

Attention: TO WHOM IT MAY CONCERN

CERTIFICATE OF CURRENCY

From: Debbie Caughley

We hereby confirm that we have arranged the insurance cover mentioned below:

Southport Yacht Club Inc.
1 Macarthur Parade
MAIN BEACH QLD 4217

Date: 25/05/2021

Our Reference: SOUTHPOR Y

RENEWAL

Page 1 of 5

Class of Policy: Liability Insurance
Insurer: Lloyds of London (certain underwriters at)
-
ABN:
The Insured: SOUTHPORT YACHT CLUB INC.

Policy No: TML001507
Invoice No: 0180229
Period of Cover:
From 30/04/2021
to 30/04/2022 at 4:00 pm

Details:

See attached schedule for a description of the risk insured

IMPORTANT INFORMATION

The Proposal/Declaration:

- is to be received and accepted by the Insurer
- has been received and accepted by the Insurer

The total premium as at the above date is:

- to be paid by the Insured
- part paid by the Insured
- paid in full by the Insured
- paid by monthly direct debit

Premium Funding

- This policy is premium funded

Please note that the policy defined above is subject to the receipt of the Proposal Declaration and acceptance by the Insurer (if not already completed and accepted) and subject to the full receipt and clearance of the total premium payable by the insured.

Schedule of Insurance

Class of Policy: Liability Insurance	Policy No: TML001507
The Insured: SOUTHPORT YACHT CLUB INC.	Invoice No: 0180229
	Our Ref: SOUTHPOR Y

This policy has been placed through

Trident Insurance Group Pty Ltd T/as Trident Und
ABN 94 247 973 307
Western Australia

Trident Insurance Group Pty Ltd T/as Trident Und is an underwriting agency who has placed the policy with
Lloyds of London (certain underwriters at)

BROADFORM LIABILITY/MARINE INDUSTRY COMBINED LIABILITY

INSURED: Southport Yacht Club Inc.

INTERESTED PARTIES:

Council of the City of Gold Coast
The Department of Natural Resources & Mines
The Minister and State of Queensland
Gold Coast Waterways Authority

ADDITIONAL INSURED'S:

Where applicable:
Australian Sailing Ltd
Class Association
Yacht Clubs affiliated with World Sailing and it's members whilst engaged
in the performance of duties on behalf of the named insured club.

BUSINESS:

Licensed Yacht Club with 3000 members including:
Restaurant, Bars, Function Rooms, Offices, Childrens Playground (onsite
club grounds Main Beach) & Members Gym
Marina Operations - Berthing Boat Storage and Swing
Moorings, Boat Ramps, Fuel Sales, Crane and Hardstand Operators Including
Water Blast, Barnacle Scrape, Antifouling, Detailing, Prop Speed and Paint
Applications to Watercraft
Sail Training & Safety Training, Paddleboard Activities
Race and Regatta Organisers
Member Only Camping & Picnic Facilities
Associates Committee, Fundraising,

Schedule of Insurance

Class of Policy: Liability Insurance	Policy No: TML001507
The Insured: SOUTHPORT YACHT CLUB INC.	Invoice No: 0180229
	Our Ref: SOUTHPOR Y

Golf Days and Member Social Group (non-road activity only)
and all activities incidental thereto

SITUATION:

Principal locations:

1 Macarthur Parade, Main Beach Qld (including adjacent Superyacht Berth)

1 Marina Crescent, Hollywell Qld

The Dux, South Stradbroke Island Qld

Lot 201 on SP224933 Watersport Lane, Oxenford Qld

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.

SCOPE OF COVER & FEATURES:

Public Liability	\$40,000,000 any one Occurrence.
Product Liability any one Period of Insurance.	\$40,000,000 in respect of any one claim or series of claims, and in the aggregate during any one Period of Insurance.
Pollution Liability	\$40,000,000 caused by a sudden, identifiable, unintended and unexpected event which takes place at a specific time and place, other than North America.
Professional advice	Cover is provided for Breach of Professional Duty in respect of Personal Injury and/or Property Damage arising from such breach of duty (subject to policy clause exclusion 3.5).
Property in Your care, custody or control	\$40,000,000 in respect of any one claim or series of claims arising out of any one Occurrence, including water craft
Faulty workmanship, resultant damage only	Resultant damage only. \$40,000,000 resultant damage caused in the event of faulty workmanship carried out by You.

Schedule of Insurance

Class of Policy: Liability Insurance	Policy No: TML001507
The Insured: SOUTHPORT YACHT CLUB INC.	Invoice No: 0180229
	Our Ref: SOUTHPOR Y

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 Taken
POLICY EXCESS:	\$2,500 each & every claim other than: Personal Injury to subcontractors - \$20,000 excess applicable

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.

PRINCIPAL EXCLUSIONS:

Goods Exported to USA or Canada

Contractual Liability

Employers Liability

Faulty Workmanship

Product Recall

Product Guarantee

Asbestos

POLICY ENDORSEMENTS:

MEMBER TO MEMBER

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.

ADDITIONAL INSUREDS:

Australian Sailing Ltd

Class Association

Yacht Clubs affiliated with World Sailing and its members whilst engaged in the performance of duties on behalf of the named insured club.

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.

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

WARRANTY FOR MARINAS

It is warranted by the Insured that all vessels stored at the Insured Marinas/Jetties/Pontoons/Moorings hold at least \$10 million in liability cover and that Certificates of Currency are obtained by the Insured from vessel owners. It is further warranted by the Insured that they do not assume by agreement any loss, liability or potential liability that would not have attached to them in the absence of such agreement, including but not limited to, the assumption of any loss, liability or potential liability associated to the storage of vessels at the Insured Marinas.

CORONAVIRUS EXCLUSION

This Insurance does not cover any claim in any way caused by or resulting from:

- a) Coronavirus disease (COVID-19);
- b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- c) any mutation or variation of SARS-CoV-2;
- d) any fear or threat of a), b) or c) above.

ADDITIONAL INSUREDS

Gold Coast Waterways Authority
(in respect to Ownership of Dux Pontoon only)
The Southport School (TSS)
as Co-Insured in respect to Dux Pontoon Only

Retroactive date Statutory Liability 30/04/2018

Policy Wording: TM-MCL-2103-LL - Marine Combined Liability Policy Wording (Lloyds) V6

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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This is a summary of the insurance arranged on your behalf.
It does not alter, effect or override any of the terms, conditions,
limitations or exclusions of the insurers policy.

Please read your policy schedule in conjunction with your policy wording for full details.

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