

<b>Class of Policy:</b>	Sports Personal Accident Insurance	<b>Quote ID:</b>	90431
<b>The Insured:</b>	Surfing Australia Limited		

**Sports Personal Accident Insurance**

<b>Insurer:</b>	Certain Underwriters at Lloyd's of London		
<b>Policy Number:</b>	ATCSI-34072		
<b>Issued by:</b>	ATC Insurance Solutions Pty. Ltd. as agent for the Insurer		
<b>Insured:</b>	Surfing Australia Limited		
<b>Policy Period:</b>	<b>From:</b>	31 Jan 2021	
	<b>To:</b>	31 Jan 2022	
		4:00pm local standard time	
<b>Policy Wording:</b>	Sports Personal Accident Insurance PDS Policy Wording WRD104 v1.2		
<b>Business Description:</b>	The running of administration offices, clubs and social activities, competitive events, training and coaching, Gymnasium and Accommodation at High Performance Centre, 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.		
<b>Address/Situation:</b>	7 Barclay Drive CASUARINA NSW 2487		
<b>Number of Participants:</b>	3865		
<b>Aggregate Limits:</b>	Any One Accident		\$1,000,000
	Any One Scheduled Flight		\$500,000
	Any Other Flight		\$500,000
<b>Maximum Accumulation Limit:</b>	\$1,000,000		
<b>Policy Territory:</b>	Australia		

**Scope of Cover**

Cover under this policy will be operative whilst a Covered Person is undertaking the following activities arranged by or under the auspices of the Insured:

- > Playing or taking part in club, representative, state or national games or competitions
- > Attending a training or practice session
- > Administrative, social or fundraising activities of the Insured
- > Travelling to, from or between activities stated above and a Covered Person's normal place of residence or employment. Any amount payable under Section 4.6 Section A: death and Section B: capital benefits shall be limited to 20% of applicable benefit.

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**Schedule of Benefits**

**Category A**

Covered Persons: All registered members, voluntary workers, directors and committee members whilst actually engaged in and on behalf of the Insured but only whilst such work has been officially organized and under the direction of the Insured including necessary travel directly to and from or during such voluntary work.

Section A: Death	\$75,000
Section B: Capital Benefits	\$75,000
Section C: Permanent Total Disablement from Sickness	Not Applicable
Section D: Loss of Income	Not Applicable
Waiting Period	Not Applicable
Benefit Period	Not Applicable

**Additional Benefits:**

- 1. Non-Medicare Medical Expenses**
  - a) Percentage of expenses paid 100%
  - b) Maximum sum insured \$2,500
  - c) Excess (each and every claim) \$20
  - d) Benefit Period (number of weeks) up to a maximum of 52 weeks
  
- 2. Student Allowance** Not Insured
  
- 3. Parents Inconvenience Allowance**
  - a) Daily benefit \$25 per day up to a maximum total benefit of \$500
  - b) Waiting Period (consecutive days) 14 Days
  - c) Excess (each and every claim) NIL
  
- 4. Hospitalisation Benefit** Not Insured
  
- 5. Coma Benefit (in addition to Additional Benefit 4)** Not Insured
  
- 6. Home Modification and Relocation Assistance** \$10,000
  
- 7. Rehabilitation Expenses** \$1,000
  
- 8. Retraining Expenses** \$1,000
  
- 9. Membership Fees Benefit** Not Insured
  
- 10. Funeral Expenses** \$5,000
  
- 11. Domestic Duties Assistance** Not Insured
  
- 12. Personal Property Expenses**
  - a) Maximum sum insured \$250
  - b) Excess (each and every claim) \$50

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**13 Disappearance** Yes

**14 Exposure** Yes

**Age Limits** 5- 75

**Premium Due Date** 45 days after the start of the Policy Period

**Memoranda**

**Memorandum 1 - Added Definition**

It is hereby noted and agreed that the following definition is added to this Policy:

**MAXIMUM ACCUMULATION LIMIT** means the maximum amount payable under this Policy for all claims made during the Policy Period stated on the Schedule.

**Memorandum 2 - Fractured Bones Lump Sum**

It is hereby noted and agreed that the following section is added to this policy:

Section E: Fractured Bones                      Benefit Payable: \$2,000

The following scale applies in respect of this benefit:

Insured Event	Benefit
<b>Bodily Injury resulting in the following fractured bones:</b>	
32. Neck, skull or spine (Complete Fracture)	100%
33. Hip	75%
34. Jaw, pelvis, leg ankle or knee (Other Fracture)	50%
35. Cheekbone, shoulder or Hairline Fracture of skull or spine	30%
36. Arm, elbow, wrist or ribs (Other Fracture)	25%
37. Jaw, pelvis, leg, ankle or knee (Simple Fracture)	20%
39. Nose or collar bone	20%
40. Arm, elbow, wrist or ribs (Simple Fracture)	10%
41. Finger, foot, hand or Toe	7.5%

It is further noted and agreed that the following definitions are added to this policy:

**COMPLETE FRACTURE** means as fracture in which the bone is broken completely across and no connection is left between the pieces.

**FINGERS AND TOES** means the digits of a hand or foot.

**HAIRLINE FRACTURE** shall mean a fracture without separation of the fragments and the line of the break being very thin.

**Quotation Schedule**

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**OTHER FRACTURE** means any fracture other than a simple fracture.

**SIMPLE FRACTURE** means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a Medical Practitioner requires minimal and uncomplicated medical treatment.

In order for a claim to be considered under Section E, the Insured Event must have occurred:

- a) solely as a result of an Accident within the Scope of Cover, and
- b) within 12 months from the date of the Accident, and
- c) as a result of an Accident during the Policy Period and whilst the claimant is a Covered Person.

**Memorandum 3 - Loss of Teeth/Dental**

It is hereby noted and agreed that the following section is added to this policy:

Section F: Accidental Dental                                  Benefit Payable: \$1,000

The following scale applies in respect of this benefit:

Insured Event	Benefit
Bodily Injury resulting in the following:	
22. Loss of teeth or full capping or teeth, per tooth	100%
23. Partial capping of teeth, per tooth	50%

The maximum amount payable per tooth is \$250.

A tooth does not include dentures, implants or dental fillings.

No cover is provided for the general maintenance of dental health.

In order for a claim to be considered under Section E, the Insured Event must have occurred:

- a) solely as a result of an Accident within the Scope of Cover, and
- b) within 12 months from the date of the Accident, and
- c) as a result of an Accident during the Policy Period and whilst the claimant is a Covered Person.

No cover is provided for the general maintenance of dental health.

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**Memorandum 4- Shark Attack**

It is hereby noted and agreed that if a Bodily Injury is sustained following a shark attack, and no benefit or additional benefit is payable under this policy, a benefit of \$1,000 will be paid to the Covered Person.

**Memorandum 5 - Laceration**

It is hereby noted and agreed that if a Bodily Injury is sustained which causes a laceration requiring more than twenty (20) stitches, a benefit of \$1,500 will be paid to the Covered Person.

**Coronavirus Absolute Exclusion**

Notwithstanding any other provision, no cover is provided under this policy for any claim, loss, liability, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:


- (a) any fear or threat (whether actual or perceived) of; or
- (b) any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of;

coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

**In all other respects, the policy is unaltered.**

**THE UNDERWRITER:** Certain Underwriters at Lloyd's of London

This Schedule and Endorsements and Policy Wording shall be read together as one Contract. Marginal notes and Headings are used for identification and do not form part of the Policy Wording.



Signed: \_\_\_\_\_  
for and on behalf of ATC Insurance Solutions Pty. Ltd.  
acting as agent for the Underwriter as specified above

Date: 22 January 2021

**TAX INVOICE**

This document becomes a Tax Invoice for GST when payment is made. Where your broker issues you a Tax Invoice, which included an amount for this supply of insurance, your payment is made against the broker's invoice and this document does not become a Tax Invoice.

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If you are registered for GST purposes, your input tax credit entitlement is or is based on the GST amount shown above. Please note that in accordance with the GST law relating to insurance premiums the GST amount may be less than 1/11th of the total amount payable.

**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 enter into an insurance contract, you have a duty to tell Us anything that you know, or could reasonably be expected to know, may affect Our decision to insure you and on what terms.

You have this duty until We agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

**You do not need to tell Us anything that:**

- reduces the risk We insure you for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive your duty to tell Us about.

**If You do not tell Us something**

If you do not tell Us anything you are required to, We may cancel your contract or reduce the amount We will pay you if you make a claim, or both. If your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

**CANCELLATION****(a) Cancellation by the Insured during Cooling-Off Period:**

The Insured have the right to cancel the Policy by notifying Us in writing within fourteen (14) days of the date the Policy was issued to the Insured (Cooling-Off Period). The Insured is entitled, during the Cooling-Off Period, to a complete refund of the amount the Insured has paid for the Policy. If the Insured choose to cancel the policy during the Cooling-Off Period, We will treat the policy as never having existed.

The Insured is not entitled to a refund if, during the Cooling-Off Period, the Policy has already expired or if the Insured has made a claim under the Policy.

**(b) Cancellation by the Insured after Cooling-Off Period:**

The Policy may be cancelled by the Insured at any time by giving notice in writing to Us. Such cancellation will be effective from the date upon which We physically receive Your notice. Upon receipt of such notice the Insured will be entitled to a pro rata refund of premium for that portion of the Policy not utilised, less 10% of the premium amount, any administration fees and any Government taxes or duties we are unable to recover.

**(c) Cancellation by Us:**

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The Policy may be cancelled by Us in accordance with the provisions of the Insurance Contracts Act 1984. The Insured will be entitled to a pro rata refund of premium for that portion of the Policy not utilised less any administrative fees and any Government taxes or duties we are unable to recover.

Subject at all times to Us retaining any minimum Policy premium amount in force at the time of cancellation.

In the event that the Insured has made a claim or notification under the Policy, the Insured will not be entitled to a pro-rata refund for any unused portion of the premium.

Should the policy be issued on a seasonal basis, this will be considered when calculating a pro-rata refund of premium.

**COMPLAINTS & DISPUTE RESOLUTION**

We view any complaint made about Our products or services seriously and aim to deal with it promptly and fairly. If you have a complaint please first try to resolve it by speaking to the relevant member of Our staff.

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 at the address given above.

If the matter is still not resolved, you may then contact:

Lloyd's Underwriters' General Representative in Australia  
Level 9, 1 O'Connell Street  
Sydney NSW 2000 Australia  
Telephone: 02 8298 0783  
Facsimile: 02 8298 0788  
Email: [idraustralia@lloyds.com](mailto:idraustralia@lloyds.com)

Following receipt of your dispute, you will be advised whether your dispute will be handled by either Lloyd's Australia or the Policyholder & Market Assistance Department at Lloyd's in London.

If you are still not satisfied with the final decision and you are a natural person or a small business, you may wish to contact the Australian Financial Complaints Authority, which is a free independent external disputes resolution service provided to customers to review and resolve complaints where We have been unable to satisfy your concerns. The complaint must fall within its rules to be considered.

For further details you can visit their website [www.afca.org.au](http://www.afca.org.au) or contact them:

Address: GPO Box 3  
Melbourne VIC 3001  
Telephone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)

AFCA will not generally consider a complaint/dispute unless it is lodged before the earlier of the following time limits:

- within 2 years of the date of Our final IDR response; and
- within 6 years of the date when you first became aware (or should reasonably have become aware) that you suffered the loss.

However, AFCA may still consider a complaint/dispute lodged after either of these time limits if it considers that special circumstances apply.

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If you are not eligible for referral to AFCA, you may be eligible for referral to the UK Financial Ombudsman Service. Such referral must occur within 6 months of the final decision by the Complaints team at Lloyds. Further details will be provided with their final decision to you.

**PRIVACY**

In this Privacy statement "we", "us" and "our" means ATC acting under a binder as the Insurers agent and "you" or "your" means any individual whose personal information we collect for the purposes of the Policy.

We are bound by the requirements of the Privacy Act 1988 (Cth), which set out standards on the collection, use, disclosure and handling of personal information.

Personal information is essentially any information or an opinion about an identified individual, or an individual who is reasonably identifiable. See the Privacy Act for full details of what constitutes personal information.

Our Privacy Policy is available at [www.atcis.com.au](http://www.atcis.com.au) or you can contact us as follows:-

ATC Insurance Solutions Pty Ltd  
Level 4, 451 Little Bourke Street  
Melbourne VIC 3000  
Telephone: 03 9258 1777

For more information about how Your insurer uses Your personal information please see their full privacy notice, which is available in the Privacy section of their website <https://www.lloyds.com/> or in other formats on request.

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 and to make special offers of other services and products provided by us or those we have an association with, that might be of interest to you. 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, including in the United Kingdom. Who they are may change from time to time. You can contact us for details. In some cases we may not be able to take reasonable steps to ensure they do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire our services and products you agree that you cannot seek redress under the Act or against us (to the extent permitted by law) and may not be able to seek redress overseas.

These third parties, which include our related entities, distributors, agents, insurers, claims investigators, assessors, lawyers, medical practitioners and health workers, Lloyd's Regulatory Division and anyone either of us appoint to review and handle complaints or disputes, any other parties where permitted or required by law 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 or through websites from data you input directly or through cookies and other web analytic tools). 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; and
- 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.



**Quotation Schedule**

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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.

By providing us with personal information, you and any person you provide personal information for, consent to these uses and these disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with please contact ATC.