

ASCA Endorsement G1 -2015

It is hereby agreed and declared that:

Activity Exclusion

We will not indemnify the Insured for the following activities:

- i. sale or hire of fitness equipment;
- ii. swimming instruction;
- iii. sale of product over the internet to the USA or Canada;
- iv. for any activities for which the Insured is not qualified;
- v. ownership or operation of a fitness facility (which without limiting the foregoing includes a gym) at which other operators apart from the Insured carry out instruction or members not under the Insured's instruction attend; or
- vi. Coaching of Professional Athlete.

Professional Athlete Definition

A Professional Athlete is one who obtains greater than 50% of their income through their sport. This includes income derived from endorsements, sponsorship and any other income obtained as a direct result of the athlete's activity in the sport.

The above definition is only applicable to athletes whose total earnings (inclusive of all activities and taxable income) exceeds \$80,000 per annum.

Activities ASCA Trainers are covered for:

We agree to provide cover for the Insured for Activities that are included in the Insured's category of registration with the Australian Strength and Conditioning Association. The policy excludes cover for companies and is designed for individuals only.

Contractors

Clause 2.2.24 of the policy wording is deleted and of no effect. In addition any Claim in connection with any Contractor working for or on behalf of the Insured is excluded.

Molestation Defence Costs - \$20,000 Sub- Limit

Notwithstanding exclusion 8.8 Harassment or Sexual or Child Molestation Exclusion, We will indemnify the Insured for \$20,000 in Defence Costs for Claims arising from any actual or alleged molestation or, interference with, mental abuse of or physical abuse of persons 18 years or older by an employee or principal of the Insured, but not by any person performing any volunteer service for or on behalf of the Insured.

Nothing in this extension shall require Us to indemnify any employee or principal who has perpetrated any such act of molestation, interference, mental abuse or physical abuse or any Insured who by act or omission has condoned any such act. If it is found by way of an admission by the Insured, judgment or adjudication that such Insured did in fact commit or condone such molestation, interference, mental or physical abuse than any Defence Costs or indemnified under this extension must be repaid by such Insured within thirty days following a request by Us for such repayment.

To the extent that any parts of the above endorsement are found to be invalid or unenforceable, the remainder of each part of the endorsement shall remain in full force and effect.

Subject always to all other policy terms, conditions and exclusions which remain unaltered.

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