

COVERAGE SUMMARY

Type of Cover:	Combined Liability Insurance (Including Management Liability)
Insurer:	ATC Insurance Solutions Pty Ltd ABN 25 121 360 978 AFS Licence Number 305802
Underwritten by:	Certain Underwriters At Lloyd's of London 100%
Policy Form/Ref.:	ATC Combined Liability Insurance Policy Wording WRD112
Policy Number:	ATCSL-34058
Policy Period:	From: 31 st December 2018 To: 31 st December 2019 At 4.00pm and any subsequent period for which the insured shall have paid and The Underwriter(s) shall have accepted the new premium.
The Insured(s):	Surfing Australia Limited, World Surf League, Mysurf.tv., Licences State Associations, Licenced Holders, Member Surf Schools, Accredited Coaches, Affiliated Clubs, Committees, Registered Members (Including Professional), Voluntary Workers, Contract Coaches, Contract Judges, Contract Lifeguards and declared Event Contractors and its subsidiary and related bodies corporate, as defined in the Corporations Act 2001, (including those acquired or incorporated during the Period of Insurance) for their respective rights, titles and interests. ABN 91 828 043 399
Situation:	7 Barclay Drive CASUARINA NSW 2487
Sport/Business:	The running of administration offices, clubs and social activities, competitive events, training and coaching, Gymnasium and Accommodation at High Performance Centre, Skate Ramps, Filming, Publisher and Broadcaster of surf and other media contents including websites and television, hiring, tour operators and associated activities involving surfing and surf schools and property owners, and any other occupation incidental thereto. Surfing means Competition, Training, Social Surfing, Stand Up Paddle Boarding and Body Boarding and all other Surfing related activities
Approved Additional Activities:	Beach Cricket Beach Volleyball Beach Touch Football Beach Soccer Beach Walking Beach Frizbees Bike Riding but only where participants wear approved helmets Bodyboarding Bushwalking Fishing Flatwater Kayaking Only All other Kayaking (including but not limited to Whitewater, Surf and Sea) but only where participants wear approved protective helmets Learn to Swim Associated with Surfing Snorkelling Standup Paddle Surfing Skateboarding but only where participants wear approved protective helmets

Yoga
Winery Tours
Prone Paddle Boarding

Members: 3,400 participants

Policy Territory: Worldwide including USA and Canada

PART 1: PROFESSIONAL INDEMNITY

The Cover:

ATC will indemnify You according to the terms of this Policy in consideration of the payment of the premium and in reliance on the contents of the proposal and any other information submitted by the Insured or on its behalf.

- 1.1 ATC will indemnify You for any Claim first made against You and notified to ATC during the Period of Insurance in respect of any civil liability arising from a breach of professional duty in the conduct of the Business Activities.
- 1.2 ATC will also pay the Defence Costs incurred with Their prior written consent in the defence, settlement or investigation of any Claim covered under clause 1.1.
- 1.3 The Policy will only indemnify the Insured for actual or alleged breached of professional duty with respect to acts, errors or omissions committed after the retroactive date shown in the Schedule

Sum Insured (Limit of Indemnity any one claim) for the conduct of the Sport/Activities detailed above **\$5,000,000**
Aggregate Limit **\$5,000,000**

Excess (Any one Period of Insurance) **\$1,000**

Retroactive Date

Date Insured registered as a business, first held continuous Professional Indemnity cover, or 5 years prior to inception, whichever is the lessor.

Automatic Extensions for Part 1

1. One automatic reinstatement
2. Continuous cover
3. Fraud and dishonesty
4. Cover for others
5. Former Subsidiaries
6. Affiliations and joint ventures
7. Competition and Consumer Act 2010 ("Australian Consumer law")
8. Confidentiality and intellectual property
9. Defamation
10. New Subsidiaries, mergers and acquisitions
11. Severability and non-imputation

PART 2: PUBLIC AND PRODUCTS LIABILITY

The Cover:

ATC will indemnify the Insured according to the terms of this Policy in consideration of the payment of the premium and in reliance on the contents of the proposal and any other information submitted by the Insured or on its behalf.

- 2.1 ATC will indemnify the Insured for the Insured's legal liability to pay compensation in respect of:
 - a) Injury, and/or
 - b) Damage, and/or
 - c) Advertising injury

Happening within the Policy Territory during the Period of Insurance as a result of an Occurrence in connection with the Business Activities.

- 2.2 ATC will also pay the Defence Costs incurred with Their prior written consent in the defence, settlement or investigation of any claim covered under clause 2.1

Sum Insured (Limit of Indemnity any one occurrence) for the conduct of the Sport/Activities detailed above **\$20,000,000**

Excess **\$1,000**

Automatic Extensions for Part 2

1. Multiple Insureds Clause
2. Representation Costs
3. First Aid Expenses
4. Temporary repairs
5. New Subsidiaries, mergers and acquisitions

Special Provisions and Endorsements:

North American Conditions

This Policy is subject to the following additional terms and exclusions in respect of any claim, judgement, award, payment or settlement made in any country or territory which operates under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part)

Punitive and exemplary damages exclusion

Regardless of any other provision of this insurance, this insurance does not apply to punitive or exemplary damages.

Industries, seepage, pollution and contamination exclusion

This insurance does not cover any liability for:

- Injury or loss of or damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination
- The cost of removing nullifying or cleaning-up seeping, pollution or contaminating substances.
- Fines penalties punitive or exemplary damages

Costs Inclusive

It is understood and agreed that notwithstanding anything contained herein to the contrary all costs and expenses incurred in the defence or settlement of any claim shall be considered as part of and not in addition to the Limit under this insurance stated in the Schedule.

Workers Compensation

This Policy shall not apply to any claim or claims:

Arising out of any obligation for which the Insured and any Company as their Insurer may be held liable under any workers' compensations, unemployment compensation or disability benefits law or any similar law provided, however, that this exclusion does not apply to liability of others assumed by the Insured under contract or agreement.

Disputes

Any disputes concerning the interpretation of the terms conditions limitations and/or exclusions contained herein is understood and agreed by both the Insured and the Insurers to be subject to English Law. Each party agrees to submit to the jurisdiction of any Court or competent jurisdiction within England or Wales and comply with all requirements necessary to give such Courts jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

Excess

An excess of AUD 5,000 will apply for each and every claim

Participant to Participant Extension

It is hereby noted and agreed that General Exclusion 3.13 is removed from this policy.

UAV Extension

It is noted and agreed that Exclusion 2.5.8 is deleted and replaced with the following:

Aircraft, watercraft and hovercraft

Any claims:

1. Arising from or out of the ownership possession or use by or on behalf of the insured of any:
 - a. Mechanically propelled vehicle or mobile plant
 - b. Aircraft or aerospace device, other than legal liability arising out of the use of unmanned aerial devices (UAVs) provided always that:
 - i. Indemnity is not provided resulting from the impact or threatened impact between any UAV and any aircraft or aerospace device;
 - ii. Any UAV is not being operated:
 - a. During take-off or landing, within 150 metres of any person, vessel, vehicle or structure not under the control of the aircraft operator;
 - b. Beyond Visual Line of Sight (VLOS) and not further than 1,000 metres from the point of operation;
 - c. Over or within the confines of a congested area; except where written permission has been obtained in Australia from the Australian Civil Aviation Safety Authority or;
 - d. At a height of more than 500 metres above ground level;
 - e. Hovercraft; or
 - f. Water-borne craft, other than:
 - i. Hand propelled or sailing craft in inland territorial waters; or
 - ii. Water-borne craft not owned by the insured but used by the insured for business entertainment; or
 - iii. Mechanically propelled water borne craft not exceeding 8 metres in length in inland or territorial waters.

Provided always that there is not more specific insurance applying.

For the purpose of this endorsement:

Unmanned Aerial Vehicle (UAV) means an aircraft without human pilot on board, which is remotely controlled for civil or commercial use only and which weighs 20 kilograms or less.

Trampolining Activities

All trampolining activities must be provided in accordance with Australian Standard and manufacturer's recommendations and operated in accordance with details provided to underwriters.

PART 3:

MANAGEMENT LIABILITY

Not Insured

Cancellation

This Policy may be cancelled at any time at Your request in which case We will retain premium calculated at the short period rate for the time the Policy has been in force less Our administration fee. This calculation shall be made on a seasonal risk basis. We may cancel this Policy in accordance with the Insurance Contracts Act 1984 (as amended).

If however You request the cancellation for this Policy and We have been notified of a Claim or a pending Claim against this Policy, We will retain 100% of the premium.

Cooling Off Period

You have the right to cancel and return the insurance contract within 14 days of the date it was issued to you or was varied to add a new policy section (cooling off period), unless you make a claim under the contract within the cooling off period.

If you cancel it in this time, we will return you any premium you have paid us. To cancel, you must notify us within the cooling off period. You can do this by putting it in writing to your broker. To cancel at other times, please see “Cancelling a Policy” in your policy wording.