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STRONGER TOGETHER

28 March 2025

# Association Liability Insurance Cover Guide

## Prepared for Member

Services of:  **Meals on Wheels  
Queensland**

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## YOUR DEDICATED AUSTBROKERS COMSURE SERVICE TEAM


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**POSTAL:** GPO Box 1476, Brisbane, QLD 4001  
**PHONE:** 1800 122 194  
**CLAIMS:** [claims@abcomsure.com.au](mailto:claims@abcomsure.com.au)

### Dedicated Team – Day to Day Enquiries



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### Claims

**PHONE:** 1800 122 194  
**CLAIMS:** [claims@abcomsure.com.au](mailto:claims@abcomsure.com.au)

# Policy Coverage

Please check the enclosed proposed policy coverage and schedules for the recommended policies to ensure that they are adequate for your requirements.

In particular, please check that:

- The amount of limits (and sub limits) of liability / sums insured are adequate for your business requirements.
- The excess(es) are understood.

The Schedules provides a summary of the group's policy coverage only. Reference should always be made to the policy document for full terms, conditions, endorsements, exclusions and limits applicable.

## ASSOCIATION LIABILITY

### THE COVER:

This policy is a tailored package for Queensland Meals on Wheels as a not-for-profit organisation. This insurance covers the office bearers against personal liability for breaches of their duties as well as the organisation's liability exposures for the Member Services of Queensland Meals on Wheels Ltd. It typically covers the following sections:

#### **Directors & Officers / Office Bearers Liability**

This section provides cover for wrongful acts committed by the principals, partners, trustees, directors and officers of the association from possible lawsuits arising out of any error, misstatement, omission, neglect, negligence, breach of duty, breach of confidentiality, and mismanagement. This is similar to the liability cover provided by Management Liability and Directors & Officers policies.

#### **Employment Practices Liability (EPL)**

This section covers the association from alleged Employment Practices breaches, such as: harassment, discrimination, bullying, wrongful/unfair dismissal, etc.

#### **Crime Protection**

This section provides cover for a range of crime related occurrences when there has been a direct financial loss. This can include employee fraud or dishonesty, third party crime, electronic and computer crime, etc.

#### **Professional Indemnity**

This section provides cover the association from a breach of professional duty resulting in a financial loss. This includes cover for the handling of memberships, creating and managing curriculums, setting policies and guidelines, etc. as well as the provision of advice at seminars, or through newsletters, websites, workshops, etc.

The definition of Professional Services for the Member Services are per below;

Professional Services means the following services provided by an Insured:

- (a) the advocacy and promotion of the Organisation's objectives, area of focus or interest;
- (b) fund raising activities;
- (c) the registration, accreditation and training of members;
- (d) the publication of professional or technical standards, including journals and publications written by the Insured for or on behalf of members; or
- (e) organising and hosting events that promote the Organisation's objectives, area of focus or interest.

Professional Services shall not include:

- (i) the provision of financial or investment advice;
- (ii) medical treatment, medical care or medical advice, counselling or health care services; or
- (iii) professional services for a fee, commission or remuneration (other than as set forth in paragraphs (a) through (e) above).

### IMPORTANT REMINDERS:

- 1. The Association Liability policy provides cover on a "claims made" basis, meaning it only covers claims made, or possible claims that you become aware of (or could reasonably be expected to give rise to a claim), that are notified to the insurer within a current or active policy period.**

The Insurance Contracts Act 1984 (Cth) (Act) provides that where an insured gives notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as reasonably practicable after the insured became aware of those facts the insurer is not relieved of



9. Crime Coverage	\$ 500,000
10. Crime Expenses	\$50,000
11. Kidnap Ransom & Extortion	\$1,000,000

IN EXCESS OF:

1. Directors & Officers	NIL
2. Company Reimbursement	\$5,000
3. Legal Representation	\$5,000
4. Organisation Liability	\$10,000
5. Professional Indemnity	\$10,000
6. Employment Practices	\$10,000
7. Third Party Liability	\$10,000
8. Statutory Liability	\$15,000
9. Crime Coverage	\$15,000
10. Crime Expenses	NIL
11. Kidnap Ransom & Extortion	NIL

TERRITORIAL LIMITS:

Worldwide, and as otherwise stated in the policy wording

LEGAL ACTION:

Worldwide, and as otherwise stated in the policy wording

SUB-LIMITS

Professional Indemnity Section:

Legal Representation Expenses	\$250,000
Loss of Documents	\$100,000
Public Relation Expenses	\$50,000

Directors & Officers Coverage Section:

Fines and Penalties	\$5,000,000
OH&S Defence Costs	\$1,000,000
Pollution Defence Costs	\$1,000,000
Crisis Expenses	\$100,000
Prosecution Reputation Costs	\$500,000
Insured Person's Tax Liability and Superannuation Liability	\$100,000
Tax Investigations and Audit Expenses	\$150,000
Attendance Compensation	\$500 per day and \$100,000 aggregate
Pre Investigation Costs	\$100,000
Deprivation of Assets Expenses	\$100,000
Pension Administration Liability	\$1,000,000
Dedication Additional D&O Limit	\$1,000,000

Crime Coverage Section:

Social Engineering Fraud	\$250,000
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Kidnap, Ransom and Extortion Coverage Section:

Recall Expenses	\$25,000
Rest and Rehabilitation Expenses	\$25,000



**CONDITIONS:**

**General Terms & Conditions Section:**

- APS GTC Endorsement
- Not for Profit Endorsement
- Not for Profit - Professional Liability Insuring Clause
- Endorsement. Group Policy Endorsement
- Named Insured Member Endorsement
- Amended Definition of Professional Services Endorsement

**Directors & Officers/Company Liability Section:**

- Professional Services Exclusion – Absolute
- Financial Impairment Exclusion Maintained
- APS D&O Endorsement
- Organisation Legal Representation Expenses
- Molestation Exclusion – Absolute
- Not For Profit Endorsement

**Employment Practices Liability Coverage Section:**

- Not For Profit Endorsement

**Statutory Liability Coverage Section:**

- APS Statutory Liability Endorsement

**Crime Coverage Section:**

- APS Crime Endorsement

Maximum Aggregate Limit Endorsement - \$2mil

Segregation of Duties Exclusion

Supplier, Customer, Vendor Exclusion. Not For Profit Endorsement

**Kidnap, Ransom and Extortion Coverage Section:**

- Not For Profit Endorsement
- Amended Territories Endorsement

**SUBJECTIVITIES:**

Completed crime question addendum by all members and to be returned by 16/04/2025

INSURER: Chubb Insurance Australia Ltd.

**REQUIREMENTS:**

1. That there are no changes in the nature and/or degree risk insured against between the date of this quotation and the date this cover is inceptioned.

2. That there are no further losses between the date of this quotation and the date cover is inceptioned.

**IMPORTANT NOTICES**

Professional Services Definition

The definition of Professional Services for the PI section under the policy is defined as follows:

3.29 Professional Services means the following services provided by an Insured:

- (a) the advocacy and promotion of the Organisation's objectives, area of focus or interest;
- (b) fund raising activities;
- (c) the registration, accreditation and training of members and non-members;



(d) the publication of professional or technical standards, including journals and publications written by the Insured for or on behalf of members; or

(e) organising and hosting events that promote the Organisation's objectives, area of focus or interest.

**Professional Services shall not include:**

(i) the provision of financial or investment advice;

(ii) medical treatment, medical care or medical advice, counselling or health care services; or

(iii) professional services for a fee, commission or remuneration (other than as set forth in paragraphs (a) through (e) above).

**Kidnap, Ransom and Extortion Coverage Section:**

The following territories are excluded under the Kidnap, Ransom and Extortion Coverage Section;

Excluded Territory means Afghanistan, Algeria, Angola, Belarus, Burkina Faso, Cameroon, Central African Republic, Chad, Chechnya, Colombia, Cuba, Democratic Republic of Congo, Georgia, Haiti, Indonesia, Iran, Iraq, Israel, North Korea, Liberia, Libya, Mali, Mauritania, Mexico, Nepal, Nicaragua, Niger, Nigeria, Pakistan, Peru, Philippines, Russia, Saudi Arabia, Sri Lanka, East Timor, Sierra Leone, Somalia, South Sudan, Sudan, Syria, Trinidad & Tobago, Ukraine, Venezuela, Yemen, Zimbabwe.

If the Insured undertakes any business travel to these countries, please let us know immediately.

**Cyber Cover/Extension**

Chubb have not provided cyber cover.

As such we strongly recommend the client takes out a standalone cyber policy to ensure cyber risk is addressed separately within their business. A stand alone cyber policy will offer a more suitable limit of indemnity.

**ENDORSEMENTS**

See attachment in renewal email

# Important Notices and Information

It is essential you read these notices carefully. If there is any part that you do not understand or require further explanation, please contact us immediately.

## IMPORTANT INFORMATION

### Your Insurance Contract and Duty of Disclosure

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. You have a duty to tell us anything that you know, or could reasonably be expected to know, may affect the insurer's decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

If we ask you questions that are relevant to the insurer's decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change. If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change. You do not need to tell us anything that reduces the risk insured, is common knowledge, the insurer knows or should know as an insurer or the insurer waives your duty to tell them about.

### If you do not tell us something

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

### Duty of Disclosure - Subsidiary and Associated Companies

Cover which is arranged for subsidiary and/or associated companies in addition to named insureds.

If you enter into a contract of insurance on behalf of any subsidiary and/or related company of the named insured, that subsidiary and/or related company has the same duty of disclosure as the named insured. We recommend that you ensure that each subsidiary and/or related company is made aware of the duty of disclosure and given an opportunity to make any necessary disclosures.

### Essential Reading of Policy Wording

We will provide you with a full copy of your policy as soon as it is received from the insurer.

It is essential that you read this document without delay and advise us in writing of any aspects which are not clear or where the cover does not meet with your requirements.

### Change of Risk or Circumstances

It is vital that you advise the insurer of any changes to your company's usual business. For example, insurers must be advised of any

- mergers or acquisitions,
- changes in occupation or location,
- new products or services, or
- new overseas activities.

Please contact us if you are in doubt as to whether to notify your insurer of a change in business operations. Your duty to disclose applies also when you amend, alter, vary or endorse a policy.

#### Hold Harmless Agreements, Contracting Out, Removal of Subrogation of Rights

You may prejudice your rights to a claim if, without prior agreement from your insurer, you make any agreement that could prevent the insurer from recovering the loss from a third party. These 'hold harmless' clauses are often found in leases, licences and contracts for maintenance, supply, construction and repair.

#### Insuring the Interests of Other Parties

If you require the interest of another party to be covered by the policy, you **MUST** request this. Most policies will attempt to exclude indemnity to other parties (e.g. mortgagees, lessors, principals etc.) unless their interest is expressly noted on the policy. This is not applicable to Professional Indemnity or Directors & Officers policies.

#### General Advice Warning

It is important that you understand and are happy with the policies we can arrange for you. Any recommendations we have made have been based on a consideration of the premium quoted and the scope of cover offered by an insurer. We can give you general information to help you decide but unless we have specified otherwise, we have not advised you on whether the terms are specifically appropriate for your individual objectives, financial situation or needs. We therefore recommend that you should carefully read the relevant Product Disclosure Statement and other information we provide before deciding.

#### Several Liability

Where your policy cover is provided by more than one insurer it is important to note that each insurer is only responsible to the extent of their individual subscription and there is no obligation for that insurer to make up the shortfall of any other subscribing insurer in a claim or return premium payment.

#### New Claims / Unreported Losses

Any quotation we have obtained on your behalf is based on the understanding that there will be no deterioration in the claims experience between the date insurers quoted their terms and the inception date of the cover. If claims do occur during this period, insurers have the right to revise the terms quoted or even withdraw their quotation. Please let us know whether there are any losses which have occurred that have not been reported to us/insurers, whether you intend making a claim or not.

#### Confirmation of Transaction

You may contact us by telephone or in writing to confirm any transaction under your policy, such as renewals and endorsements. If necessary, we will obtain the information for you from the insurer.

#### Refund of Premiums

In the event of any refund premium being allowed for the cancellation or adjustment of this insurance policy, **Austbrokers Comsure reserves the right to retain all brokerage, fees and charges.**

#### Privacy Policy

We value your privacy and are committed to handling your personal information in accordance with the Australian Privacy Principles and the Privacy Act. Full details of how we collect, hold, use and disclose personal information is detailed in our Privacy Policy available online at <https://abcomsure.com.au/tools-information/privacy-policy/>. Contact your Risk Adviser if you require a copy or email [info@abcomsure.com.au](mailto:info@abcomsure.com.au), Att: Privacy Officer.

#### Policy Specific Notices

Please refer to your Coverage Summary/Schedule for details of policy specific notices.

If you require a further explanation for any of the above information, please contact us immediately.

A low-angle, upward-looking photograph of a modern skyscraper with a glass facade. The building's structure is composed of a grid of dark frames and glass panels, creating a strong geometric pattern. The perspective makes the building appear to converge towards the top of the frame. The sky is a clear, pale blue. The overall image has a blue tint.

### **Proprietary Nature of Report**

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