

Excess Liability Policy



Liberty
International
Underwriters

Policy Schedule

- 1. POLICY NUMBER:** ME-CAS-17-414204
- 2. INSURED:**
- Insured 1**
Cricket clubs, affiliations, and associations participating within organised club competitions of each State and Territory including all members, regional boards, employees, players, officials, volunteers, trainers, umpires, referees, coaches, directors, officers, committees, sub-committees and work experience students including subsidiary or controlled companies
- Insured 2**
Cricket Australia, ACT Cricket Association, Northern Territory Cricket Association, South Australian Cricket Association, Victorian Cricket Association, Western Australian Cricket Association, Queensland Cricket Association, New South Wales Cricket Association, Tasmanian Cricket Association, Adelaide Strikers, Brisbane Heat, Hobart Hurricanes, Melbourne Renegades, Melbourne Stars, Perth Scorchers, Sydney Sixers, Sydney Thunder, Crusaders Cricket, The Lord's Taverners Australia, Transplant Cricket Australia, their employees, directors and officers including subsidiary or controlled companies now or previously existing or hereafter formed or acquired.
- 3. PERIOD OF INSURANCE:** From: 30th June 2017 at 4.00pm local standard time
To: 30th June 2018 at 4.00pm local standard time
- 4. INSURED'S BUSINESS:**
- Insured 1**
Principally administration, participation and promotion of Cricket throughout Australia and all club related social and similar activities organised by the Insured including property owners/occupiers and all associated activities, past or present.
- Insured 2**
Principally the controlling bodies for Australian, State and Territory cricket, organising and conducting cricket competitions, training and coaching, participating in overseas and domestic cricket competitions, licensor of rights associated with telecasts, merchandising, organising cricket related events, promotion and development of community cricket, stadium and property owners and occupiers.
- 5. LIMIT OF INDEMNITY:** AUD25,000,000 any one occurrence in respect of public liability and in the aggregate during the Period of Insurance in respect of product liability
- In excess of the Underlying Insurance described in Item 6 below but in no event for any claim or loss until such claim or loss exceeds AUD25,000,000 any one occurrence in respect of public liability and in the aggregate during the Period of Insurance in respect of product liability.
- 6. SCHEDULE AND DESCRIPTION OF UNDERLYING POLICY(IES):**

Insurer and Policy Type	Policy Period	Limit
(Lead) Public & Products Liability Liberty International Underwriters Policy No: MECAS17401369	30 th June 2017 – 30 th June 2018	AUD25,000,000 any one Occurrence in respect of public liability and in the aggregate during the Period of Insurance in respect of product liability.

7. POLICY WORDING: LIU Excess Liability Policy form LIU-AUS-CAS-XOL-3000002

8. PREMIUM: As agreed.

This Schedule attaches to and forms part of LIU Excess Liability Policy Form LIU-AUS-CAS-XOL-3000002 and is valid only if it is signed and dated below by a person duly authorised by Liberty International Underwriters.




2nd August 2017

For and on behalf of
Liberty International Underwriters

Date

Excess Liability Policy

In consideration of the premium being paid by the Insured to Liberty International Underwriters (hereinafter called LIU) and in reliance upon the written statements and declarations contained in the proposal or insurance broker's quotation submission, LIU agrees to indemnify the Insured in accordance with the attached Schedule, Policy Wording and endorsements (where applicable).

Whereas the Insured named in this Policy carrying on the Business as described in the Schedule for the purposes of this insurance has applied to LIU for the insurance hereinafter contained and has paid or agreed to pay the Premium in consideration for such insurance and the underlying insurer(s) has issued to the Insured the underlying policy(ies) of liability insurance.

Now this Policy witnesseth that subject to the terms contained herein or endorsed hereon, LIU will indemnify the Insured in accordance with the applicable terms, exceptions, conditions and endorsements of the underlying policy(ies) on a follow form basis with which this Policy shall run concurrently.

Provided that such loss is covered by, or but for the relevant limit of indemnity, would have been covered by the underlying policy(ies) and LIU shall only be liable after the underlying insurer(s) has paid or has been held legally liable to pay the respective limit of indemnity under the underlying policy(ies) and then only up to the Limit of Indemnity as provided for in the Schedule.

The liability of LIU for all sums which the Insured shall become legally liable to pay by way of compensation in respect of any one occurrence or series of occurrences arising from one originating cause shall not exceed the Limit of Indemnity stated in the Schedule or such amount(s) as may be substituted therefore by endorsement or memorandum hereon or attached hereto.

The insurance afforded by this Policy shall follow that of the underlying policy(ies) provided that:

1. LIU shall not be obliged to assume charge of the settlement or defence of any claim or suit brought or proceedings instituted against the Insured, but LIU shall have the right and be given the opportunity to participate with the Insured or the Insured's underlying insurer(s), or both, in the defence and control of any claim, suit or proceedings relative to an occurrence where the claim or suit or proceedings involve or appears reasonably likely to involve LIU in which event the Insured, the underlying insurer(s) and LIU shall co-operate in all things in the defence and control of such claim, suit or proceedings.
2. The Insured shall co-operate with the underlying insurer(s) as required by the terms of the underlying policy(ies), and comply with all the terms and conditions thereof, and shall enforce any right of contribution or indemnity against any person, corporation or organisation who may be liable to the Insured in respect of any occurrence.
3. The Insured shall not, without LIU's written consent, make any admission, offer, promise or payment in connection with any occurrence or claim. In the event that the amount of the excess loss becomes certain either through trial, court judgement or agreement among the Insured, the claimant and LIU, then the Insured may pay the amount of excess loss to the claimant to effect settlement and upon submission of due proof thereof, LIU will, upon request of the Insured, pay such amount to the Insured.

Definitions

1. "LIU" means Liberty International Underwriters. Liberty International Underwriters is a trading name of Liberty Mutual Insurance Company (ABN 61 086 083 605) incorporated in Massachusetts, USA (The liability of members is limited).
2. "Asbestos" means:
 - 2.1 That group of natural fibrous silicate minerals that comprises Actinolite, Amosite, Anthophyllite, Chrysotile, Crocidolite and Tremolite.
 - 2.2 That group of man made mineral fibres that comprises mineral wool, rockwool, glass fibre, ceramic fibres and superfine fibres.

And includes Asbestos Products and Products containing Asbestos.

3. "Terrorism" means an act or acts:
 - 3.1 That are violent in nature or are dangerous to human life:
 - 3.1.1 That are a violation of the criminal laws of the United States of America or Australia or of any State or Territory of the United States of America or Australia or that would be a criminal violation if committed within the jurisdiction of the United States of America or Australia or any State or Territory of the United States of America or Australia and that have the apparent intent of:
 - 3.1.1.1 Intimidating or coercing any civilian population;
 - 3.1.1.2 Influencing the policy of any government by intimidation or coercion; or
 - 3.1.1.3 Affecting the conduct of any government by mass destruction, assassination, or kidnapping,

Or

- 3.2. That result in:
 - 3.2.1 The denial of access to or services from web sites, computer networks, or telecommunications equipment; or
 - 3.2.2 The malfunction or degradation of web sites, computer networks, telecommunications equipment, mechanical equipment, or the interruption to the functioning of web sites or such properties,

And that have the apparent intent of intimidating or coercing any civilian population or influencing the policy of any government by intimidation or coercion.

Premium

The premium for this Policy is the amount stated in item 8 of the Schedule. Unless the premium is minimum and non adjustable, the premium for this Policy shall be based upon the turnover and/or wageroll from all operations of the Insured during the Period of Insurance. Upon expiration of each Period of Insurance, or if terminated sooner, the actual amount of turnover and/or wageroll during such Period shall be declared to LIU, and the earned premium shall be calculated thereon at the prevailing rate. Such earned premium shall immediately become due and payable to LIU.

Underlying Policy(ies)

The Insured shall maintain in full effect the underlying policy(ies) and renewals or replacements thereof with limits of indemnity as stated in the attached Schedule during this Period of Insurance, except for any reduction or exhaustion of the aggregate limit or limits contained in such policies solely by payment of claims arising out of losses which happened during the Period of Insurance. Failure to comply with the foregoing or bankruptcy or insolvency of any of the underlying insurer(s) or the Insured shall not of itself invalidate this Policy but in the event of such circumstances LIU shall be liable only to the extent that it would have been liable had such circumstances not existed during the Period of Insurance.

Notice of Changes

The Insured shall give LIU written notice as soon as practicable of any change in the scope of coverage or in the amount of limits, or any material change in the risk under any underlying policy(ies), and of the termination of any coverage or exhaustion of aggregate limits of any underlying policy(ies). Failure to give such notice may entitle LIU to rely upon the cancellation provisions of the Insurance Contracts Act 1984 (as amended).

Notice of Loss

The Insured shall give notice in writing to LIU as soon as practicable of every occurrence, and shall immediately forward to LIU information relevant to such occurrence received or held by the Insured or his representative, in particular every demand, writ, summons, proceedings, impending prosecution, inquest and all information in relation thereto which may exceed 25% of the applicable amount as described in the underlying policy(ies).

Step-Down Provision

LIU hereby agrees that if by reason of the payment of any claim or claims by the underlying insurer(s) during the Period of Insurance, the amount of indemnity provided by such underlying policy(ies) is partially reduced, then this Policy shall apply in excess of the underlying policy(ies) until expiry thereof and subject to the terms and conditions of the underlying policy(ies), but subject always to any exclusions or terms and conditions forming part of this Policy or endorsements that may be attached to this Policy.

Costs Clause

LIU will pay in connection with the defence and/or settlement of claims brought against the Insured all costs and expenses incurred with the written consent of LIU in the proportion that LIU's limit of indemnity in respect of such claim bears to the total amount payable, provided that any such expenses to be paid by LIU must relate directly to the indemnity provided by LIU under this Policy.



Non-Concurrence

The non-concurrence period of any underlying policy(ies) will not extend coverage under this Policy nor be considered as reducing or exhausting the aggregate limit or limits contained in such policies.

Policy Interpretation in Accordance with the Laws of Australia

This Policy shall be interpreted in accordance with the laws of Australia and all claims for indemnity under this Policy shall be decided in accordance with those laws. All matters arising from or relating to the construction, operation or interpretation of the Policy shall be submitted to the exclusive jurisdiction of the Australian Courts.

Cancellation

The cancellation provisions applicable to the underlying policy(ies) shall apply in all respects to cancellation of this Policy and further, upon the underlying insurer(s) failing to continue as valid insurer due to exhaustion of the aggregate limit solely by payment of claims or bankruptcy or insolvency of the underlying insurer(s), LIU shall be entitled upon expiry of the Period of Insurance to rely upon the cancellation provisions of the Insurance Contracts Act 1984 (as amended).

Electronic Communications

Each Insured agrees that LIU may issue by electronic mail or post any notices required to be given under the Insurance Contracts Act or otherwise.

Breach of Applicable Law

Notwithstanding anything else to the contrary in the Policy, whenever coverage provided by this Policy would be in violation of any applicable economic, trade or other sanction or law, such coverage shall be null and void and LIU has no obligation to pay a claim if to do so would breach that sanction or law.

Liberty Mutual AGM

Liberty International Underwriters is a trading name of Liberty Mutual Insurance Company ("LMIC"), a stock insurance company incorporated in Massachusetts USA. LMIC is an indirect subsidiary of Liberty Mutual Holding Company Inc. ("LMHC"), a Massachusetts USA mutual holding company. NOTICE IS HEREBY GIVEN that the annual meeting of LMHC is held on the second Wednesday in April of each year at ten o'clock in the morning, local time, at LMHC's office at 175 Berkeley Street, Boston, Massachusetts USA. This notice is for members of LMHC only. One becomes a member of LMHC by virtue of being a policyholder of LMIC. Membership rights terminate when one ceases to be a policyholder of LMIC. Members of LMHC may request a copy of LMHC's annual financial statements, which are posted on Liberty Mutual's website at www.libertymutual.com, by writing to Liberty Mutual Holding Company Inc., 175 Berkeley Street, Boston, Massachusetts 02116.

Notices

All notices required or permitted to be given hereunder shall be sufficiently given if delivered personally, sent by prepaid registered post, transmitted by facsimile telecommunication or sent by electronic mail.

Any notice to or by a party to this Policy that is:

1. Delivered personally to the party to whom it is addressed shall be deemed to have been given and received on the day and at the time it is so delivered;
2. Transmitted by facsimile telecommunication shall be deemed given and received on the day of its completed transmission as verified by the sending facsimile telecommunication machine;
3. Posted shall be deemed to have been given and received on the second day following the date of its posting, but if made or given to or from an address outside Australia, on the tenth day, whether delivered or not;
4. Sent by electronic mail shall be deemed to have been received at the time it leaves the sender's information system subject to any autoresponder email message notifying the sender that the electronic mail is undelivered or the addressee does not have electronic mail access,

But if the delivery or receipt is on a day which is not a business day or is after 4.00pm (addressee's time) it is deemed to have been received at 9.00am on the next business day

A party may by written notice to the other party change its postal address, electronic mail address or its facsimile telecommunication number.

Exclusions Applicable to all Coverages Under This Policy

Regardless of the provisions of any underlying policy(ies), this Policy does not cover liability directly or indirectly caused by, arising out of or in any way connected with:

1. Asbestos.
2. Any liability which is the subject of a sub-limit as part of any underlying policy(ies) or any other insurance collectible by the Insured.
3. And regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - 3.1 War and military action which includes without limitation the following:
 - 3.1.1 War, including undeclared or civil war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), military or usurped power or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government or public or local authority;
 - 3.1.2 Warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;

- 3.1.3 Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- 3.2. Any actual or threatened act of domestic or international Terrorism committed by a person or persons acting:
 - 3.2.1 Alone or on behalf of or in connection with any organisation; or
 - 3.2.2 With the goal of furthering any political, social, religious, ideological or similar objective.
- 3.3 Action taken to prevent or defend against an act of Terrorism.

If an act of Terrorism involves chemical or biological weapons, this Terrorism exclusion will still apply.

If an act of Terrorism involves nuclear reaction, nuclear radiation, or radioactive contamination, this Terrorism exclusion will apply to liabilities that result from such nuclear reaction or radiation or radioactive contamination in place of any more specific exclusion in the underlying policy(ies).

Signed on behalf of Liberty International Underwriters



2nd August 2017

For and on behalf of
Liberty International Underwriters

Date