



20.01.2022

To whom it may concern,

RE: Changes to Northern NSW Football Insurance Program

The purpose of this letter is to outline two changes of coverage afforded by the Public & Product Liability insurance policy (**Policy**) held by Northern NSW Football Limited with effect from 31 December 2021.

Virus Disease and Pandemic Exclusion

The communicable diseases exclusion which was applied last year is replaced with a virus disease and pandemic exclusion. This means that, if a participant contracts COVID-19 and decides to sue an insured party, the Policy will not respond and the claim and/or legal defence costs would fall on the insured, e.g. the club. This change is very common among insurers following the global pandemic.

Clubs and other insured entities have a duty to exercise reasonable care to prevent personal injury and property damage and to comply with all statutory obligations, by-laws, regulations or guidelines imposed by any public authority or governing body in respect of the safety of other persons and property.

It is important to ensure that all training sessions and games comply with the Federal and State laws in place at the time. Providing sufficient hand sanitiser/wipes, ensuring the premises and equipment are cleaned frequently, and adhering to social distancing requirements where possible will assist in the defence of an allegation that someone contracted COVID-19 whilst involved in a sporting activity.

In our view, it would be very difficult for someone to successfully hold an individual, official, player, club, association or venue responsible for contracting COVID-19. As a minimum, the claimant would need to prove COVID-19 had been present at the venue, that the claimant did not contract COVID-19 anywhere else, and that the insured was negligent. Claimants would also be challenged to address their voluntary assumption of risk in attending a public gathering, including sporting activities, during a global pandemic.

For completeness, we have extracted below the relevant wording from the Policy:

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that the Policy does not insure any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount directly or indirectly occasioned by, arising from, caused by, happening through, or in consequence of, or otherwise attributable to any one or more of the following:

1. Coronaviruses
2. Coronavirus disease (COVID-19);
3. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
4. Any mutation of or variation of or evolution of 1), 2) or 3) above;
5. Identification, clean up, detoxification, removal, monitoring or testing for 1), 2), 3) or 4) above;
6. Any infectious or contagious disease that is declared, categorized, or otherwise referred to as a pandemic by either (i) the World Health Organization, or (ii) any governmental public health agency of a country directly affected by the disease, regardless of when the declaration occurred;
7. Any fear, threat or act in anticipation, whether rational or unfounded, of 1), 2), 3), 4), 5) or 6) above.

Except as otherwise provided in this Exclusion, all terms, provisions and conditions of the Policy shall have full force and effect. This means you will not be covered for the cost of a claim brought against you in connection with Coronavirus, COVID-19 and other outbreaks of infectious diseases/pandemics. Therefore, if a participant contracts COVID-19 and decides to sue an insured, the policy will not respond and the claim and/or legal defence costs would fall on the insured.

GOW-GATES INSURANCE BROKERS PTY LTD
(A.B.N. 12 000 837 785)

Level 8 491 Kent Street SYDNEY N.S.W. 2000 | Please address all mail to: GPO Box 4731 SYDNEY N.S.W. 2001
Phone: +61 02 8267 9999 Fax: 02 8267 9998 | Website: www.gowgates.com.au



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Temporary Structure Exclusion

The following **Specified Activities Exclusion** – Vicarious liability writeback for temporary structures has been added to the Policy.

Specified Activities Exclusion

This Policy does not cover liability in respect of Personal Injury, Property Damage or Advertising Liability arising out of or caused by or in connection with the following activities undertaken by or on behalf of the Insured;

Erection of temporary structures by the Insured.

However this exclusion shall not apply to the Insured's vicarious liability where the Insured has engaged a third party to erect and dismantle temporary structures. It is further agreed this third party must provide proof of liability insurance.

Temporary Structures means any constructed or erected structure for the purpose of a viewing platform or filming of football. Temporary structures do not include any fixed structure.

Please be aware that erecting your own temporary scaffolding/viewing platforms for the purpose of recording/watching football is not covered in the event of a claim arising out of third-party injury and/or property damage.

Utilising the services of a third-party entity to provide and erect these structures is covered under the policy for your vicarious liability in the event injury or property damage occurs. You must ensure your club sights and retain a copy of the providers Public and Products Liability Certificate of Currency.

The Member Federation has asked Gow-Gates to obtain a quote to cover this exclusion. An update will be provided in due course.

If you have any questions or concerns, please do not hesitate to contact us

Best Regards,

Jessica Girling
Account Manager

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