

Schedule of Insurance

Marine Combined Liability

Class of Business: Marine Combined Liability
Insurer: Certain Underwriters at Lloyd's under binder contract number B1750O240026
100.0000%

The Insured: Kiteboarding Australia Limited (KAL), including all

Policy Number: LIAMT02269
Period of Insurance: 01/09/24 to 01/09/25 At 4pm Local Time

Interested Party: No interested parties noted

The Insured

Insured Name: Kiteboarding Australia Limited (KAL), including all affiliated State / Territory Associations, affiliated clubs, including all members, temporary/trialing members, first aid personnel, administrators, officials, coaches, referees, employees, executives and voluntary workers and Kiteboarding Schools and Instructors as declared by Kiteboarding Australia

ABN: 92 159 967 101
Registered business address: 648 Congo Road CONGO NSW 2537

Insured Situations:

Sit No.	Address	State	Post Code
1	648 Congo Road CONGO NSW 2537	NSW	2537

Product Description

This Marine Combined Liability policy is a Legal Liability policy to pay compensation in respect of:

- Death or Injury to any Third Party
- 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 (Public) or (Product) the Insurer will pay:

- All Costs & Expenses incurred with the written consent of the Insurer
 - All Legal Costs incurred by the Insured for representation at
 - Any Coroners inquest or inquiry,
 - 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.
 - All charges expenses and law costs recoverable from the Insured by claimants in connection therewith.
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Business Description

The principal activities of Kiteboarding Australia Limited are to administer, co-ordinate, promote and develop the sport of Kiteboarding, hydro foils, wind wings, kayaking, surfing and stand up paddle boarding and risk management and governance of sanctioned events, games, tournaments and training sessions and any other activity incidental thereto.

Members: 1,474

Schools: 40

Instructors: 90

Business Code

91129 Sports and physical recreation clubs and sports professionals

Insured Business Activities

The following activities are insured by this policy

The principal activities of Kiteboarding Australia Limited are to administer, co-ordinate, promote and develop the sport of Kiteboarding, hydro foils, wind wings, kayaking, surfing and stand up paddle boarding and risk management and governance of sanctioned events, games, tournaments and training sessions and any other activity incidental thereto. Members: 1,474 Schools: 40 Instructors: 90

Geographical Limits

Anywhere in the world except North America; and

North America, but only with respect to:

1.10.2.1 overseas business visits by any of Your directors, partners, officers, executives or employees, who are non-residents in North America, but not where they perform manual work in North America;

1.10.2.2 Products exported to North America without Your knowledge.

Scope of Cover and Features

Public Liability	\$20,000,000 Any one Occurrence.
Product Liability	\$20,000,000 in respect of any one claim or series of claims, and in the aggregate during any one Period of Insurance.
Pollution Liability	\$20,000,000 caused by a sudden, identifiable, unintended and unexpected event which takes place at a specific time and place, other than North America.
Professional advice	Refer to Endorsement

Property in Your care, custody or control	Not covered
Faulty workmanship, resultant damage only	Resultant damage only. \$20,000,000 resultant damage caused in the event of faulty workmanship carried out by You.
Defence Costs	Included in respect of any one claim or series of claims arising out of any one Occurrence.
Statutory Liability	\$1,000,000 Claims made basis, retroactive date applicable in respect of any one claim or series of claims arising out of any one Occurrence and in the aggregate during any one Period of Insurance.
Hot work extension	Australian Standard Safety in Welding and Allied Processes Part 1: Fire Precautions." - AS 1674.1 1997
Claims Preparation Costs	\$20,000 in respect of each claim or series of claims arising out of any one Occurrence. This amount is in addition to Defence Costs.
Sub-Limits of Liability	Errors & Omissions Not Insured - See Professional Indemnity Endorsement

Principal exclusions

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

Policy endorsements

COVERAGE SUMMARY

SECTION B. General and Products Liability: **INSURED**
 SECTION C. Statutory Liability: **INSURED**
 SECTION D. Errors & Omissions Liability: **NOT NSURED**
 SECTION E. Commercial Legal Expenses: **NOT INSURED**

Please refer to your Policy Wording and Schedule of Insurance for full details of coverage provided by the above sections.

MEMBER TO MEMBER EXCLUSION

This policy will not Indemnify you against your legal liability arising out of any claim made by any member against any other member.

MOLESTATION, SEXUAL ABUSE/ASSAULT EXCLUSION

This policy will not pay any claim or defense costs on behalf of the insured or any person who commits an intentional or criminal act.

PAINT CLAUSE

It is agreed that this Certificate excludes liability arising from the failure of any paint, protective or decorative coating:

1. to adhere to or to protect the surface to which it is applied; or
2. to achieve or to maintain the aesthetic qualities required whether due to discolouration or otherwise.

Subject otherwise to the Terms Conditions Limitations and Exclusions of the Certificate.

VESSELS USED BY INSURED WARRANTY

It is warranted by the Insured that all vessels owned, leased, used or operated by the Insured maintain public liability cover that provides coverage with an indemnity limit of not less than the limits provided by this policy. The policy will extend to include cover for vessels used by the insured, were the vessel is not already insured for the following Schools:

PROFESSIONAL INDEMNITY

Breach of Professional Duty arising out of any breach of duty owed in a professional capacity by the Insured and/or any person(s) for whose breaches the Insured may be held legally liable, but this exclusion shall not apply to claims: (i) arising out of advice which is given by the Insured for no fee or, (ii) arising out of advice given in respect of the use or storage of the Products or, (iii) arising out of the rendering of or failure to render professional medical advice by Medical Persons engaged by the Insured to provide first aid and other medical services on the Insured s premises provided that the Business is not involved in the provision of medical services, and, which result in Personal Injury or Property Damage only.

Professional Indemnity Limit \$500,000 in the aggregate.

Retroactive date

Professional Indemnity
Statutory Liability

01/05/2016
30/04/2021

Excess

All Other Claims \$5,000
Personal Injury to Subcontractors \$25,000
Overspray - Per Claimant \$2,500
Professional Indemnity Claims \$10,000

Premium adjustment clause

The premium applicable to this policy may have been calculated using estimates provided by You and shall thereupon be adjusted and any difference paid by or allowed to You, as the case may be.

The premium is minimum and deposit.

Insurance Product

Wording: Coast Insurance Pty Limited Marine Combined Liability Insurance Wording CI-MCL-2406-CO
01 June 2024

Underwriting Agency: Coast Insurance (ABN 44 108 154 829) under binder agreement.

Security/Insurer: Certain Underwriters at Lloyd's under binder contract number B1750O240026

Important Notice: In arranging and effecting the contract of insurance, Coast Insurance (ABN 44 108 154 829) will be acting as agent of the Insurer, not as your agent.
For full details of cover, conditions and exclusions - please refer to your policy document.

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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IMPORTANT NOTICE

In arranging and effecting this contract of insurance, Coast Insurance Pty Ltd (ABN 44 108 154 829) will be acting as agent of the Insurer(s), not as your agent.

Authorised By
Coast Insurance Pty Ltd for and on behalf of the Insurer