(Extract from the AFAs Insurance Policy Cover written by CGU Insurance).

Section 5

General & Products

Liability

About this cover section

This cover section only forms part of Your Policy when the Public and Products Liability cover section is shown on the Schedule.

Your insurance under this cover section

We agree (subject to the terms, claims conditions, general conditions, exclusions, definitions and Limits of liability incorporated herein) to pay to You or on Your behalf all amounts which You shall become legally liable to pay as Compensation in respect of:

1. Personal Injury, and/or
2. Damage to Property, and/or
3. Advertising Injury,

happening during the Period of Cover within the Geographical Limits in connection with Your Business and caused by or arising out of an Occurrence.

**Exclusion - Participants**  
We do not cover any liability in respect of Personal Injury to, or Property Damage of any person arising directly or indirectly out of or caused by or in connection with their participation in any performance, sport, game, match, race, contest, competition, practice, training or trial.

**Defence costs and supplementary payments**

With respect to the indemnity provided by this cover section of the Policy, We will:

1. defend, in Your name and on Your behalf, any claim or suit against You alleging such Personal Injury, Damage to Property or Advertising Injury and seeking damages on account thereof even if any of the allegations of such claim or suit is groundless, false or fraudulent
2. pay all charges, expenses and legal costs incurred by Us and/ or by You with Our written consent (which consent shall not be unreasonably withheld):
   1. a)  in the investigation, defence or settlement of such claim or suit, including loss of salaries or wages because of Your attendance at hearings or trials at Our request, or
   2. b)  in bringing or defending appeals in connection with such claim or suit.
3. pay:
   1. a)  all charges, expenses and legal costs recoverable from or awarded against You in any such claim or suit
   2. b)  pre-judgment interest awarded against You on that part of the judgment payable by Us, and
   3. c)  all interest accruing on Our portion of any judgment until We have paid, tendered or deposited in court that part of such judgment which does not exceed the Limit of Our liability thereon.
4. pay premiums on:

a) bonds to release attachments for amounts not exceeding the applicable Limit of indemnity of this Policy but we shall have no obligation to apply for or furnish any such bond

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b) appeal bonds and/or security for costs required in any suit but We shall have no obligation to apply for or furnish any such bonds and/or security for costs.

1. pay expenses incurred by You for:
   1. a)  rendering first aid and/or surgical or medical relief to others at the time of any Personal Injury (other than any medical expenses, which We are prevented from paying by any law)
   2. b)  temporary protection of damaged or undamaged property of any person or party, including temporary repairs, shoring up and/or unpinning thereof
   3. c)  purchasing and/or hiring and/or erection and dismantling of hoarding, barriers, fences and any other form of temporary protection, including such protection which You must provide in compliance with the requirements of any Government, Local Government or other Statutory Authority.
2. pay all legal costs incurred by You with Our consent for representation of You at:
   1. a)  any Coronial inquest or Inquiry
   2. b)  any proceedings in any court or tribunal in connection with liability insured against by this cover section of the Policy
   3. c)  any Royal Commission or Government Enquiry arising out of any alleged breach of statutory authority, or other similar judicial enquiry into circumstances relating to any occurrence, claim or potential claim which would be the subject of indemnity under this insurance
   4. d)  any enquiry, prosecution or hearing of a disciplinary nature held before a legally constituted enquiry board, committee, licensing authority or the like.

Provided that Our liability under clauses 6c) and d) shall not exceed $250,000 in respect of any one claim or series of claims arising out of any one Occurrence.

The amounts of such defence costs and supplementary payments incurred, except payments in settlement of claims and suits, are payable by Us in addition to the applicable Limit of indemnity of this cover section of the Policy.

However, in respect of any claims or suits originating in any court in North America, the applicable Limit of indemnity shown in the Schedule shall be inclusive of all defence costs and supplementary payments.

Where We are prevented by law or otherwise from making payments on Your behalf, We will indemnify You for legal liability incurred to the extent that such liability is covered by this cover section of the Policy.

In jurisdictions where We may not legally be permitted to, or cannot for any other reason, defend any claim or suit against You, We will reimburse You for the expense of such defence incurred with Our written consent.

**Limits of liability and excess**

Subject to:

1. a)  the ‘Claim preparation expenses’ provision under ‘General Policy conditions’
2. b)  the ‘Defence costs and supplementary payments’ clause above
3. c)  sub-paragraph 5 of additional benefit ‘Property in Your physical and legal control’ below,

for General Liability the Limit of indemnity specified in the Schedule represents the maximum amount which We shall be

liable to pay in respect of any one claim or series of claims arising out of any one occurrence.

For Products Liability the Limit of indemnity specified in the Schedule represents the maximum amount which We shall be liable to pay in respect of any one claim or series of claims, and in the aggregate during any one Period of Cover.

The applicable Limit of indemnity will not be reduced by the amount of any Excess payable by You.



**BUSINESS INSURANCE  
Certificate of Currency** 28 December 2018

The policy referred to is current as at the date of issue of this certificate and whilst an expiry date has been indicated it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date.

Issue Date

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INSURER: Insurance Australia Limited ABN 11 000 016 722  
AFSL 227681  
Trading as CGU Insurance

181 WILLIAM ST, MELBOURNE VIC 3000

Australian Flyball Association PO Box 4179  
Pitt Town NSW 2756

**Policy Details**

**Policy Number: Type of Policy: Expiry Date: Insured:**

**Cover Details**

**Section 5 - Liability**

15T2889642  
Business Insurance  
1 January 2020  
Australian Flyball Association Inc

Public Liability Products Liability

**Sum Insured**

$ 20,000,000 $ 20,000,000

This is to certify cover has been granted in terms of the Company's Standard Policy, a copy of which is available on request. This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extent of your insurance cover.