what terms.

You have this duty until We agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

- diminishes or reduces the risk We insure you for; or
- is common knowledge; or
- We know or, in the ordinary course of Our business, should know as an insurer; or
- We waive your duty to tell Us about.

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### If you do not tell Us something

If you do not tell Us anything you are required to, We may cancel your contract or reduce the amount We will pay you if you make a claim, or both. If your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

### **CANCELLATION**

You may cancel your policy at any time by writing to us at Level 4, 451 Little Bourke Street, Melbourne, 3000 and advising us that you wish to cancel your policy. The cancellation will take effect from the date we receive such notice in writing. We will be entitled to retain premium which applies for the time on risk and an amount for our expenses subject to minimum premium provisions and any relevant government taxes and/or charges.

We may cancel your policy in any of the circumstances set out in, and in the manner allowed by, the Insurance Contracts Act 1984. We will advise you in writing if the Policy is cancelled by us.

### **CLAIMS MANAGEMENT**

The name and address to whom the Insured should direct all claims and other enquiries:

ATC Insurance Solutions Pty Ltd  
Level 4, 451 Little Bourke St,  
Melbourne,  
Victoria 3000,  
Australia

Please contact the ATC Insurance claims team to obtain a claim form or if you have any questions or require assistance on 1800 994 694.

### **COMPLAINTS & DISPUTE RESOLUTION**

There are established procedures for dealing with complaints and disputes regarding your policy or claim. These services are free to all policyholders and may be of assistance, should the need arise.

If you have any concerns or wish to make a complaint in relation to this Policy, Our services or your insurance claim, please contact Us using the details below, and We will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure.

ATC's Internal Dispute Resolution Officer  
ATC Insurance Solutions  
info@atcis.com.au  
(03) 9258 1777  
Level 4, 451 Little Bourke Street Melbourne VIC 3000

We will acknowledge receipt of your complaint and do Our utmost to resolve the complaint to your satisfaction within 10 business days. Where We are unable to do so, Our final decision will be provided to you within 30 calendar days of the date on which you first made the complaint.

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You may refer your complaint to the Australian Financial Complaints Authority (AFCA) at any time, and if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint. AFCA's contact details are as follows:

Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001  
Telephone: 1800 931 678  
Web: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)

Should you choose to refer your complaint to AFCA, you must do so within 2 years of Our final decision.

### PRIVACY

In this Privacy statement "we", "us" and "our" means ATC acting under a binder as the Insurers agent and "you" or "your" means any individual whose personal information we collect for the purposes of the Policy.

We are bound by the requirements of the Privacy Act 1988 (Cth), which set out standards on the collection, use, disclosure and handling of personal information.

Personal information is essentially any information or an opinion about an identified individual, or an individual who is reasonably identifiable. See the Privacy Act for full details of what constitutes personal information.

Our Privacy Policy is available at [www.atcis.com.au](http://www.atcis.com.au) or you can contact us as follows:-

ATC Insurance Solutions Pty Ltd  
Level 4, 451 Little Bourke Street  
Melbourne VIC 3000  
Telephone: 03 9258 1777

For information about how the Insurer processes your personal information, please see its full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

If you have questions or concerns regarding the way in which your personal information has been used, please contact: [privacyaustralia@axaxl.com](mailto:privacyaustralia@axaxl.com).

We, and our agents, need to collect, use and disclose your personal information in order to consider your application for insurance and to provide the cover you have chosen, administer the insurance and assess any claim and to make special offers of other services and products provided by us or those we have an association with, that might be of interest to you. You can choose not to provide us with some of the details or all of your personal information, but this may affect our ability to provide the cover, administer the insurance or assess a claim.

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We may disclose your personal information to third parties (and/or collect additional personal information about you from them) who assist us in providing the above services and some of these are likely to be overseas recipients, including in the United Kingdom. Who they are may change from time to time. You can contact us for details.

These third parties, which include our related entities, distributors, agents, insurers, claims investigators, assessors, lawyers, medical practitioners and health workers, Lloyd's Regulatory Division and anyone either of us appoint to review and handle complaints or disputes, any other parties where permitted or required by law and federal or state regulatory authorities, including Medicare Australia and Centrelink, will only use the personal information for the purposes we provided it to them for (unless otherwise required by law).

Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (eg from your representatives or co-insureds or through websites from data you input directly or through cookies and other web analytic tools). If you provide information for another person you represent to us that:

you have the authority from them to do so and it is as if they provided it to us; and

you have made them aware that you will or may provide their personal information to us, the types of third parties we may provide it to, the relevant purposes we and the third parties we disclose it to will use it for, and how they can access it.

If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

By providing us with personal information, you and any person you provide personal information for, consent to these uses and these disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with please contact ATC.