

## COVERAGE SUMMARY

<b>Type of Cover:</b>	Sports Combined Liability Insurance		
<b>Insurer:</b>	ATC Insurance Solutions Pty Ltd ABN 25 121 360 978 AFS Licence Number 305802		
<b>Underwriter:</b>	Certain Underwriters At Lloyd's of London 100%		
<b>Policy Form/Ref.:</b>	ATC Sports Combined Liability Insurance Policy Wording Version 1.2 (Dated 22 <sup>nd</sup> July 2014)		
<b>Policy Number:</b>	ATCSL00470		
<b>Binder Number:</b>	B087516Y135052		
<b>Policy Period:</b>	From:	4.00pm	31 <sup>ST</sup> December 2016
	To:	4.00pm	31 <sup>ST</sup> December 2017
<b>Insured:</b>	Surfing Australia Limited, World Surf League, Mysurf.tv. Licenced 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		
<b>Address/Situation:</b>	1.	Suite 215 and Suite 215a The Strand 72-80 Marine Parade COOLANGATTA QLD 4225	
	2.	Mainwarring Precinct 1 Barclay Drive CASUARINA NSW 2487	

## **C O V E R A G E   S U M M A R Y (Continuation)**

<b>Sport Description:</b>	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.
<b>Additional Activities:</b>	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
<b>Policy Territory:</b>	Worldwide Including United States of America (USA) and Canada

### **SECTION 1**

#### **PROFESSIONAL INDEMNITY**

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.

<b>Insuring Clauses:</b>	ATC will indemnify the Insured for any Claim first made against the Insured and notified to Us during the Period of Insurance in respect of any civil liability arising from breach of professional duty in the conduct of the Sport.
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## COVERAGE SUMMARY (Continuation)

ATC will also pay the Defence Costs incurred with Our prior written consent in the defence, settlement or investigation of any Claim covered under clause 1.1.1

The Policy will only Indemnify the Insured for actual or alleged breaches of professional duty with respect to acts, errors or omissions committed after the retroactive date shown in the Schedule.

<b>Professional Indemnity:</b>	<b>\$5,000,000</b>	each and every Occurrence and in the aggregate
<b>Excess:</b>	\$Nil \$1,000	for Personal Injury claims all other claims (costs inclusive)
<b>Retroactive Date:</b>	Date Insured registered as a business or 5 years prior to inception, whichever the lessor	
<b>Automatic Extensions:</b>	<ol style="list-style-type: none"> <li>1. One Automatic reinstatement</li> <li>2. Continuous cover</li> <li>3. Fraud and Dishonesty</li> <li>4. Cover for others</li> <li>5. Former Subsidiaries</li> <li>6. Affiliations and joint ventures</li> <li>7. Competition and Consumer Act 2010 ("Australian Consumer law")</li> <li>8. Confidentiality and intellectual property</li> <li>9. Defamation</li> <li>10. New Subsidiaries, mergers and acquisitions</li> <li>11. Severability and non-imputation</li> </ol>	
<b>Specific Exclusions:</b>	<ol style="list-style-type: none"> <li>1. Assumed liability</li> <li>2. Waiver of rights</li> <li>3. Fines, penalties and aggravated damages</li> <li>4. Dishonest, fraudulent, malicious, or reckless acts</li> <li>5. Known claims and circumstances</li> <li>6. Documents</li> <li>7. Employers liability</li> <li>8. Employment Disputes</li> <li>9. Directors and officers</li> <li>10. Related persons</li> <li>11. Property</li> <li>12. Products Liability</li> <li>13. Care, custody and control</li> <li>14. Insurance</li> </ol>	

## COVERAGE SUMMARY (Continuation)

### SECTION 2

### PUBLIC AND PRODUCTS LIABILITY

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.

#### Insuring Clauses:

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 Sport.

ATC will also pay the Defence Costs incurred with Our prior written consent in the defence, settlement or investigation of any claim covered under clause 2.1.1

<b>Public Liability:</b>	<b>\$20,000,000</b>	each and every Occurrence
<b>Products Liability:</b>	<b>\$20,000,000</b>	each and every Occurrence and in the aggregate
<b>Excess:</b>	\$Nil	for Personal Injury claims
	\$1,000	all other claims (costs inclusive)

#### Automatic Extensions:

1. Multiple Insured Clause
2. Representation costs
3. First aid expenses
4. Temporary repairs
5. New Subsidiaries, mergers and acquisitions

## COVERAGE SUMMARY (Continuation)

### Specific Exclusions:

1. Assumed Liability
2. Waiver of rights
3. Fines, penalties and aggravated damages
4. Motor vehicles
5. Care, custody or control
6. Employment liability
7. Products
8. Aircraft, watercraft and hovercraft
9. Faulty workmanship
10. Professional Indemnity
11. Assault and battery
12. Defamation
13. Pollution
14. Insurance

### General Exclusions:

1. Terrorism
2. USA and Canada
3. War and invasion
4. Radioactive, contamination, chemical, biological, Bio-chemical and electromagnetic weapons
5. Asbestos
6. Non-medically prescribed drugs
7. Computers and electronic data
8. Sexual molestation
9. Tobacco and smoking
10. Child care
11. Demolition, excavation and building works
12. Underground cables
13. Participant to participant
14. Fees and debts
15. Solarium use
16. Pollution (Section 1 only)

### Endorsements:

***It is hereby noted and agreed that the following General Condition is added to this Policy:***

#### **4.13 Several Liability Notice – LSW 1001**

The subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## **C O V E R A G E   S U M M A R Y (Continuation)**

### **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 exclusions**

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, polluting 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 of 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 an 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.

## COVERAGE SUMMARY (Continuation)

### Disputes

Any dispute 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 to 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 Exclusion

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

In all other respects, the policy is unaltered.

## OUR CONTRACT WITH YOU

The terms of cover are contained in this Policy, the Schedule and any attachments to the Schedule.

You should keep all of the Policy documents in a safe place.

## YOUR DUTY OF DISCLOSURE

Before you take out an insurance policy with us, the *Insurance Contracts Act 1984* requires you to tell us every matter that is known to you that:

you know to be a matter relevant to our decision whether to accept the risk and, if so, on what terms, or

a reasonable person in the circumstances could be expected to know to be a matter relevant to our decision.

Therefore, before you enter (or renew, extend, vary or reinstate) an insurance policy with us you must:

give us complete and honest answers

tell us everything you know, and

tell us everything that a reasonable person in the circumstances could be expected to know.

## **C O V E R A G E   S U M M A R Y (Continuation)**

### **Who needs to disclose**

You are answering questions on behalf of both yourself and anyone else you want to be covered by this insurance. The duty of disclosure applies to you and everyone else insured by the policy.

### **How long does the duty of disclosure last**

The duty to disclose continues right up to the commencement date of the insurance or the date it is renewed.

### **What We do not need to be told**

You do not need to tell us about any matter that:

- diminishes our risk
- is of common knowledge
- we know or, in the ordinary course of business, ought to know, or
- we say we do not need to know.

### **Failure to disclose**

We can reduce the amount we pay under this insurance for a claim or even cancel the insurance cover if you or anyone else insured under the policy fail to comply with the duty of disclosure.

If a non-disclosure is fraudulent, we may avoid the policy under the Insurance Contracts Act 1984, resulting in us treating the Policy as if it never existed.

## **CANCELLATION**

You may cancel your policy at any time by writing to us and advising us that you wish to cancel your policy. The cancellation will take effect from the date we receive such notice in writing. We will be entitled to retain premium which applies for the time on risk and an amount for our expenses subject to minimum premium provisions and any relevant government taxes and/or charges.

We may cancel your policy in any of the circumstances set out in, and in the manner allowed by, the *Insurance Contracts Act 1984*. We will advise you in writing if the Policy is cancelled by us.



## **C O V E R A G E   S U M M A R Y (Continuation)**

### **COMPLAINTS & DISPUTE RESOLUTION**

We are committed to dealing with any complaint about Our products or services, promptly and fairly.

If You or a Covered Person have a complaint, please first try to resolve it by speaking to the relevant member of Our staff.

If the complaint relates to the insurance cover, We have an internal disputes resolution process and suggest you contact Our Internal Dispute Resolution Officer on (03) 9258 1777 or by writing to Us.

We will acknowledge receipt of the complaint within three working days and, provided We have sufficient information, will complete the review within 15 working days. If this is not possible, We will agree a new timeframe for responding to You or the Covered Person. In any case, We will provide an update every ten working days.

If the matter is still not resolved, You or a Covered Person may then contact:

#### **Lloyd's Underwriters' General Representative in Australia**

Suite 2, Level 21, Angel Place  
123 Pitt Street  
Sydney NSW 2000  
Telephone: (02) 9223 1433

Lloyd's Australia offers a no cost complaint resolution service to You (and Covered Persons) which is independent and impartial. Lloyd's will advise You on how to proceed with Your complaint. If Lloyd's is unable to assist, they will promptly advise You or the Covered Person.

If You or a Covered Person are still not satisfied with the final decision, You or the Covered Person may wish to contact the Financial Ombudsman Service. This is a free independent external disputes resolution service provided to customers to review and resolve complaints where We have been unable to satisfy Your or the Covered Person's concerns.

For further details, please contact:

#### **Financial Ombudsman Service**

GPO Box 3 Melbourne VIC 3001  
Telephone: 1300 78 08 08  
Website: [www.fos.org.au](http://www.fos.org.au)  
Email: [info@fos.org.au](mailto:info@fos.org.au)

## COVERAGE SUMMARY (Continuation)

### PRIVACY

In this statement "we", "us" and "our" means Lloyd's and ATC Insurance Solutions (ATC) as its agent.

We are bound by the requirements of the Privacy Act 1988 (Cth), the Privacy Amendment (Private Sector) Act 2000 (Cth) and the Privacy Amendment (Enhancing Privacy Protection) Act 2012. This sets out standards on the collection, use, disclosure and handling of personal information.

Our Privacy Policy is available at [www.atcis.com.au](http://www.atcis.com.au) or by calling us on the number below.

We, and our agents, need to collect, use and disclose your personal information in order to consider your application for insurance and to provide the cover you have chosen, administer the insurance and assess any claim. You can choose not to provide us with some of the details or all of your personal information, but this may affect our ability to provide the cover, administer the insurance or assess a claim.

We may disclose your personal information to third parties (and/or collect additional personal information about you from them) who assist us in providing the above services and some of these are likely to be overseas recipients in the United Kingdom.

These parties which include our related entities, distributors, agents, insurers, claims investigators, assessors, lawyers, medical practitioners and health workers, and federal or state regulatory authorities, including Medicare Australia and Centrelink will only use the personal information for the purposes we provided it to them for (unless otherwise required by law).

Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from your representatives or co-insureds).

If you provide information for another person you represent to us that:

you have the authority from them to do so and it is as if they provided it to us;  
 you have made them aware that you will or may provide their personal information to us, the types of third parties we may provide it to, the relevant purposes we and the third parties we disclose it to will use it for, and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

You are entitled to access your information and request correction if required. You may also opt out of receiving materials sent by us by contacting ATC on (03) 9258 1777 or write to us.