

Community Underwriting Agency

Not for Profit General Liability Policy

Quick Reference Guide for Changes to Policy Wording



Making a real difference to the way
insurance is provided to the Not for
Profit sector

This Quick Reference Guide has been prepared to provide a snapshot of the key changes that have been made to our new wording in comparison to our previous General Liability Insurance Policy. The new wording is effective for all new business and renewals attaching on or after 31 May 2025.

The information provided is intended as a summary guide only. Please review the entire policy wording for full details of the coverage provided along with the relevant extensions, definitions, conditions and exclusions.

Document Section:	New:	Old:
Identification Number	CUW GL 0525	CUW GL 0922
Important Information		
About Community Underwriting	Acts under binding authorities as Agent for Berkley Insurance Australia and Berkshire Hathaway Specialty Insurance Company.	Acts under binding authority as Agent for Berkley Insurance Australia.
About The Insurers	Primary 20m coverage acting as agent for Berkley Insurance Australia. Excess Liability coverage (above 20m) acting as agent for Berkshire Hathaway Specialty Insurance Company. Obligations of Insurers are several and not joint.	Berkley Insurance Australia.
Insuring Clauses		
Limit of Liability and Excess	The applicable Limit of Liability and/or sublimit will not be reduced by the amount of any Excess payable by You.	The applicable Limit of Liability will not be reduced by the amount of any Excess payable by You.
Automatic Extensions		
7. Remotely Piloted Aircraft (RPA)	Automatic Extension to note cover applies (subject to exclusion 33) to an Occurrence which is caused by the use of a Remotely Piloted Aircraft (RPA) in connection with the business.	No Automatic Extension - standard Aircraft Exclusion.

Document Section:	New:	Old:
8. Vicarious Liability for Conduct of Contractors, Consultants or Agents	Extending cover to include any actions caused by the conduct of a contractor, consultant or agent that is engaged by the Insured.	Previously only vicarious Liability arising from the employment or engagement of any Medical Professional.
Definitions		
Aircraft	"Aircraft" means any craft or object designed to travel through air or space. However Aircraft does not mean: - Remotely Piloted Aircraft (RPA); or - model aircraft; or - unmanned inflatable balloons.	"Aircraft" means any craft or object designed to travel through air or space, other than model aircraft or unmanned inflatable balloons used for advertising or promotional purposes.
Business	"Business" means..... participation in or the provision by You or on your behalf of any Event (subject to Exclusion 11 contained in this Policy)	"Business" means..... participation in or the provision by You or on your behalf of any exhibition, conference, performance, festival, fete, educational, social or fund raising event (subject to exclusion 11 contained in this Policy);
Event	"Event" means any form of planned meeting, exhibition, conference, performance, festival, fete, educational, social or fund-raising occasion outside of an organisations normal activities. Event does not mean any: - Small low risk activity or event that an Insured may organise or participate in as part of client engagement, fund raising, education or raising the profile of the organisation including daily outings, working bees, organised games and non-contact sports, attendance at market stalls, picnics, dinners, social functions, recreational and welfare outings, award functions; - Event held on Your premises with less than 150 people estimated to be in attendance; - Event held in commercially operated premises such as a club, restaurant, conference centre, theatre, community hall or facility with less than 750 people estimated to be in attendance;	No previous definition and replacing comments in Policy Schedule: - Increasing on premises attendees to 150 - Increasing attendees on commercially operated premises to 750 - Clarifying events not on owned premises or commercial premises included up to 250 attendees - Clarifying that meetings of a congregation, membership or community not considered an Event unless > 2,000 attendees.

Document Section:	New:	Old:
Definitions (cont)		
	d. Event not held on your premises or in commercially operated premises; with less than 250 people estimated to be in attendance; e. Meetings of a congregation, membership or, community, or client activities that take place on a regular basis or annual holy days or religious celebrations other when attendees are expected to exceed 2,000 attendees.	
Governmental Authority	“Governmental Authority” means any: a. national, domestic, international, foreign, federal, state, provincial, territorial, local or tribal government or other political subdivision thereof, whether within or outside Australia; and/or b. agency, body, unit, entity, or any other instrumentality of any government or other political subdivision thereof exercising executive, legislative, judicial, regulatory, or administrative functions of government.	No previous definition.
Medical Professionals	means any medically qualified and registered practitioner including but not limited to general practitioners, surgeons, cardiologists, obstetricians, anaesthesiologists, medical radiation practitioners, pathologists, dental practitioners, optometrists, psychiatrists, paramedics and midwives including student doctors and medical interns.	means any medically qualified doctor including but not limited to anaesthesiologists, radiologists, pathologists, surgeons, cardiologists, general practitioners and obstetricians. Medical Professional also extends to include student doctors, medical interns, dentists and midwives.
PFAS	Detailed definition of PFAS provided for referencing in Exclusion 34.	No previous definition
Remotely Piloted Aircraft (RPA)	“Remotely Piloted Aircraft” (RPA) means as defined in the Civil Aviation Safety Regulations Part 101 or as amended or replaced from time to time.	No previous definition.
Silica	“Silica” means Silicon dioxide, whether occurring in crystalline, amorphous and impure forms, silica particles, silica powder including nano silica powder, silica dust, silica fibres or silica compounds.	No previous definition.

Document Section:	New:	Old:
Definitions (cont)		
Subsidiary Company	Amended to include: b. any parish, agency, or office controlled or sponsored by the Named Insured; c. any trust or foundation controlled or sponsored by the Named Insured	No previous definition.
"We", "Us", "Our"	Includes Berkshire Hathaway Speciality Insurance Company (in respect to risks with limits in excess of \$20,000,000).	Berkley Insurance Australia only.
"You", "Your", "Yours" and "Insured"	Definition b amended to include intern. Definition k added: k. a bishop, priest, deacon or church elder of the Named Insured or a member of a religious institution undertaking activities in connection with Your Business and/or within the scope of their duties in such capacities.	Not previously included. Not previously included.
Exclusions		
6. Breach of Professional Duty	Cover writeback c. added to allow for vicarious liability from the employment or engagement of any Medical Professional.	Previously excluded liability for care provided by Medical Professionals only.
11. Events	New exclusion which combined with the new definition provides greater clarity on what is considered an event including coverage away from the Insured's premises and not held in commercial premises.	Previously a combination of additional comments in the Policy Schedule and Events exclusion.
14. Hazardous Activities	New exclusion which provides greater clarity on what are considered hazardous activities.	Previously a combination of additional comments in the Policy Schedule and Hazardous Activities exclusion.
31. Hazardous Products	New exclusion which provides greater clarity on what are considered Hazardous Products.	Previously only referred to in additional comments of the Policy Schedule.
32. Silica	New exclusion.	Not previously excluded.
33. RPAS	New exclusion in relation to cover provided under new Automatic Extension 7	
34. PFAS	New exclusion.	Not previously excluded.

Document Section:	New:	Old:
Conditions		
3. Our Rights Regarding Claims	Amending Clause 3 a. to note that the conduct of any legal proceedings and in the settlement of any claims will apply to Berkley Insurance Australia for claims up to \$20,000,000 and Berkshire Hathaway Specialty Insurance for any claims with a proportion in excess of \$20,000,000.	Previously applied to Berkley Insurance Australia.

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