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STRONGER TOGETHER

31 March 2025

Management Liability Insurance Cover Guide

Prepared for:  **Meals on Wheels
Queensland**

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Confidentiality

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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.

MANAGEMENT / 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

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	\$5,000
9. Crime Coverage	\$10,000
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
- Custom Endorsement - Amended Definition of Professional Services

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
- APS Forefront Amendatory Crime 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 inception.

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

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).

ENDORSEMENTS

See attachment in renewal email

Note as the Insured's website the following services are provided and are currently not covered under the policy:

1. Nutritional advice
2. Administration help desk
3. Food safety project support

Please advise for the following:

- Is the Nutritional advice being provided to members of QLD Meals on Wheels or customers of QLD Meals on Wheels Members?
- What does the nutritional advice entail?
- What administration help is provided to members?
- Please provide further details on what the food safety project support entails?

In order for Chubb to assess whether they can provide cover to those services listed above Chubb need the above information

Named Insured and Subsidiaries

Queensland Meals on Wheels Ltd and their subsidiaries are currently covered by this policy.

The definition of a subsidiary is defined in the Chubb ML wording as follows:

2.27 Subsidiary means:

(a) with respect to the Liability Coverage Sections or Combined Coverage Section: at the time of the occurrence of a Wrongful Act, or the commencement of a Formal Investigation, any organisation whose governing documents prevent it from distributing profits or assets for the benefit of members, whether or not it is exempt from the payment of income tax under any applicable law, regulation or by-law anywhere in the world and in which one or more Organisations:

- (i) control the composition of the organisation's board;
- (ii) is in a position to cast, or control the casting of, more than fifty percent (50%) of the maximum number of votes that might be cast at a general meeting of the organisation; or
- (iii) holds more than fifty percent (50%) of the issued share capital of the organisation (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

Subsidiary shall include any incorporated joint venture or company over

which an Organisation exercises effective management control.

(b) with respect to the Non-Liability Coverage Sections: Subsidiary shall have the meaning ascribed to that term in each Coverage Section.

If there are any other entities within the group which do not fit the definition of a subsidiary below please let us know immediately as we will need to address coverage with Chubb for this entity(ies) immediately. If the Insured can send through an organisational structure chart this will allow us to determine which entities need to be named on the policy and which entities are 'deemed' subsidiaries.

Outside Directorship Cover

If any board members of Queensland Meals on Wheels Ltd are also involved in sitting on outside boards (unrelated to their entity), the Insured requires what is known as Outside Directorship Cover.

Outside Directorship as per the Chubb ML policy is defined as follows:

"Outside Directorship means the position of Director, Officer, trustee, governor, councillor, or the holder of an equivalent position in any jurisdiction, held by an Insured Person in an Outside Entity provided that such position is assumed and maintained with the knowledge and consent or at the request of the Organisation."

If this cover is applicable the Insured is required to complete the ODL addendum which has been attached to the accompanying email of this report so we can address this cover with Chubb.

Chubb do provide some limited outside directorship cover under the Directors & Officers Section of the policy via the following extension:

"Coverage shall extend to any D&O Claim on account of an Outside Directorship.

Coverage for any Outside Entity shall:

(a) not be available to the Outside Entity in which such Outside Directorship is held or to any of the other directors, officers or employees of such Outside Entity; or

(b) be specifically excess of:

(i) coverage under any policies listed in the Proposal or any endorsement for the Outside Entity;

(ii) coverage under any other policy entered into by an Insured or under which any Insured Person is a beneficiary, including but not limited to a policy of insurance entered into by an Outside Entity; and

(ii) any indemnity available from the Outside Entity to such Insured Person by reason of serving in such Outside Directorship. The Company agrees to provide the Insurer with details of any policies, to the extent such details are available to them, for the Outside Entity once they become known to them.

If an Organisation is permitted or required by law to indemnify, or not prevented by law from indemnifying an Insured Person for Loss on account of a D&O Claim made against an Insured Person who serves in an Outside Directorship but fails or refuses, other than for reason of Financial Impairment, to so indemnify such Insured Person then the Insurer shall pay such Loss on behalf of such Insured Person subject to all the Exclusions of this Coverage Section. In such event the applicable

Deductible Amount shown in Item 3. of the Schedule shall be paid by the Organisation to the Insurer. No Deductible Amount shall apply in the event of Financial Impairment.

If during the Policy Period coverage is sought for any Outside Directorship that is not an Outside Entity such coverage shall apply to such Outside Directorship for a period of ninety (90) days from the date of commencement of such Outside Directorship. Coverage for such Outside Directorship shall terminate ninety (90) days after the date of commencement of such Outside Directorship unless the Insurer accepts in writing such Outside Directorship. Coverage for any additional Outside Directorship that is not an Outside Entity is subject to all limitations, conditions, provisions and other terms of this Coverage Section.

If any D&O Claim made against an Insured Person due to an Outside Directorship is insured under any other policy issued by the Insurer, its parent, a subsidiary or affiliate, then payment under such policy on account of any D&O Claim also covered under this Coverage Section shall reduce by the amount of the payment, the Insurer's Limit of Liability under this Policy with respect to such D&O Claim.

For the avoidance of doubt and subject to the other terms and conditions of this Policy, coverage under Insuring Clause 1.3 (Legal Representation Expenses), is extended to cover Loss on account of a D&O Claim arising out of an Outside Directorship.

The definition of an Outside Entity as per the Chubb Management Liability wording is as follows:

"Outside Entity means any entity that is not an Organisation and:

(a) which is a registered charity or a trade association or other non-profit organisation in Australia or an equivalent entity anywhere in the world.

Outside Entity does not include any entity which is:

(a) an Organisation;

(b) registered or approved for direct or indirect trading on a national securities exchange or over the counter trading system anywhere in the world;

(c) located, incorporated or domiciled or does not operate in the U.S.A;

or

(d) an authorised deposit taking institution, finance company, leasing company, friendly society, life insurance company, general insurance company, reinsurance company, investment company, mutual fund, collective investment scheme, fund manager, investment adviser, responsible entity of a managed investment scheme, trustee company, money market corporation, investment bank or any broker or dealer in securities or commodities, mortgage broker, real estate agent, stock exchange, commodities exchange, futures exchange, custodian, clearing house, registrar, medical benefits association or hospital benefits association or organisations of a similar nature."

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 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.

See separate Coalition Policy

ENDORSEMENTS:

Endorsement Number:	4
Policy Number:	93322106
Company:	Queensland Meals on Wheels Ltd
Effective Date:	31-March-2025

Amended Definition of Professional Services

This endorsement varies the standard terms of your policy. It may expand reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

By way of endorsement to the Policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

With respect to the Professional Liability Coverage Section it is agreed that **Section 3. Definitions**, is amended by deleting 3.29 Professional Services it its entirety and replacing it with the following:

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).

In all other respects this Policy remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 28th day of February 2025.

Directors and Officers Liability Coverage Endorsements

Endorsement Number: 1
Policy Number: 93322106
Company: Queensland Meals on Wheels Ltd
Effective Date: 31-March-2025

Professional Services Exclusion - Absolute

This endorsement varies the standard terms of your policy. It may expand reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

By way of endorsement to the Policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

It is agreed that **Section 4. Exclusions, A. Exclusions Applicable to All Insuring Clauses**, is amended by deleting Exclusion 4.A.4 (Professional Services), in its entirety and replacing it with the following:

4.A.4 Professional Services

based upon, arising from or attributable to any actual or alleged act or failure to act, including but not limited to any error, misstatement, misleading statement, neglect, or breach of duty committed, attempted or allegedly committed or attempted in the rendering of, or actual or alleged failure to render any professional services to a third party. In all other respects this Policy remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 28th day of February 2025.

Endorsement Number: 2
Policy Number: 93322106
Company: Queensland Meals on Wheels Ltd
Effective Date: 31-March-2025

Financial Impairment Exclusion Deletion

This endorsement varies the standard terms of your policy. It may expand reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

By way of endorsement to the Policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

It is agreed that **Section 4. Exclusions, A. Exclusions Applicable to All Insuring Clauses**, is amended by deleting 4.A.7 (Financial Impairment), in its entirety.

In all other respects this Policy remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 28th day of February 2025.

Endorsement Number:	3
Policy Number:	93322106
Company:	Queensland Meals on Wheels Ltd
Effective Date:	31-March-2025

APS D&O Endorsement

This endorsement varies the standard terms of your policy. It may expand reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

By way of endorsement to the Policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

It is agreed that:

1. **Section 2. Extensions**, is amended by adding the following :
Shareholder Pollution Actions

Despite Exclusion 4.A.6 (Pollution), the Insurer shall extend coverage the Loss on account of any D&O Claim made against an Insured Person in respect of Pollution brought by a shareholder of an Organisation in their capacity as such, whether in their own right or on behalf of an Organisation, provided that such D&O Claim is brought and maintained without the assistance, participation or solicitation by any Insured.

2. **Section 3. Definitions**, is amended by deleting 3.30 Tax Audit Notice, in its entirety and replacing it with the following:

3.30 Tax Audit Notice means any notification from the Australian Taxation Office or any state or territory government tax collection authority of an audit of, or investigation including any risk review, relating to an Organisation's liability to pay tax.

3. **Section 4. Exclusions, A. Exclusions Applicable to All Insuring Clauses**, is amended by deleting Exclusion

4.A.5 (Securities), in its entirety and replacing it with the following:

4.A.5 Securities based upon, arising from or in consequence of any public offering of securities including the public solicitation, sale, distribution or issuance of such securities, whether or not a disclosure document has been issued, unless the Insurer grants its

prior written consent to extend cover for such disclosure document.

4. **Section 4.** Exclusions, C. Exclusions Applicable to Insuring Clause 1. (Organisation Liability Coverage) Only, is amended by deleting Exclusion 4.C.5 (Defamation), in its entirety and replacing it with the following:

4.C.5 Defamation

based upon, arising from or attributable to any actual or alleged defamation, libel, slander, oral or written publication of defamatory or disparaging material. This Exclusion shall not apply to Defence Costs, up to a Sub-limit of Liability of five hundred thousand dollars **(\$500,000)**.

5. **Section 4.** Exclusions, C. Exclusions Applicable to Insuring Clause 1. (Organisation Liability Coverage) Only, is amended by deleting Exclusion 4.C.7 (Copyright), in its entirety and replacing it with the following:

4.C.7 Copyright

based upon, arising from or in consequence of any actual or alleged assertion or infringement of copyright, patent, service mark, trade name design right or trade mark, whether registrable or not, or misappropriation of ideas or trade secrets or know how or any assertion or infringement of any intellectual property right. This Exclusion shall not apply to Defence Costs, up to a Sub-limit of Liability of one million dollars **(\$1,000,000)**.

In all other respects this Policy remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 28th day of February 2025.

Endorsement Number:	4
Policy Number:	93322106
Company:	Queensland Meals on Wheels Ltd
Effective Date:	31-March-2025

Organisation Legal Representation Expenses

This endorsement varies the standard terms of your policy. It may expand reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

By way of endorsement to the Policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

It is agreed that:

1. **Section 1.** Insuring Clauses, is amended by adding the following : Organisation Legal Representation Expenses The Insurer shall pay, on behalf of an Organisation, Legal Representation Expenses on account of any Formal Investigation identifying such Organisation in writing and notified to such Organisation during the Policy Period, or if exercised, during the Extended Reporting Period up to the amount of the Sub-limit of Liability shown in Item 1. of the Schedule.

2. Item 1. of the Schedule, Insuring Clause Limit of Liability, is amended by adding the following:

Organisation Legal Representation Expenses
Each Loss **\$150,000**
Each Policy Period **\$150,000**

3. **Section 3.** Definitions, is amended by deleting the definition of Legal Representation Expenses in its entirety and replacing it with the following:

Legal Representation Expenses means

(a) reasonable Defence Costs which an Insured Person incurs on account of the attendance and/or provision of documents or information by such Insured Person in an Insured Capacity at or to any Formal Investigation or on account of the preparation of such attendance or provision, where the attendance and/or provision is required by the body instituting the Formal Investigation; or

(b) solely with respect to the Organisation Legal Representation Expense Insuring Clause only, reasonable Defence Costs which an Organisation incurs on account of the attendance and/or provision of documents or information by such Organisation at or to any Formal Investigation or on account of preparation of such attendance or provision, where the attendance and/or provision is required by the instituting the Formal Investigation.

In all other respects this Policy remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 28th day of February 2025.

Endorsement Number: 5
Policy Number: 93322106
Company: Queensland Meals on Wheels Ltd
Effective Date: 31-March-2025

Molestation Exclusion - Absolute

This endorsement varies the standard terms of your policy. It may expand reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

By way of endorsement to the Policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

It is agreed that **Section 4.** Exclusions, A. Exclusions Applicable to All Insuring Clauses, is amended by adding the following:

Molestation
based upon, arising from or attributable to any actual or alleged molestation or physical or psychological interference with or abuse of any person, including but not limited to permitting or failing to prevent such an act from occurring

In all other respects this Policy remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 28th day of February 2025.

Endorsement Number: 6
Policy Number: 93322106
Company: Queensland Meals on Wheels Ltd
Effective Date: 31-March-2025

Not For Profit Endorsement

This endorsement varies the standard terms of your policy. It may expand reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

By way of endorsement to the Policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

It is agreed that:

1. **Section 3. Definitions**, is amended by deleting 3.16 Insured Person, in its entirety and replacing it with the following:

3.16 Insured Person means any natural person who was, now is or shall be:

- (a) a Director or Officer of an Organisation;
- (b) a full time, part-time, temporary, casual or seasonal employee or an volunteer of an Organisation;
- (c) a trustee of an Organisation;
- (d) a Director of a corporate trustee or policy committee member of any superannuation fund established for the benefit of employees of an Organisation; or
- (e) a member of a committee established by or approved by the board of directors of an Organisation whether under statute or otherwise (provide that such Organisation grants indemnification to such person).
- (f) a member of the management committee of an Organisation

Insured Person shall not include an External Administrator.

2. **Section 3. Definitions**, is amended by deleting 3.32 Wrongful Act, in its entirety and replacing it with the following:

3.32 Wrongful Act means any act or failure to act, including but not limited to any error, misstatement, misleading statement, neglect, breach of trust, breach of warranty of authority or breach of duty or Personal Injury Wrongful Act or Publisher's Wrongful Act committed, attempted, or allegedly committed or attempted by:

- (a) with respect to Insuring Clause 1.1 (D&O Liability Coverage) and 1.2 (Company Reimbursement Coverage) only: an Insured Person, individually or otherwise, in their Insured Capacity or any matter claimed against such Insured Person by reason of serving in such Insured Capacity; or
- (b) with respect to Insuring Clause 1.4 (Organisation Liability Coverage) only: an Organisation;

or

(c) with respect to Extension 2.16 (Pension Administration Liability) only: an Insured.

3. **Section 3.** Definitions, is amended by adding the following:
Publisher's Wrongful Act means any:

(a) assertion or infringement of copyright, trade mark, service mark, design right or unauthorised use of title; or

(b) plagiarism or misappropriation of ideas.

4. **Section 4.** Exclusions, C. Exclusions Applicable to Insuring Clause 1. (Organisation Liability Coverage) Only, is amended by deleting Exclusion 4.C.1 (Contractual Liability), in its entirety and replacing it with the following:

4.C.1 Contractual Liability

based upon, arising from or attributable to any written, oral, express or implied contract or agreement.

This Exclusion shall not apply to Defence Costs.

5. **Section 4.** Exclusions, C. Exclusions Applicable to Insuring Clause 1. (Organisation Liability Coverage) Only, is amended by deleting Exclusion 4.C.2 (Assumed Liability), in its entirety and replacing it with the following:

4.C.2 Assumed Liability

for liability of others assumed by any Insured under any written, oral, express or implied contract or agreement except:

(a) liability that would have attached to such Insured in the absence of such contract.

(b) to the Insurer's obligation to advance Defence Costs in accordance with Extension 2.1 (Advancement of Costs and Expenses)

6. **Section 4.** Exclusions, C. Exclusions Applicable to Insuring Clause 1. (Organisation Liability Coverage) Only, is amended by deleting Exclusion 4.C.7 (Copyright), in its entirety and replacing it with the following:

4.C.7 Copyright

based upon, arising from or in consequence of any actual or alleged assertion or infringement of copyright, patent, service mark, trade name design right or trade mark, whether registrable or not, or misappropriation of ideas or trade secrets or know how or any assertion or infringement of any intellectual property right. This Exclusion shall not apply to a Claim for any Publisher's Wrongful Act

In all other respects this Policy remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 28th day of February 2025.

Employment Practices Liability Coverage Endorsements

Endorsement Number: 1
Policy Number: 93322106
Company: Queensland Meals on Wheels Ltd
Effective Date: 31-March-2025

Not For Profit Endorsement

This endorsement varies the standard terms of your policy. It may expand reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

By way of endorsement to the Policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

It is agreed that:

1. **Section 3.** Definitions, is amended by deleting 3.11 Insured Person, in its entirety and replacing it with the following:

3.11 Insured Person means any natural person who was, now is or shall be

(a) a Director or Officer of an Organisation;

(b) a full time, part-time, temporary, casual or seasonal employee or an volunteer of an Organisation;

(c) an Independent Contractor while acting in their capacity as such and only if the Organisation agrees to indemnify the Independent Contractor in the same manner as provided to the Organisation's employees in the event of a Claim;

or

(d) a member of the management committee of an Organisation
Insured Person shall not include an External Administrator.

2. **Section 4.** Exclusions, B. Exclusions Applicable to All Insuring Clauses, is amended by deleting Exclusion 4.6 (Assumed Liability), in it entirety and replacing it with the following:

4.6 Assumed Liability

based upon, arising from or attributable to any actual or alleged liability of others, other than an Employee, assumed by an Insured under any contract except:

(a) to the extent that such liability would have attached to the Insured even in the absence of such contract; or

(b) to the Insurer's obligation to advance Defence Costs in accordance with Extension 2.1 (Advancement of Defence Costs)

In all other respects this Policy remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 28th day of February 2025.

Crime Coverage Endorsements

Endorsement Number: 1
Policy Number: 93322106
Company: Queensland Meals on Wheels Ltd
Effective Date: 31-March-2025

Not For Profit Endorsement

This endorsement varies the standard terms of your policy. It may expand reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

By way of endorsement to the Policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

It is agreed that **Section 2. Definitions**, is amended by deleting 2.28 Subsidiary, in its entirety and replacing it with the following:

2.28 Subsidiary means any organisation whose governing documents prevent it from distributing profits or assets for the benefit of members, whether or not it is exempt from the payment of income tax under any applicable law, regulation or by-law anywhere in the world and in which one or more Insureds:

(a) controls the composition of the organisation's board;

(b) is in a position to cast, or control the casting of, more than fifty percent (50%) of the maximum number of votes that might be cast at a general meeting of the organisation;

or

(c) holds more than fifty percent (50%) of the issued share capital of the organisation (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

In all other respects this Policy remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 28th day of February 2025.

Endorsement Number: 2
Policy Number: 93322106
Company: Queensland Meals on Wheels Ltd
Effective Date: 31-March-2025

APS Crime Endorsement

This endorsement varies the standard terms of your policy. It may expand reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

By way of endorsement to the Policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

It is agreed that:

1. Item 1. of the Schedule, Insuring Clause Limit of Liability, is amended by adding the following:

Insuring Clause Limit of Liability
Telephone Fraud Financial Loss Coverage **\$ 250,000**

2. **Section 1.** Insuring Clauses, is amended by adding the following:

1.12 Telephone Fraud Financial Loss Coverage

The Insurer shall pay the Company for Telephone Fraud Financial Loss sustained by an Insured resulting solely from Remote Access Fraud, where the loss is Discovered during the Policy Period or Extended Discovery Period.

3. **Section 3.** Exclusions, is amended by adding the following:

Exclusions Applicable to Insuring Clause 1.12 (Telephone Fraud Financial Loss Coverage) No coverage will be available under Insuring Clause 1.12 (Telephone Fraud Financial Loss Coverage) for:

(a) loss sustained by any Insured as a result of an extortion payment surrendered to any person as a result of a threat to do damage to the premises or Telephone System owned by the Insured or for which the Insured is legally liable;

or

(b) loss caused by the fraudulent, unlawful, or unauthorised use of a Calling Card.

4. **Section 4.3** Ownership, is amended by adding the following:

With respect to Insuring Clause 1.12 (Telephone Fraud Financial Loss Coverage) only, the Insurer's liability under this Coverage Section shall only apply to Telephone Fraud Financial Loss sustained by the Insured.

5. **Section 4.2** Limits of Liability and Deductible, is amended by adding the following:

With respect to Telephone Fraud Financial Loss Coverage only, the Insurer's maximum liability for all single losses Discovered during the Policy Period shall not cumulatively exceed the Limit of Liability applicable to such loss as shown in Item 1. of the Schedule. Each payment made under the terms of Insuring Clause 1.12 (Telephone Fraud Financial Loss Coverage) shall reduce the unpaid portion of the Limit of Liability applicable to that Insuring Clause until it is exhausted.

6. **Section 4.5** Notice - Proof of Loss, is amended by adding the following:

Solely with respect to Insuring Clause 1.12 (Telephone Fraud Financial Loss Coverage), it is a condition of coverage under this Coverage Section that upon Discovery, the Company will give written notice to the Insurer as soon as reasonably practicable, and in no event later than ninety (90) days after the billing cut-off date shown in the first telephone service charge bill from the telephone carrier in which Remote Access Fraud is first documented.

Upon actual knowledge of Remote Access Fraud the Insured shall take all reasonable steps to curtail the unauthorised use of the Telephone System(s) and otherwise mitigate the loss by notifying the installers of the Telephone System(s) and the affected telephone carriers.

7. **Section 4.** Conditions, is amended by adding the following:

Termination of Insuring Clause

Insuring Clause 1.12 (Telephone Fraud Financial Loss Coverage) shall terminate in its entirety immediately upon exhaustion of the Limit of Liability applicable to this Insuring Clause.

8. **Section 2.** Definitions, is amended by adding the following:

Calling Card means a calling card access number or telephone credit card access number issued by a telecommunications company which gives the Calling Card customer access to and use of telecommunications services.

Remote Access Fraud means the fraudulent infiltration and manipulation of the Insured's Telephone System from a remote location to gain access to outbound long distance telephone service.

Telephone Fraud Financial Loss means toll and line charges the Insured is responsible for solely as a result of Remote Access Fraud. Telephone Fraud Financial Loss shall not include any charges incurred thirty (30) days after the billing cut-off date shown in the first telephone service charge bill from the telephone carrier in which Remote Access Fraud is first documented.

Telephone System(s) means PBX, CBX, Merlin, remote access (including DISA), and all related peripheral equipment or similar systems owned or leased by the Insured for purposes of voice based telecommunications.

9. **Section 3.** Exclusions, AA. Exclusions Applicable to **Section 2.** (Definitions), is amended by adding the following:

Telephone Fraud Financial Loss

Telephone Fraud Financial Loss shall not include any charges incurred thirty (30) days after the billing cut-off date shown in the first telephone service charge bill from the telephone carrier in which Remote Access Fraud is first documented.

10. **Section 2.** Definitions, is amended by deleting 2.6 Computer Violation Expenses in its entirety and replacing it with the following:

2.6 Computer Violation Expenses means reasonable expenses resulting from any direct loss covered under Insuring Clause 1.1 (Employee Theft Coverage), 1.5 (Computer Fraud Coverage), 1.9 (Client Coverage) or 1.11 (Social Engineering Fraud Coverage), following a Computer Violation, which is excess of the Deductible Amount applicable to such direct loss (other than regular or overtime wages, salaries or fees of the company directors, officers or employees of an Insured or office overheads, travel costs unrelated to a loss covered under this Policy or other administration costs) incurred by an Insured, with the Insurer's prior written consent, which shall not be unreasonably withheld or delayed, to reproduce or duplicate damaged or destroyed Data or computer programs. If such Data or computer programs cannot be duplicated from other Data or computer programs, then Computer Violation Expenses shall also include reasonable costs incurred for the time taken for computer

programmers, technical experts or consultants to restore such Data or computer programs to substantially the same level or operational capability existing immediately before the covered loss.

Computer Violation Expenses shall not include expenses incurred by any Client.

In all other respects this Policy remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 28th day of February 2025.

Statutory Liability Coverage Endorsements

Endorsement Number: 1
Policy Number: 93322106
Company: Queensland Meals on Wheels Ltd
Effective Date: 31-March-2025

APS Statutory Liability Endorsement

This endorsement varies the standard terms of your policy. It may expand reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

By way of endorsement to the Policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

It is agreed that **Section 4. Exclusions, B. Exclusions Applicable to All Insuring Clauses**, is amended by deleting Exclusion 4.14 (Employment), in its entirety and replacing it with the following:

4.14 Employment
based upon, arising from or attributable to the employment relationship or the nature, terms or conditions of employment. This Exclusion shall not apply to Defence Costs up to a Sub-limit of Liability of one hundred and fifty thousand dollars (**\$150,000**).

In all other respects this Policy remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 28th day of February 2025.

Kidnap, Ransom and Extortion Coverage Endorsements

Endorsement Number: 1
Policy Number: 93322106
Company: Queensland Meals on Wheels Ltd
Effective Date: 31-March-2025

Not For Profit Endorsement

This endorsement varies the standard terms of your policy. It may expand reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

By way of endorsement to the Policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

It is agreed that **Section 3. Definitions**, is amended by deleting 3.34 Subsidiary, in its entirety and replacing it with the following:

3.34 Subsidiary means any organisation whose governing documents prevent it from distributing profits or assets for the benefit of members, whether or not it is exempt from the payment of income tax under any applicable law, regulation or by-law anywhere in the world and in which one or more Insureds:

- (a) controls the composition of the organisation's board;
- (b) is in a position to cast, or control the casting of, more than fifty percent (50%) of the maximum number of votes that might be cast at a general meeting of the organisation; or
- (c) holds more than fifty percent (50%) of the issued share capital of the organisation (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

In all other respects this Policy remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 28th day of February 2025.

Endorsement Number:	2
Policy Number:	93322106
Company:	Queensland Meals on Wheels Ltd
Effective Date:	31-March-2025

Amended Definition of Excluded Territories - Russia, Belarus, Ukraine and Israel

This endorsement varies the standard terms of your policy. It may expand reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

By way of endorsement to the Policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

It is agreed that **Section 3. Definitions**, is amended by deleting 3.9 Excluded Territory in its entirety and replacing it with the following:

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.

In all other respects this Policy remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 28th day of February 2025.

Cyber Coverage Endorsements

No Endorsement(s) for this coverage

New Chubb Forefront Portfolio Insurance Policy Wording (Ed. 04/21) 'APS/ACP Exclusive Endorsements'

1. APS General Terms & Conditions ('GTC') Coverage Section Endorsement
The existing sub-limit for 100% Allocation of Defence Costs (from claims against an Insured that is either a) not wholly covered by the Policy or

b) also made against a party who is not an Insured) has been increased from **\$100,000** to **\$250,000**.

Chubb's Market Standard ML policy doesn't have 'any' 100% Allocation of Defence Costs language, but instead relies on the Insurer and the Insured to use their 'best endeavours' to determine a reasonable allocation of loss including Defence Costs, which can be frustrating for the Insured.

2. APS/ACP Directors & Officers ('D&O') Coverage Section Endorsement
Organisation Legal Representation Expenses - the sub-limit has been increased from **\$100,000** to **\$150,000** for Legal Representation Expenses incurred by the Organisation as opposed to those incurred by Insured Persons.

Chubb's Market Standard ML policy doesn't have Legal Representation Expenses that the Organisation can claim under, leaving the Organisation out-of-pocket.

Tax Investigation and Audit Expenses - APS have retained the existing **\$150,000** sub-limit 'as standard' and more importantly maintained cover for a 'risk review' prior to receiving a formal Tax Audit Notice.

Chubb's Market Standard ML policy doesn't have 'any' expenses cover for a specific or comprehensive 'risk review' and will typically provide a much lower sub-limit such as **\$50,000**.

Securities Exclusion (private offering) Amendment - the APS/ACP endorsement has been maintained, so only 'public' offerings of securities are excluded. However, this APS/ACP endorsement covers 'private' offerings which is important to a private company.
Chubb's Market Standard ML policy excludes 'all' offering of securities 'including' private offerings.

Defamation Defence Costs - APS/ACP has retained the existing cover for Defamation Defence Costs incurred by the Organisation, up to a sub-limit of **\$500,000**.

Chubb's Market Standard ML policy doesn't have 'any' Defence Costs cover for Defamation claims.

Copyright Defence Costs - APS/ACP has retained the existing cover for Copyright Defence Costs incurred by the Organisation up to a Sub-limit of **\$1,000,000**.

Chubb's Market Standard ML policy doesn't have 'any' Defence Costs cover for Copyright claims

Shareholder Pollution Actions Costs - APS/ACP has maintained the

existing cover for Shareholder Pollution Actions Costs.

Chubb's Market Standard ML policy doesn't have 'any' Defence Costs for Defence Costs incurred as a result of any Shareholder Pollution Action.

3. APS/ACP Crime Coverage Section Endorsement

Telephone Fraud Financial Loss Cover - 'new enhancement' up to a **\$250,000** sub-limit covering toll and line charges the insured is responsible for as a result of the fraudulent infiltration and manipulation of the insured's telephone system from a remote location to gain access to outbound long distance telephone services.

Chubb's Market Standard ML policy doesn't provide any cover for Telephone Fraud Financial Loss.

Computer Violation Expenses - 'new enhancement' extending this existing expense cover (to reproduce or duplicate damaged or destroyed data or computer programs) where the loss arises from a Social Engineering Fraud, not just arising from Employee Theft, Computer Fraud or Client Coverage losses as the base wording does.

Chubb's Market Standard ML policy doesn't provide any cover for Computer Violation Expenses where the loss arises from a Social Engineering Fraud.

Social Engineering Fraud Cover - APS/ACP has maintained access to a **\$250,000** sub-limit for Social Engineering Fraud.

4. APS/ACP Statutory Liability Coverage Section Endorsement
Defence Costs, Carve-back to Employment Exclusion - APS/ACP have maintained the **\$150,000** sub-limit for Defence Costs, when a statutory liability insurance claim arises from the employment relationship or the terms or conditions of employment.

Chubb's Market Standard ML policy Market doesn't provide cover for 'any' Defence Costs incurred as a result of an employment-related claim.

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, Att: Privacy Officer.

Financial Services Guide (FSG)

<https://abcomsure.com.au/tools-information/financial-services-guide/> to download the Austbrokers Comsure FSG for information about the services offered to assist you in making a decision whether to use any of our services.

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, set against a clear blue sky. 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.

Proprietary Nature of Report

This document is prepared for the sole and exclusive use of the party or organisation to which it is addressed. Therefore, this document is considered proprietary to Austbrokers Comsure and may not be made available to anyone other than the addressee or person within the addressee's organisation who is designated to evaluate or implement. Austbrokers Comsure documents may be made available to other persons or organisations only with written permission of Austbrokers Comsure.

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