

RSL Service Team

8 January 2024

Marsh Advantage Insurance Pty Ltd
ABN 31 081 358 303
Collins Square
727 Collins Street
Melbourne 3008
Tel +61 3 9613 1415
Fax +61 3 9614 3600
www.marshadvantage.com.au
rsl@marsh.com

Certificate of Currency Public & Products Liability

Our Ref: 109534

This certificate of currency provides a summary of the policy cover and is current on the date of issue. It is not intended to amend, extend, replace or override the policy terms and conditions contained in the actual policy document. This certificate of currency is issued as a matter of information only and confers no rights upon the certificate holder. We accept no responsibility whatsoever for any inadvertent or negligent act, error or omission on our part in preparing these statements or in transmitting this Certificate by email or for any loss, damage or expense thereby occasioned to any recipient.

INSURED

The Naval Association of Australia including Sections, Sub-Sections and Affiliates and/or its/their subsidiary and/or related bodies corporate, as defined in the Corporations Act 2001, (including those acquired or incorporated during the Period of Insurance) for their respective rights and interests.

ABN AND ITC DETAILS

ABN To Be Advised ITC 0.00%

BUSINESS

Veterans Association

PERIOD OF INSURANCE

From: 1 August 2023 at 4 PM Local Standard Time

To: 1 August 2024 at 4 PM Local Standard Time Any subsequent period for which the Insured has requested and the Insurer has accepted renewal.

INTEREST INSURED

All sums which the Insured shall become legally liable to pay to for Compensation (including but not limited to Additional Payments and expenses and amounts owing or liability incurred in respect of or arising out of a claim for recovery or contributions made pursuant to any legislation) in accordance with the law of any country or assumed under contract or agreement in respect of:

- a) Personal Injury
- b) Property Damage
- c) Advertising Liability

first happening during the Period of Insurance as a result of an Occurrence within the Territorial Limits as stated herein and happening in connection with the Insured's Business or Products.

LIMITS OF LIABILITY

The limit of the Insurer's liability:

- (i) shall apply exclusive of indemnity provided for under Additional Payments;
- (ii) shall not exceed the following amounts except as otherwise provided in the Policy;

(A) General Liability

\$20,000,000 any one Occurrence or series of Occurrences arising from one originating cause.

(B) Product Liability

\$20,000,000 any one Occurrence or series of Occurrences arising from one originating cause and in the aggregate during the Period of Insurance.

(C) Advertising Liability

\$20,000,000 any one Occurrence or series of Occurrences arising from one originating cause.

Should more than one Limit of Liability be applicable to any one Occurrence in respect of (A) and (C) above, such Limits of Liability shall not be aggregated - the highest single Limit of Liability only shall apply.

SUB-LIMITS OF LIABILITY

\$500,000 Care Custody or Control

DEDUCTIBLE(S)

\$1,000 any one Occurrence

\$25,000 each and every Occurrence with respect to injury to contractors, sub-contractors, employees of any contractors or subcontractors, labour hire personnel, worker to worker claims, workers' compensation recovery actions. 'worker to worker claim' means a claim made by an injured worker (as defined by any relevant workers' compensation legislation or similar scheme) against any Insured other than the injured worker's employer.

POLICY FORM

MMA_CGL_V3.0

TERRITORIAL LIMITS

Anywhere in the world except with respect to the United States of America, Canada and their respective territories and protectorates or any other territory coming within the jurisdiction of the courts of these countries where this Policy will only apply in respect of the Insured's Product exported into and/or travelling executives and salespersons within such countries and be subject to the Limit of Liability as stated in the Placing Schedule.

ENDORSEMENT(S)

60. CGU Asbestos Exclusion Amendment

Exclusion 5.1 Asbestos is deleted and replaced by the following:

5.1 Asbestos

Personal Injury or Property Damage caused by, arising out of or in connection with the use or presence of asbestos.

62. CGU Contractual Liability Exclusion

The Insurer shall not be liable in respect of liabilities assumed by the Insured under any contract or agreement but this

Exclusion shall not apply to:

- (a) liabilities assumed under a lease or rental agreement in respect of real or personal property other than a liability that assumes Property Damage to such property unless implied by law in the absence of such lease or rental agreement; or
- (b) liabilities assumed by the Insured under a warranty of fitness or quality as regards the Insured's Products; or
- (c) liabilities which would have been implied by law in the absence of such contract or agreement; or
- (d) contracts specifically designated in any endorsement hereon.

66. CGU Pollution Exclusion Amendment

Exclusion 5.10 Pollution of this Policy is deleted and replaced by the following:

5.10 Pollution

liability for Personal Injury or Property Damage caused by or arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants or the cost of removing, nullifying or cleaning up of Pollutants but this Exclusion 5.10 does not apply if the actual discharge, dispersal, release or escape arises from a sudden identifiable, unintended and unexpected happening which takes place in its entirety at a specific time and place, which occurs outside the United States of America, the Dominion of Canada and their respective territories and protectorates or any other territory coming within the jurisdiction of the courts of these countries and is not indemnified in more than one Period of Insurance.

69. CGU Terrorism Exclusion

This Policy does not cover liability in respect of:

Personal Injury or Property Damage directly or indirectly caused by or contributed to, by or arising from or happening through or in connection with any act of Terrorism.

"Terrorism" is defined as being an act, which may include but is not limited to an act involving the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear. In accordance with the Terrorism Insurance Act 2003, this Exclusion will not apply in respect of an act deemed by the Federal Treasurer to be a declared terrorist incident.

CGU/MMA Communicable Disease Exclusion

The following additional Exclusion is added to the Policy:

Communicable Disease

any loss, destruction, damage, liability, cost, expense or any other amounts (whether actual or alleged), directly or indirectly caused by, or contributed to by, or in consequence of, or in any way connected with any:

- a) disease determined to be a Listed Human Disease or in respect of which a Human Biosecurity Emergency is declared under the Biosecurity Act 2015 (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation;
- b) outbreak of infectious disease declared as a pandemic or epidemic by the World Health Organization or any Australian government or Australian government agency; or
- c) outbreak of infectious disease determined by the World Health Organization to be a Public Health Emergency of International Concern (PHEIC).

CGU Cyber Exclusion

The following additional Exclusion is added to the Policy: CYBER Any liability:

- (a) arising out of Property Damage, defamation, humiliation, shock, fright, mental anguish, mental injury or breach of privacy directly or indirectly caused by, contributed to by or as a consequence of a Cyber Act;
- (b) arising out of the Insured's Products directly or indirectly caused by, contributed to by or as a consequence of a Cyber Act;
- (c) directly or indirectly caused by, contributed to by or as a consequence of Electronic Data Loss caused by a Cyber Act; or

(d) directly or indirectly caused by, contributed to by or as a consequence of an act, error or omission by or on behalf of the Insured in controlling, preventing, suppressing, retaliating against or responding to a Cyber Act or Electronic Data Loss caused by a Cyber Act. However, this exclusion does not apply to claims for: e) Personal Injury, excluding mental anguish or mental injury; f) Property Damage, excluding Electronic Data; or g) Advertising Injury, directly caused by a Cyber Act. For the purpose of this additional Exclusion only, the following definitions apply: **Computer System** means any computer, hardware, software, communications system (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Electronic Data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party. **Cyber Act** means any actual or alleged illegal, malicious, reckless, wilful or criminal act or series of related illegal, malicious, reckless, wilful or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or

operation of any Computer System. **Electronic Data** means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment. In all other respects the Policy remains unaltered.

Schedule of Locations (as at Insert date)

INSURER	PROPORTION	POLICY NUMBER
Insurance Aust Ltd T/a CGU	100.000%	10M8211122

RSL Service Team