



HDI Global SE, Australia

HDI Global SE

Trades in Australia under the name:
HDI Global SE, Australia Registered in Australia No.
ARBN: 134 049 951, ABN: 55 490 279 016

Level 19, 20 Martin Place
Sydney NSW 2000

Tel: 02 8274 4200

Authorized by BaFin in Germany and regulated by the
Australian Prudential Regulation Authority for the
conduct of business in Australia

COMBINED GENERAL LIABILITY POLICY

The HDI Global SE, Australia (hereinafter called "the Company") in consideration of the payment of premium by the **Insured** and subject to all terms and conditions of the **Policy** will indemnify the **Insured** as provided herein



Signed
For and on behalf of the
HDI Global SE, Australia

Date: 30 June 2025

Important Notice to the Insured

Please read this policy carefully to ensure that it is in accordance with your requirements and that you understand its terms and conditions.
The Company should be contacted immediately if any correction is necessary

Nothing in this Policy shall confer a directly enforceable benefit
on any party other than the Insured

SCHEDULE

COVER:	Public & Products Liability		
POLICY NUMBER:	1817875-14007		
INSURED:	Bicycle Queensland Inc including all members, Affiliated Bicycle User Groups, temporary members (for events), officials, accredited coaches, event promoters and executives and volunteers		
BUSINESS:	<p>The principal activities of Bicycle Queensland include but are not limited to:</p> <ul style="list-style-type: none">• Bicycle Queensland is a non-profit, community and advocacy organisation promoting safe, everyday bicycle riding.• To regularly with politicians and planners to persuade them to improve cycling facilities in Queensland.• Advises government engineers on suitable designs for cycling facilities.• Bicycle Queensland supports programs encouraging cycling and making cycling more accessible to potential cyclists.• Bicycle Queensland encourages and supports local groups lobbying for better cycling conditions in their area.• Bicycle Queensland is a voice for cycling in Government, media and community circles. <p>Activities authorised and sanctioned by the Insured also include:</p> <ul style="list-style-type: none">• Administration, meetings, official functions, events and competitions• Participating in organised social or fundraising activities of the Insured.• Authorised voluntary work on behalf of the Insured.• Trail building and maintenance• For registered athletes, benefits are applicable to injury and property damage occurring during any and all bike riding activities 24 hrs a day <p><i>Definition of Bike riding includes all push cycles regardless of the number of wheels, E-bikes, E-scooters and Push Scooters (as per the applicable government regulation) Cover includes children riding as an appropriate (as per government guidelines) passenger</i></p> <ul style="list-style-type: none">• Travelling directly to or from or between activities described in 1 to 4 above and the Insured Person(s) Normal Place of Residence or place of employment.		
PERIOD OF INSURANCE:	From:	30 June 2025	@ 00:00
	To:	29 June 2026	@ 24.00
POLICY TRIGGER:	Occurrence		

RETRO ACTIVE DATE: 31 January 2019 – *Professional Indemnity only*

LIMIT(S) OF LIABILITY:

Public Liability:
AUD\$ 20,000,000 any one occurrence

Product Liability:
AUD\$ 20,000,000 any one occurrence and in the Aggregate for the period of Insurance

Sudden and Accidental Pollution:
AUD\$ 20,000,000 any one occurrence and in the Aggregate for the period of Insurance

Property in the Care Custody & Control:
AUD\$ 500,000 any one occurrence and in the Aggregate for the period of Insurance

Professional Indemnity/Errors & Omissions:
AUD\$ 1,000,000 any one occurrence and in the Aggregate for the period of Insurance

DEDUCTIBLES/SELF INSURED RETENTION: **AUD\$ 1,000** each & every claim

Except in respect of:

**Worker- to- Worker Claims:*
AUD\$ 25,000 each & every claim

**Worker to Worker* means any person engaged in any aspect of the Business of any Person Insured whilst employed by an employment agency, placement agency, labour Hire company or any other company or person whose business is or includes the supply and/or provision of labour

TERRITORIAL LIMITS: Worldwide.

PREMIUM: As agreed

Signed at Sydney on 30 June 2025

Signed.....



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POLICY WORDING

DEFINITIONS

In this document, the **Schedule** and the **Endorsements**, capitalised words in bold letters have the following meanings:

1. **Advertising Liability** means

- (a) Libel or slander;
- (b) Infringement of copyright or passing off of title or slogan;
- (c) Unfair competition, piracy or idea misappropriation contrary to an implied contract; or
- (d) Invasion of privacy,

committed or alleged to have been committed during the **Period of Insurance** in any advertisement, publicity article, broadcast or telecast arising out of any advertising activities conducted by or on behalf of the **Insured**, in the course of advertising its **Products**, goods or services.

2. **Aircraft** means

Any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.

3. **Business** means

All activities and operations of the business stated in the **Schedule**, including:

- (a) the ownership and tenancy of premises;
- (b) private work carried out with the consent of the **Insured** by the **Insured's** employees for any director or senior executive officer of the **Insured**; and
- (c) the provision or management of canteen, social, sports, welfare or child care organisations for the **Insured's** employees and internal first aid, fire and ambulance services.

4. **Electronic Data** means

Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.

5. **Employment Practices** means

Any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination in respect of employment by the **Insured**.

6. **Endorsement** means

A document which we give you recording any agreement to renew, vary or extend the **Policy**.

7. **Incidental Contracts** means

- (a) Any written contract for the lease of property but does not include contracts in which the **Insured** accepts an obligation to insure such property, or agrees to accept liability regardless of fault;
- (b) Any written contract with any public authority for the supply of water, gas, electricity, telephone or internet services except a contract made or entered into with such authority for work done or to be done for such authority;
- (c) Any written contract with any railway authority for the loading, unloading or transport of the **Products** or any contract relating to the operation of railway sidings.

8. **Insured** means

- (a) The **Insured** named in the **Schedule** including subsidiaries whose place of incorporation is within the Commonwealth of Australia;
- (b) Any director, executive officer, partner or employee of the **Insured** specified in 8 (a) above, but only whilst acting within the scope of their duties in such capacity;
- (c) Any person who acts as principal for a party specified in 8(a) above (**contractor**), but only:
 - (i) in respect of the principal's vicarious liability for an act or omission of the contractor in the course of the contractor performing any contract for the performance of work for the principal;
 - (ii) if the contractor is legally liable to a third party for **Personal Injury** or **Property Damage** directly caused by an act or omission of the contractor; and
 - (iii) to the extent that the contract requires the principal to be vicariously liable for the act or omission; and
 - (iv) if the principal is not entitled to be indemnified for its liability under another policy of insurance;
- (d) Any office bearer or member of the canteen, social, sports, welfare or child care organisations for the **Insured's** employees and internal first aid, fire or ambulance services formed with the consent of the **Insured** (other than a person specified in 8 (c) above), but only whilst acting within the scope of their duties in such capacity;
- (e) Any director or senior executive of the **Insured** specified in 8 (a) above in respect of private work undertaken by the **Insured's** employees for such director or senior executive.

9. **Limit of Liability** means

The amount shown in the **Schedule** as the limit of liability.

10. **Occurrence** means

An event or series of events including continuous or repeated exposure to substantially the same general conditions which results, unexpectedly and unintentionally from the standpoint of the **Insured**, in **Personal Injury** or **Property Damage** or **Advertising Liability** during the **Period of Insurance**. All **Personal Injury** or **Property Damage** attributable to one source or original cause shall be deemed to be one **Occurrence**.

With regards to **Advertising Liability**, all liability arising out of the same injurious material or act regardless of the number or kind of media used, the frequency or repetition thereof and number of claimants, shall be deemed to be one **Occurrence**.

11. **Period of Insurance** means

The period of insurance shown on the **Schedule** during which cover is provided under your **Policy**.

12. **Personal Injury** means

- (a) Bodily injury, death, sickness, disease, shock, fright, mental anguish or mental injury;
- (b) False arrest, false detention, wrongful imprisonment or malicious prosecution;
- (c) Libel or slander;
- (d) Wrongful entry, wrongful eviction or invasion of privacy;
- (e) Assault or battery committed by any employee of the **Insured** whilst engaged in the **Insured's Business**, but excluding acts committed at the direction of the **Insured** unless so directed for the purpose of preventing or eliminating danger to persons or property.

In the event of claims for **Personal Injury** arising from latent injury, latent disease or latent sickness, such injury, disease or sickness in respect of each claim shall be deemed to have first happened on the day such injury, disease or sickness was first medically diagnosed provided that diagnosis must first occur during the **Period of Insurance**.

13. **Policy** means

This document, the **Schedule** and any **Endorsement**.

14. **Pollutants** means

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals or waste. Waste includes but is not limited to material to be recycled, reconditioned or reclaimed.

15. **Products** means

Anything (after it has ceased to be in the physical custody or under the legal control of the **Insured**) which is or is deemed to have been manufactured, grown, extracted, produced, processed, sold, supplied, distributed, imported, exported, repaired, serviced, installed, assembled, erected or constructed by the **Insured** (including packaging or containers) in the course of the **Business**.

16. **Property Damage** means

- (a) Physical damage to, or loss or destruction of, tangible property including loss of use resulting therefrom. All such loss of use shall be deemed to have happened at the time of the physical damage that caused it.
- (b) Loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by physical damage of other tangible property which first happened during the **Period of Insurance** and does not result from:
 - (i) delay in, or lack of performance by or on behalf of, the **Insured** of any contract;
 - (ii) the failure of the **Products** to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by the **Insured**. However, this does not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the **Products** after such **Products** have been put to use by any person or organisation other than the **Insured**.

All such loss of use shall be deemed to have happened at the time of the physical damage that caused it.

In the event of claims arising from latent damage or from the exposure of tangible property to gradual deterioration and eventual damage, such **Property Damage** shall be deemed to have happened on the day such deterioration or damage was first discovered.

17. **Schedule** means

The most current version of the **Schedule** which we give you showing the particulars of your insurance to which we refer in this document.

18. **Territorial Limits** means

Anywhere in the world except the United States of America and Canada.

PROVIDED THAT if the **Insured** has no legal presence in the United States of America or Canada, whether by an attorney or registered company, parent company or subsidiary, the **Territorial Limits** shall include the United States of America and Canada but only in respect to:

- (a) **Products** exported to the United States of America and Canada without the knowledge of the **Insured**, the **Insured's** agents or employees;
- (b) business visits by executives or salespersons normally resident in the Commonwealth of Australia.

19. **Tool of Trade** means

Any **Vehicle** which has attached as an integral part of it any equipment for mechanical digging, scraping, grading, drilling, lifting or levelling, provided that the **Vehicle** will only be a **Tool of Trade** while the equipment on that **Vehicle** is being used for the purpose for which such equipment was designed.

20. **Vehicle** means

Any machine including attachments thereto designed to travel on wheels or on self-laid tracks and made or intended to be propelled other than by manual or animal power.

21. **Watercraft** means

Any vessel, craft or thing made or intended to float on or in, or to travel on or through or under, water.

INTERPRETATION

In the **Policy**, "includes" and "including" are not words of limitation.

Where "property" or "Property" are used in the **Policy**, they do not include **Electronic Data**.

Governing law

This **Policy** is governed by and must be construed according to the law applying in Australia.

Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this **Policy**;
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause (a).

INSURING CLAUSE

Subject to the **Limit of Liability** stated in the **Schedule**, the Company will pay to or on behalf of the **Insured** all sums which the **Insured** shall become legally liable to pay by way of compensation in respect of:

1. **Personal Injury;**
2. **Property Damage;** or
3. **Advertising Liability,**

first happening during the **Period of Insurance** within the **Territorial Limits** as a result of an **Occurrence** and happening in connection with the **Insured's Business** or **Products**.

ADDITIONAL PAYMENTS

The Company will pay, in addition to the **Limit of Liability**, all:

1. charges, expenses and legal costs incurred by the Company or by the **Insured** with the written consent of the Company in the defence of any claim.
2. expenses incurred by the **Insured** for first aid to others at the time of any **Personal Injury**; and
3. expenses incurred by the **Insured** for the temporary repair or shoring up or preservation of property which has been damaged.

These additional payments are payable provided that:

- (a) they result from an **Occurrence** for which indemnity is otherwise provided by this **Policy**;
- (b) the Company shall not be obliged to pay any claim or judgement or to defend any suit after the **Limit of Liability** has been exhausted by payment of judgements or settlements;
- (c) if a payment exceeding the **Limit of Liability** has to be made to dispose of a claim, the liability of the Company for any additional payments shall be limited to that proportion of the additional payments that reflects the proportion that the **Limit of Liability** bears to the payment; and
- (d) if a claim is made against the **Insured** in any court or before any other legally constituted body in the United States of America or Canada arising from the export of the **Products** to the United States of America or Canada or business visits to the United States of America or Canada by executives or salespersons normally resident in the Commonwealth of Australia, the **Limit of Liability** shall apply to such claim inclusive of all additional payments.

LIMIT OF LIABILITY

The liability of the Company for all compensation payable in respect of each **Occurrence** shall not exceed the **Limit of Liability**.

All claims for compensation that result from one original source, or one original cause, shall be considered to have been caused by a single **Occurrence**.

The total aggregate liability of the Company to pay compensation under this **Policy** in respect of all **Personal Injury, Property Damage and Advertising Liability** arising out of the **Products** occurring during any one **Period of Insurance** shall not exceed the **Limit of Liability** stated in the **Schedule** in respect of that **Period of Insurance**.

The **Insured** must pay, and the Company will not be liable for, the amount stated in the **Schedule** as the deductible in respect of each and every **Occurrence**. This condition applies to any liability arising out of an **Occurrence**, including but not limited to indemnity payments and all costs of investigation, defence and settlement. This condition does not relieve the **Insured** of its obligations stated in Conditions 3 and 4 of this **Policy**.

EXCLUSIONS

The Company shall not be liable for claims caused by or arising directly or indirectly out of or in connection with:

1. EMPLOYER'S LIABILITY

- (a) **Personal Injury** for which insurance against such liability (whether the insurance is limited in amount or not) is or would have been provided under a policy in a form prescribed or approved or issued pursuant to any workers' or workmen's compensation or accident compensation legislation applicable to the **Insured** or any extension of such policy granted on request as a matter of usual practice by Insurers authorised to issue such policies;
- (b) **Personal Injury** to any person arising out of or sustained in or through:
 - (i) the course of employment or deemed employment of that person in the service of the **Insured**; or
 - (ii) through a breach of any duty owed to that person;
- (c) liability imposed by the provisions of any workers' or workmen's compensation legislation or accident compensation legislation or any industrial award or agreement or determination;
- (d) **Personal Injury** to any person in the service of the **Insured** which arises from any liability imposed by an industrial award, agreement or determination;
- (e) **Employment Practices**.

2. VEHICLES

Personal Injury or **Property Damage** caused by or arising out of the use of, or ownership or operation by the **Insured** of, any **Vehicle** which is legally required to be registered or legally required to be insured.

This exclusion shall not apply to **Personal Injury** or **Property Damage**:

- (a) caused by or arising out of the delivery or collection of goods to or from any **Vehicle** where such **Personal Injury** or **Property Damage** occurs beyond the limits of any carriage-way or thoroughfare;
- (b) arising during the use of any **Tool of Trade** at any site where the **Insured** is working or at the **Insured's** premises, unless the **Tool of Trade** is used only for the transportation or haulage of goods; or
- (c) caused by or arising out of the use of an unregistered **Vehicle** whilst being driven under its own power between its point of unloading and a worksite and whilst returning from a worksite to the point of reloading for its conveyance from the area,

provided that no other indemnity is provided for such **Personal Injury** under a contract of insurance entered into for the purpose of a law that relates to compensation for **Personal Injury** arising out of the use of a **Vehicle**.

3. PROPERTY IN PHYSICAL OR LEGAL CONTROL

Property Damage to property owned by or leased or rented to the **Insured** or property in the **Insured's** physical or legal control other than:

- (a) premises which are leased or rented to the **Insured**;
- (b) premises which the **Insured** temporarily occupies in order for the **Insured** to carry out work;
- (c) **Vehicles** (not belonging to the **Insured** or used by the **Insured**) in the **Insured's** physical or legal control whilst in a car park owned or operated by the **Insured** unless part of the **Insured's** business is the operation of a car park for reward;
- (d) employee's property; or
- (e) other property in the **Insured's** physical or legal control, provided that the amount payable shall not exceed \$100,000 for any one **Occurrence** and in the aggregate during any one **Period of Insurance**. However, the Company shall not be liable for **Property Damage** to property upon which the **Insured** is or had been working where such **Property Damage** arises from the **Insured's** work.

4. REPAIR, REPLACEMENT OR RECALL OF PRODUCTS

- (a) **Property Damage** to the **Products** other than those **Products** repaired, serviced or treated by the **Insured** after such **Products** were originally sold, supplied or distributed.
- (b) damages, costs or expenses claimed for:
 - (i) the inspection, repair, removal, replacement or loss of use of the **Products**, or
 - (ii) for the recall of the **Products** or work completed by or for the **Insured** or of any property of which the **Products** or work form a part.
- (c) any **Product** warranty or guarantee given by or on behalf of the **Insured**. Exclusion 4(c) does not apply to any warranty as to product safety implied by statute.

5. PROFESSIONAL LIABILITY

Personal Injury or **Property Damage** caused by or arising directly or indirectly out of or in connection with:

- (a) the rendering of or the failure to render professional advice or service provided by the **Insured** for a fee or any error or omission connected therewith;
- (b) any design, plan, specification, formula or pattern provided by the **Insured** for a fee or any error or omission connected therewith.

This exclusion shall not apply to **Personal Injury** or **Property Damage** caused by or arising directly or indirectly out of or in connection with the rendering of or failure to render:

- (i) medical advice or service by medical persons employed by the **Insured** to provide first aid and other medical services on its premises; or

- (ii) claims in respect of **Personal Injury** or **Property Damage** professional advice or service where such professional advice or service is not given for a fee.

6. AGGRAVATED, PUNITIVE OR EXEMPLARY DAMAGES, LIQUIDATED DAMAGES AND FINES OR PENALTIES

- (a) Aggravated, punitive or exemplary damages.
- (b) Liquidated damages.
- (c) Fines or penalties imposed by law or assumed by the **Insured** under any contract, warranty or agreement.

7. WATERCRAFT, AIRCRAFT

Personal Injury or **Property Damage** caused by or arising directly or indirectly out of or in connection with the:

- (a) ownership, use or operation by or on behalf of the **Insured** of:
 - (i) any **Watercraft** exceeding 8 metres in length, except where such **Watercraft** are:
 - (A) operated by independent contractors;
 - (B) not owned by the **Insured** but used by the **Insured** for business entertainment;
 - (ii) any **Aircraft**;
 - (iii) any property used for the purpose of an airport or any commercial **Aircraft** landing strip or helipad.
- (b) **Products** which the **Insured** knew or had reasonable cause to believe would be or are installed in any **Aircraft**.
- (c) repair, maintenance, servicing of, or installation in or on, any **Aircraft**.

8. ASBESTOS

Personal Injury or **Property Damage** caused by or arising directly or indirectly out of or in connection with:

- (a) mining, manufacture, handling, sale, processing, transportation, distribution, storage or use of asbestos or asbestos products or products containing asbestos;
- (b) any process of decontamination, removal, treatment or control of asbestos or asbestos products or products containing asbestos. This Exclusion 8 (b) shall only apply to those claims arising in consequence of inhalation of asbestos fibre or damage to or loss of use of property due to the presence of asbestos in any form.

9. LIBEL AND SLANDER

The publication of a libel or slander prior to the inception date of this **Policy** or made at the direction of the **Insured** with knowledge of the falsity thereof.

10. WAR/TERRORISM

Any liability of whatsoever nature caused by or arising directly or indirectly out of or in connection with:

- (a) war, invasion, acts of foreign enemies, or hostilities (whether war is declared or otherwise); or
- (b) insurrection, civil or military uprising, rebellion, civil war or usurped power; or
- (c) terrorism; being any act of any person or group of people, involving the use of or threat of force or violence, where the purpose of the act by its nature or context is to further a political, religious or ideological aim and/or to intimidate or influence a government (whether lawfully constituted or otherwise), the public or any section of the public; or
- (d) the confiscation, nationalisation, requisition or destruction of, or damage to, any property by or under order (whether lawful or otherwise) of any government, public or local authority; or
- (e) the imposition of any economic, trade or political sanctions (whether lawful or otherwise) by any sovereign power.

11. ADVERTISING LIABILITY

Advertising Liability:

- (a) for statements made at the direction of the **Insured** with the knowledge of the illegality or falsity thereof;
- (b) for breach of contract, other than misappropriation of advertising ideas contrary to an implied contract;
- (c) for infringement or passing off of a trade mark, service mark or trade name on any products, goods or services sold, offered for sale or advertised. This does not apply to infringement of titles or slogans;
- (d) arising from export of the **Products** to or business visits by directors, officers, employees, executives or salespersons to the United States of America or Canada;
- (e) for any **Insured** whose business is advertising, broadcasting, publishing or telecasting;
- (f) for incorrect description of the price of **Products**;
- (g) for failure of **Products** to conform with advertised performance, quality, fitness or durability. This Exclusion (g) does not apply to any warranty as to product safety implied by statute.

12. RADIOACTIVE CONTAMINATION

Any liability of whatsoever nature caused by or arising directly or indirectly out of or in connection with:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel, weapon, medical isotope, waste or other material, whether occurring naturally or otherwise; or

- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
- (c) the storage, transport, assembly, disassembly, maintenance or operation of any nuclear weapon or nuclear component thereof.

13. POLLUTION

- (a) **Personal Injury** or **Property Damage** caused by or arising directly or indirectly out of or in connection with the discharge dispersal release or escape of **Pollutants**.
- (b) The cost of removing, nullifying or cleaning up **Pollutants**.
- (c) The cost of preventing the escape of **Pollutants**.

Exclusion 13 (a) and (b) shall not apply where the claim arises from a sudden identifiable, unintended and unexpected event from the standpoint of the **Insured** which takes place in its entirety at a specific time and place and occurs outside of the United States of America or Canada.

14. CONTRACTUAL LIABILITY

Any liability assumed by the **Insured** under any contract, warranty or agreement requiring:

- (a) insurance to be effected on any property not owned by the **Insured**;
- (b) the assumption of liability for **Personal Injury** or **Property Damage** or **Advertising Liability** except to the extent that such liability would otherwise have arisen at law; or
- (c) the waiving or limiting of the **Insured's** rights of recovery against another party.

This Exclusion shall not apply to:

- (i) liability assumed under an **Incidental Contract**;
- (ii) liability assumed with respect to the **Products** under a warranty as to product safety implied by statute.

15. TOBACCO

Personal Injury caused by or arising directly or indirectly out of or in connection with the inhalation or ingestion of, or exposure to, tobacco or tobacco smoke.

16. FAULTY WORKMANSHIP

The cost of performing, completing, correcting or improving any work undertaken by the **Insured**.

17. ELECTRONIC DATA

- (a) communication, display, distribution or publication of **Electronic Data**.

However, this exclusion does not apply to bodily injury, death, sickness, disease, disability, shock, fright, mental injury, mental anguish or loss of consortium resulting from any of them.

- (b) (i) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **Electronic Data**;
- (ii) error in creating, amending, entering, deleting or using **Electronic Data**; or
- (iii) total or partial inability or failure to receive, send, access or use **Electronic Data** for any time or at all

from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

18. COMPULSORY INSURANCE

Any legal liability for which a compulsory insurance is locally required.

19. OFFSHORE

Any legal liability arising out of the Insured's activities as Operator of Offshore platforms. For the purpose of this exclusion, Offshore platforms are understood as fixed or mobile facilities for the production of oil and gas, metal, energy production and the like.

CONDITIONS

1. CHANGE OF RISK

Every change materially affecting the facts or circumstances degree or amount of risk existing at the commencement of this insurance or at any subsequent renewal date shall be notified in writing to the Company as soon as such change comes to the notice of the **Insured** or any officer or representative of the **Insured**. On receipt of such notice the Company may vary the terms of this **Policy** and charge such additional premium as the Company may determine appropriate in the circumstances.

2. REASONABLE CARE AND PRECAUTIONS

- (a) The **Insured** shall take all reasonable care and precautions:
 - (i) to prevent **Personal Injury, Property Damage** or **Advertising Liability** losses;
 - (ii) to prevent the manufacture, sale or supply of **Products** which are defective; and
 - (iii) to comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property.
- (b) The **Insured** shall at its own expense trace, recall or modify any of the **Products** containing any defect or deficiency of which the **Insured** has knowledge or has reason to suspect.

3. NOTICE AND PROOF OF CLAIM

Upon the discovery of any **Personal Injury, Property Damage** or **Advertising Liability** loss or circumstance giving rise or likely to give rise to a claim under this **Policy**, the **Insured** shall:

- (a) give notice in writing to the Company as soon as practicable after the **Insured** becomes aware of such loss or circumstance, and within 30 days thereafter provide, at the **Insured's** own expense, a written statement of the cause and the amount of loss and any other proof or information with respect to the claim that may be reasonably required;
- (b) give the Company details of any other insurance covering or which may cover the same loss;
- (c) take reasonable steps to prevent further loss; and
- (d) at all reasonable times permit the Company or its agents to enquire into, investigate and examine the circumstances of any loss.

4. LIABILITY NOT TO BE ADMITTED

The **Insured** shall not admit liability for or offer to or agree to settle any claim without the written consent of the Company. The Company shall be entitled to take over and defend, in the name of the **Insured**, any claim with full discretion in the conduct of that claim.

5. FRAUDULENT CLAIM

If the **Insured** or anyone acting upon the **Insured's** behalf is in any way fraudulent in obtaining any benefit under this **Policy**, the Company may deny liability in respect of any claim and cancel the **Policy** pursuant to Condition 9 of this **Policy**.

6. NOTICE

Every notice or communication to the Company shall be in writing and sent to the office of the Company at which the **Policy** was issued. The Company shall not be deemed to have notice or knowledge of anything relating to the **Policy** or any claim or with reference to the risk insured under this **Policy** unless written notice is given in accordance with this condition.

7. SUBROGATION

The **Insured** shall, at any time at the request and expense of the Company, permit all reasonable steps required to enforce any rights to which the Company would be entitled on payment of or making good of any loss under this **Policy**. If the Company recovers an amount greater than the Company's outlays in respect of the **Insured's** claim and the expenses of recovery any excess amount will be paid to the **Insured**.

8. NO LIABILITY TO INDEMNIFY

In the event of any dispute between the Company and the **Insured** arising out of the application of this **Policy** in respect to any exports of **Products** to or business visits to the United States of America or Canada, no indemnity will attach unless such dispute is determined as above or by a court in the Commonwealth of Australia in accordance with the laws of the Commonwealth, States or Territories of the Commonwealth of Australia.

9. CANCELLATION

The Company may cancel this Policy as specified under the Insurance Contracts Act 1984 (as amended).

10. JOINT INSURED

Where the **Insured** is comprised of more than one party:

- (a) information supplied to the Company shall be deemed to have been furnished by and on behalf of all such parties; and
- (b) any information supplied to the Company or any omission or non-disclosure in relation to any renewal or extension of this **Policy**, shall be deemed to have been furnished, omitted or withheld on behalf of all such parties.

11. PREMIUM

Unless otherwise stated, the premium is adjustable. The **Insured** shall, within thirty days after the expiry of each **Period of Insurance**, provide such information as the Company may require to adjust the premium. Any difference in premium shall be paid by or allowed to the **Insured**. The **Insured** shall at all times allow the Company to inspect its records for the purpose of adjusting the premium.

12. CROSS LIABILITY

Subject to Condition 10, for the purpose of this **Policy** each of the parties comprising the **Insured** shall be considered as a separate legal entity and the word "**Insured**" shall apply to each party as if a separate policy had been issued to each of them but nothing contained in this **Policy** shall operate to increase the **Limit of Liability**.

13. OTHER INSURANCE

If there is or but for the existence of this **Policy** there would be, any other policy of insurance or indemnity in favour of or effected by or on behalf of the **Insured** applicable to the **Personal Injury** or **Property Damage**, the insurance under this **Policy** shall be excess insurance over and above the indemnity or amount of liability covered under such policy of insurance or indemnity.

14. CONDUCT OF CLAIMS

In respect of **Occurrences** covered by this Policy, the Company will have the right to defend any claim even if such claim is groundless, false or fraudulent and to make such investigation, negotiation and settlement of any claim as it deems expedient.

In jurisdictions in which the Company may be prevented by law or otherwise from performing its obligations under this Policy, the Company will pay expenses incurred with its written consent in accordance with the "Additional Payments" section of this Policy.

PRIVACY STATEMENT

In this Privacy Statement "We", "Our" and "Us" means HDI Global SE - Australia "You" and "Your" refers to Our customers and prospective customers. Defined terms used in this Privacy Statement will have the same meaning as set out in Our Privacy Policy.

This Privacy Statement is a summary of Our Privacy Policy which is found here: www.hdi.global/globalassets/_local/asia-pacific-africa/en-au/downloads/hq-aus_branch-privacy-policy_2022.pdf

Our Privacy Policy may be updated from time to time, and any updates can be found here: <https://www.hdi.global/en-au/legal/privacy/>

We comply with the Privacy Act 1988 (Cth) and the Australian Privacy Principles, as updated from time to time ("Privacy Act") and We are committed to protecting Your privacy when We collect, disclose and handle Your Personal Information.

Why We collect Your Personal Information

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide Our insurance services and products to You.

How We obtain Your Personal Information

We collect Your Personal Information (which may include sensitive information) at various points including, but not limited to, when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim (that relates to You or made against You). Your Personal Information is usually obtained directly from You, but sometimes We collect Your Personal Information via a third party such as an insurance intermediary or Your employer (e.g. in the case of a group insurance policy). Please refer to Our Privacy Policy for further details of how We obtain Your Personal Information.

When Your Personal Information is provided to Us via a third party We use that Personal Information on the basis that You have consented or would reasonably have expected Us to collect that information from the third party. We take reasonable steps to ensure that You have been made aware of how We obtain and handle Your Personal Information.

When do We disclose Your Personal Information

We may disclose Your Personal Information We collect to others, including:

- to the policyholder (where the Insured is not the policyholder i.e. group policies);
- people listed as co-insured on Your Schedule such as family members;
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claim accessors, adjustors, administrators etc);
- agents, intermediaries authorised by You such as Your current or previous brokers;
- other affiliates within Our group and Our re-insurers (who may be located overseas);

- Our insurance intermediaries, insurance reference bureau, credit reference agencies, Our advisers, Our agents, Our administrators and those involved in the claims handling process (such as assessors, investigators or other third parties) for the purpose of allowing Us and them to provide You with the relevant services and products, or for the purpose of recovery or litigation; and
- If required by law, government bodies, law enforcement, dispute resolution bodies, statutory and/or regulatory bodies.

If We need to disclose Your Personal Information to an overseas recipient, We will only do so if:

- We have reasonable grounds to believe that the overseas recipient is subject to privacy laws that provide comparable safeguards to those in the Privacy Act; or
- they agree to protect Your Personal Information in a way that, provides comparable safeguards to those in the Privacy Act.

Your decision to provide Your Personal Information

In dealing with Us, You consent to Us collecting, disclosing and handling Your Personal Information, in accordance with this Privacy Statement and Our Privacy Policy.. Your consent remains valid unless You give Us written notice to alter or revoke it.

Access to and correction of Your Personal Information

To request access to, update or correct Your Personal Information that is held by Us, please contact Our Privacy Officer at the details below.

How to Contact Us or Make a Privacy related Complaint.

Please see Our Privacy Policy for more details on how We collect, disclose and handle Your Personal Information, and Our processes for addressing complaints regarding a breach of privacy:

HDI Global SE - Australia
c/o HDI Global SE - Australia Privacy Officer
Level 19, 20 Martin Place Sydney NSW 2000
E: au.privacy@hdi.global
W: www.hdi.global.en-au/legal/privacy

Endorsement attaching to and forming part of Policy No.: **1817875-14007**

In the name of: **Bicycle Queensland Ltd**

Effective Date: **30 June 2025**

Endorsement No: **1**

Notwithstanding anything contained in this policy to the contrary, it is agreed and declared that with effect from the date shown above the following amendments are made to the policy:


SANCTIONS CLAUSE

The Insurer shall not be liable to make any payment or provide any coverage, Indemnity or other benefit under this policy to the extent that this:

- i. is prohibited by any economic, financial or trade sanctions imposed under the law of the country in which this policy is issued or otherwise provides cover, or would otherwise expose the Insurer to adverse consequences
- ii. is not recoverable by the Insurer under its reinsurance of this policy by virtue of any economic, financial or trade sanctions.

All other terms, provisions and conditions of this policy shall have full force and effect.

Signed at Sydney on 30 June 2025

Signed 



Endorsement attaching to and forming part of Policy No.: **1817875-14007**

In the name of: **Bicycle Queensland Ltd**

Effective Date: **30 June 2025**

Endorsement No: **2**

Notwithstanding anything contained in this policy to the contrary, it is agreed and declared that with effect from the date shown above the following amendments are made to the policy:

POLICY WORDING

DEFINITIONS

18. Territorial Limits means is deleted and replaced as follows:

18. **Territorial Limits** means

Worldwide.

EXCLUSIONS

3. PROPERTY IN PHYSICAL OR LEGAL CONTROL

3. (e) is deleted and replaced as follows:

- (e) other property in the **Insured's** physical or legal control, provided that the amount payable shall not exceed the **Limit** specified in the **Schedule** for any one **Occurrence** and in the aggregate during any one **Period of Insurance**. However, the Company shall not be liable for **Property Damage** to property upon which the **Insured** is or had been working where such **Property Damage** arises from the **Insured's** work.

All other terms, provisions and conditions of this policy shall have full force and effect.

Signed at Sydney on 30 June 2025

Signed



Endorsement attaching to and forming part of Policy No.: **1817875-14007**

In the name of: **Bicycle Queensland Ltd**

Effective Date: **30 June 2025**

Endorsement No: **3**

Notwithstanding anything contained in this policy to the contrary, it is agreed and declared that with effect from the date shown above the following amendments are made to the policy:

PROFESSIONAL INDEMNITY / ERRORS AND OMISSIONS EXTENSION (EXCLUDING ADVICE FOR A FEE)

INDEMNITY

The Insurers agree to indemnify the Insured against all sums which the Insured becomes legally liable to pay as compensation in respect of any Claim first made against the Insured and reported to the Insurers during the Period of Insurance arising out of any negligence, whether by act or omission, committed by the Insured in connection with the Insured's Business.

LIMIT OF LIABILITY

The total aggregate liability of Insurers in respect of all Claims under this Extension shall not exceed the **Limit** of Liability shown in the **Schedule**.

DEFINITIONS

For the purpose of this Extension:

- *"Claim"* means any written demand for compensation received by the Insured including any writ or summons or other application of any description whatsoever or cross claim or counter claim issued against or served upon the Insured.
- *"Insured"* means any person or entity who qualifies as an Insured under the Definition of Insured that appears within the Policy.

EXCLUSIONS

This Extension does not indemnify the Insured against any claim or claims arising directly or indirectly out of or in respect of:

- Retroactive Date
any act, error or omission occurring before the Retroactive Date shown in the Schedule
- Insurances
any failure or omission on the part of the Insured to effect or maintain insurance

- Liabilities covered elsewhere in Policy
any liability in respect of which the Insured is entitled to be indemnified under any other coverage afforded by this Policy
- Advice, Design & Specification
any advice, design, consultancy, specification, formula or supervision given or undertaken by the Insured where such service is undertaken in isolation and for a specific fee rather than as an integral element necessary for the carrying out of the Insured's Work or the design and manufacture of the Insured's Product
- Dishonesty & Fraud
any dishonesty, fraud, conspiracy, conversion, deceit, inducement, intentional breach of contract or injurious falsehood
- Directors & Officers
any liability incurred by directors or officers of the Insured while acting within the scope of their duties in such capacity
- Insolvency or bankruptcy
the insolvency or bankruptcy of the Insured
- Other Insurance
in respect of which the Insured is entitled to indemnity under any other insurance policy
- Prior Circumstances
 - any actual or alleged fact, matter or circumstance that the Insured knew, or ought reasonably to have known, prior to the Period of Insurance might or could give rise to a claim; or
 - any actual or alleged fact, matter or circumstance which has been, or could have been, notified under any previous insurance policy; or
 - any pending or prior litigation, or any fact, matter or circumstance alleged in or forming part of the subject matter of such pending or prior litigation, as at the commencement of the Period of Insurance or
 - any fact, matter or circumstance referred to in the proposal or any disclosure made in respect of this Policy.

All other terms, provisions and conditions of this policy shall have full force and effect.

Signed at Sydney on 30 June 2025

Signed



Endorsement attaching to and forming part of Policy No.: **1817875-14007**

In the name of: **Bicycle Queensland Ltd**

Effective Date: **30 June 2025**

Endorsement No: **4**

Notwithstanding anything contained in this policy to the contrary, it is agreed and declared that with effect from the date shown above the following amendments are made to the policy:

ADDITIONAL EXCLUSION(S)

CYBER LOSS EXCLUSION

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes any Cyber Loss.
2. If the Underwriters allege that by reason of this exclusion any Cyber Loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

However, this Exclusion does not apply in respect of liability for:

- a. any ensuing accidental injury (other than mental injury, mental anguish or mental disease); or
- b. any accidental Damage (other than loss of or damage to data in any form or to any software or programs of any type.

DEFINITIONS

Definitions for the purposes of this Exclusion:

1. "Cyber Loss" means all actual or alleged Injury or Damage or any other injury or damage of any kind, or any loss, liability, compensation, or statutory fine or penalty or any other cost or expense whatsoever, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.
2. "Cyber Incident" means:
 - 2.1 an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or
 - 2.2 a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
 - 2.3 a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust;

involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.

3. *"Computer System"* means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

MEDICAL MALPRACTICE (ABSOLUTE) EXCLUSION

The Insurers shall not be liable to indemnify the Insured in respect of or in any way connected with any liability arising out of or in connection with the rendering of or failure to render any of the following professional services:

- (i) medical surgical dental or nursing treatment including the furnishing of food or beverages in connection therewith
- (ii) furnishing or dispensing of drugs or medical dental or surgical supplies or appliances
- (iii) handling of or performing post mortem examinations on human bodies
- (iv) service by any person as a member of a formal accreditation or similar professional board or committee of the Insured or as a person charged with the duty of executing directives of any such board or committee.

DOPING EXCLUSION (ABSOLUTE)

The Insurers shall not be liable to indemnify the Insured in respect of or in any way connected with any liability arising out of or in connection with Doping.

For the purposes of this Exclusion:

"Doping" means the use of a substance (such as an anabolic steroid or erythropoietin) or technique (such as blood doping) in order to illegally inhibit or enhance sporting performance.

HEAD GEAR CONDITION

It is understood and agreed that the Insured and any of the Insureds employees:

- (a) must wear certified protective head gear while participating in all cycling activities;
- (b) must ensure that all participants engaging in the Insureds cycling activities or in cycling activities on the Insured behalf will wear certified protective head gear; and
- (c) and must ensure that all employees and participants engaging in the Insureds cycling activities will comply with all relevant Australian standards relating to head gear

Failure to comply with any of the above Conditions could adversely affect the insurance provided by this Policy or any claim the Insured may make.

SEXUAL ABUSE / MOLESTATION EXCLUSION

The Insurers shall not be liable to indemnify the Insured in respect of or in any way connected with any liability arising out of or in connection with molestation and/or sexual abuse of any kind whatsoever.

All other terms, provisions and conditions of this policy shall have full force and effect.

Signed at Sydney on 30 June 2025

Signed 