

Thursday, 28 August 2025

Australian Chess Federation
C/o Bob Keast
GPO Box 2418
SYDNEY NSW 2001

Account Manager: Dean Patty

Our Reference: AUSTCHESS

Certificate of Currency

Type of Policy: Public & Products Liability
Insurer: Xenon Underwriting Pty Ltd
Policy Number: GPL100051LBI
Policy Description: Public Liability
Insured Name: Australian Chess Federation & Entities as noted on schedule
Period of Cover: 31/08/2025 to 31/08/2026 at 4pm

Details: See attached schedule for a description of the risk insured

Important Information

The Proposal/Declaration:

- ☐ Is to be received and accepted by the insurer
☒ Has been received and accepted by the insurer

The total premium as at the above date is:

- ☐ To be paid by the insured
☐ Part paid by the insured
☒ Paid in full by the insured
☐ Paid by monthly direct debit

Premium Funding

- ☐ This policy is premium funded

Please note that the policy defined above is subject to the receipt of the Proposal Declaration and acceptance by the insurer (if not already completed and accepted) and subject to the full receipt and clearance of the total premium payable by the insured.

Signature:



XENON COMBINED GENERAL & PRODUCTS LIABILITY
Including Statutory Liability, Financial Loss & Products Recall

Insured: Australian Chess Federation & Entities as noted on schedule as others as noted below

Policy Number: GPL100051LBI

Period of Insurance: 31, August 2025 to 31, August 2026

Business: Chess Club Governing Body and Associations/Clubs noted below

Wording: Xenon General & Products Liability Wording – v1

Insurer: Lloyd's Underwriters led by Asta Managing Agency Limited, Carbon Syndicate 4747

Geographical Limit: Anywhere in the World except for North America

Limit of Indemnity

General Liability (Public Liability & Advertising Injury)

Covering Legal Liability to pay compensation in respect of Injury &/or Damage first happening during the Period of Insurance as a result of an occurrence in connection with the Insured's Business

\$20,000,000 in respect of any one claim or series of claims arising out of any one Occurrence

Products Liability

\$ 20,000,000 in respect of any one claim or series of claims arising out of any one Occurrence and in the aggregate during any one Period of Insurance

Sub-Limit of Indemnity

Property not owned by the insured temporarily in the Insured's Possession

| | |
|--------------------|------------|
| Any one Occurrence | \$ 500,000 |
|--------------------|------------|

Endorsements: Cross Liability Exclusion (Clause 5.6)
Sexual Molestation Exclusion
Assault & Battery Exclusion

Financial Loss (Products Only)

Covering legal liability to pay compensation as a result of a claim for Financial Loss both first made against the Insured during the Period of Insurance and notified to the Insurer during the Period of Insurance arising out of any negligence, whether by act, error or omission committed or alleged to have been committed by the Insured after the Retroactive Date in connection with the Insured's Products.

Sub-Limit of Indemnity

Any one Claim and in the aggregate for all Claims made during the Period of Insurance in respect of Financial Loss.

| | |
|--|------------|
| | \$ 500,000 |
|--|------------|

Retroactive Date: 31/08/2016

Statutory Liability Extension Terms

Covering any Loss arising from any Claim made against the Insured during the Period of Insurance and notified in writing to the Insurer during the Period of Insurance in respect of a Wrongful Breach of an "Act" that occurs after the Retroactive Date. "Act" means any Act of the Parliament of Australia and any Act of the Parliaments of the States or Territories of Australia or Reenactment of any of the above Acts or Legislation, which is not otherwise excluded by the Policy

exclusions apply to claims arising from certain circumstances, and in respect of certain "Acts"

Please refer to the Policy wording for full exclusion details

Limit of Liability

any one Claim and in the aggregate during the Period of Insurance \$ 500,000

Retroactive Date: 31/08/2016

Product Recall Expenses

Product Recall Expenses cover protects your business from expenses incurred for the recall of the Insured's Products. If it is deemed necessary by the business to recall such Products because their use may cause the Insured to incur a legal liability as would be Insured by the Policy

Sub-Limit of Liability:

any one Claim and in the aggregate for all Claims made during the Period of Insurance \$ 250,000

Note: Product Recall Expenses cover applies only to the recall of products which you manufactured or sold or handled or distributed no earlier than 12 Months prior to the inception of this Period of Insurance. Any recall must be decided on by you, and notified to the Insurer, during this Period of Insurance.

Note Financial Loss and Statutory Liability are Claims Made Insurance

Financial Loss and Statutory Liability coverage are endorsements to the Policy with cover provided on a "Claims Made" basis. This means that the endorsements cover you for any claims made against you and notified to the Insurer during the Period of Insurance. The Policy does not provide cover in relation to:

- fines, penalties, acts, errors or omissions that occurred prior to the Retroactive date specified in these;
- any claim made, threatened or intimated against you prior to the commencement of the Policy Period;
- any claim or fact that might give rise to a claim, reported or which can be reported to an insurer under any

insurance policy entered into before the commencement of the Period of Insurance;

- any claim or fact that might give rise to a claim, noted in your personal or any previous proposal;
- any claim arising out of any fact you are aware of before the commencement of the period of insurance; - any claim made against you after the expiry of the period of insurance

However, the effect of section 40(3) of the Insurance Contracts Act 1984 (Cth) is that where you become aware, and notify the Insurer in writing as soon as is reasonably practicable after first becoming aware but within the period of insurance, of any facts which might give rise to a claim against you, any claim which does arise out of such facts shall be deemed to have been made during the period of insurance, notwithstanding that the claim was made against you after the expiry of the period of insurance

Interested Party

City of Adelaide (for South Australian Chess Association)

Endorsements

L27 Cross Liability Exclusion

It is hereby noted that clause 5.6 – Cross liabilities is excluded from this policy

L87 Sexual Molestation Exclusion

We do not cover any liability directly or indirectly caused by, arising out of or in any way connected with sexual Assault, abuse or molestation or any attempt thereat committed or alleged to have been committed by You or Any person referred you in Definition 1.29 "You, Your, Insured".

Furthermore, We shall have no duty to defend any claim, action, suit, proceeding, investigation or inquiry connected therewith.

L214 Assault & Battery Exclusion

We do not cover any liability directly or indirectly caused by, arising out of assault or battery or out of any act or omission in connection with the prevention or suppression of such acts, including failure to warn, train or supervise, whether caused by or at the instigation or direction of the insured, his employees, patrons or any other person or failure to render aid and/or notify emergency personnel

Noted Associations/Clubs

Chess Association of Queensland (cover extends to members of Brisbane Chess Club, Bundaberg Chess Club, Cairns Chess Club, The Gap Chess Club, Gold Coast Chess Club, Logan City Chess Club, Mackay Chess Club, QLD Women's Chess League, Redcliffe Chess Club, Springfiled Ipswich Chess Club, Suncoast Chess Club, Toowoomba Chess Club, Townsville Chess Club and UQ Chess Club)