



Confirmation of Insurance

23 July, 2020
Ref: 20070010

Re: Australian Windsurfing Association

Class : Marine Combined Liability
Policy No. : TML002064
Period : 30/06/20 to 30/06/21
Insurer : Certain Underwriters at Lloyd's Under Binder Agreement B1750
0200026

Covering:

MARINE COMBINED LIABILITY INSURANCE

Insured Name

Australian Windsurfing Association and all affiliated clubs and entities including all members, temporary members (for events only), accredited coaches, event promoters, accredited officials, directors, executives and volunteers

Interested Parties

NSW Office of Environment & Heritage, Parks and Wildlife Group

Shoalhaven City Council

TYPE OF BUSINESS

The principal activities of Australian Windsurfing Association is windsurfing including all administration, association sanctioned events, training and practice sessions under the auspices of the Insured

LOCATION

Sydney NSW 2000

PUBLIC LIABILITY

LIMIT OF LIABILITY \$ 20,000,000

PRODUCTS LIABILITY

Any One Occurrence

LIMIT OF LIABILITY \$ 20,000,000

Any One Occurrence and
in the Aggregate during
any one period of
Insurance

SHIP REPAIRERS LIABILITY



LIMIT OF LIABILITY \$ 20,000,000
Any One Occurrence and
in the Aggregate during
any one period of
Insurance

STATUTORY LIABILITY

LIMIT OF LIABILITY \$ 1,000,000
Any One Occurrence and
in the Aggregate during
any one period of
Insurance

PROPERTY IN PHYSICAL & LEGAL CONTROL

LIMIT OF LIABILITY \$ 500,000
Any One Occurrence

Professional Indemnity

Limit of Liability..... \$5,000,000
Any one claim or series
of claims arising out of
any one Occurrence and
in the aggregate during
any one Period of
Insurance

Molestation, Sexual Abuse/Assault

LIMIT OF LIABILITY \$ 250,000
In respect of any one
occurrence or series of
occurrences arising out
of one event and in the
aggregate first notified
during the period of
insurance. This is
written on a claims
made basis

TESTING & COMMISSIONING LIABILITY

LIMIT OF LIABILITY \$ 10,000,000
Any One Occurrence

RETROACTIVE DATE

30th June2020

ADDITIONAL BENEFITS

Towing - Included

Removal of Wreck -
Limit \$10,000,000 in respect of any one claim and in the aggregate any
one period of insurance.

Hotwork Extension -
Included subject to full compliance with Australian
Standard 1674

Detention - Included

Professional Advice -
Included provided no fee charged (refer Exclusion 3.13)

OPTIONAL EXTENSION - Additional Premium Payable



Products Exported to USA or Canada - Not included

COVERING

LEGAL LIABILITY to pay compensation in respect of

- a. Death or Injury to any Third Party
- b. Damage to Property of a Third Party caused by an occurrence during the period of insurance within the geographical limits in connection with the business.

In addition to the LIMIT OF LIABILITY the Insurer will pay

- a. All Costs & Expenses incurred with the written consent of the Insurer
- b. All Legal Costs incurred by the Insured for representation at
 - i) Any Coroners inquest or inquiry,
 - ii) proceedings in any Court of summary jurisdiction arising out of any alleged breach of statutory duty resulting in Injury or Damage to property which may be the subject of indemnity under the policy.
- c. All charges expenses and law costs recoverable from the Insured by claimants in connection therewith.

BIOSECURITY RISK OR INFECTIOUS HUMAN DISEASE

We will not cover any claim as a result of or in connection with any biosecurity risk or listed human disease or other infectious human disease under the Biosecurity Act 2015 (Cth), subsequent amendments or equivalent legislation.

MEMBER TO MEMBER LIABILITY

Liability is extended to Individual members for all Windsurfing activities 24 hours a day, including all administration, training and practice sessions under the auspices of the Insured and whilst participating in Events that are organised &/or sanctioned by the Insured or events organised by Australian Sailing affiliated clubs.

The Named Insured in the Schedule is extended to include every office bearer or member of social and sporting clubs, canteen and welfare organisations and first aid, fire and ambulance services formed with your consent in respect of claims arising from their duties connected with the activities of any such club, organisation or service.

GEOGRAPHICAL LIMITS

1. ANYWHERE IN AUSTRALIA
2. ELSEWHERE IN THE WORLD (subject to Australian jurisdiction clause) in respect of
 - a. Products or Goods Supplied
 - b. Commercial Visits by Directors and Non Manual Employees from the Commonwealth of Australia.

PRINCIPAL EXCLUSIONS

- Goods Exported to USA or Canada
- Contractual Liability
- Employers Liability
- Faulty Workmanship
- Product Recall
- Product Guarantee
- Asbestos

LSW 1001 (INSURANCE) -
SEVERAL LIABILITY NOTICE:

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 the 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.



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t/as Trident Underwriting

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AFSL 237 360



IMPORTANT NOTICE

In arranging and effecting the contract of insurance, Trident Insurance Group Pty Ltd (ABN 94 247 973 307) will be acting as agent of the Insurers, not as your agent.

Note: This confirmation is issued as a matter of information only and does not confer any rights upon the confirmation holder. The confirmation does not amend, extend or alter the coverage afforded by the policy/policies detailed herein.

Yours faithfully,
Current Business
TRIDENT MARINE INSURANCE