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Corporate Authorised Representative of PSC Connect Pty Ltd

ABN 23 141 574 914

AFS Lic No: 344648

CERTIFICATE OF INSURANCE

From: Gregory Thomas

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

Arrabri Lodge Trading Pty Ltd
PO Box 27
WARBURTON VIC 3799

Date: 19/02/2021

Our Reference: ARRABRILOD

RENEWAL

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Class of Policy: Public &/or Products Liability Insurance
Insurer: Certain Underwriters At Lloyd's
Level 21 Angel Place, 123 Pitt Street Sydney 2000
ABN:
The Insured: Arrabri Lodge Trading Pty Ltd

Policy No: ATCSL01172
Invoice No: 669945
Period of Cover:
From 6/02/2021
to 6/02/2022 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: Public &/or Products Liability Insurance
The Insured: Arrabri Lodge Trading Pty Ltd

Policy No: ATCSL01172
Invoice No: 669945
Our Ref: ARRABRILOD

This policy has been placed through

ATC Insurance Solutions Pty Ltd
ABN 25 121 360 978
Level 4, 451 Little Bourke St, Melbourne VIC 3000

ATC Insurance Solutions Pty Ltd is an underwriting agency who has placed the policy with

Certain Underwriters At Lloyd's
Level 21 Angel Place, 123 Pitt Street Sydney 2000

Business of Insured: Outdoor Recreation, Camping and Convention Centre

Location of Risk: 450 Woods Point Road

Estimated Number of Campers 9,500 / year

Activities of Centre include:

Climbing Walls	Ropes Course (low)
Trampoline (1)	Flying Fox (1)
Swimming	Orienteering
Archery	Golf (inc Mini)
Tennis	Giant Swing
Lawn Bowls	Bush Walking
Night Walk	Campfire

Excluded Activities

Liability arising from the following activities/pursuits are not covered by this insurance: aircraft servicing & operations, canyoning, car racing or rallying, gladiator games, motorised go carts, hot-air ballooning, hunting, jet skiing, dune buggies, paintball/skirmish games, parachuting, para gliding, rifle & firearms shooting, scuba diving, unsupported rock climbing, vertical & horizontal bungee jumping, white water canoeing, kayaking or rafting (Grade 3 rapids or higher).

SUBJECTIVITIES:

To be completed/evidence provided within 30 days

Booking Form/Hire Agreement to be updated to remove reference to loss of property or damage in the Liability section.
Secure fence to be installed around trampoline activity and visible signage to be erected which displays rules of activity

POLICY WORDINGS

The following policy wording/s apply to the cover provided by this insurance program:
ATC Public & Products Liability Wording WRD122 v1.5

PUBLIC & PRODUCTS LIABILITY

LIMITS OF LIABILITY

- Public Liability - Limit any one occurrence	\$ 20,000,000
- Products Liability - Limit any one occurrence & in the annual aggregate	\$ 20,000,000
- Property in care, custody or control	\$ 500,000
- Errors or omissions	\$ 1,000,000
- Optional Extension 4.9 Sexual Abuse - Limit any one occurrence & in the annual aggregate	\$ 6,000,000
On the basis of:	\$2,000,000 Occurrence
	\$4,000,000 Claims Made

(If taken please see section 4.9 Sexual Abuse of the policy wording for details)

Deductible/Excess

- Damage/Injury	\$ 1,000
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Class of Policy: Public &/or Products Liability Insurance	Policy No: ATCSL01172
The Insured: Arrabri Lodge Trading Pty Ltd	Invoice No: 669945
	Our Ref: ARRABRILOD

- Injury to Contractors/Subcontractors/Labour Hire Personnel	\$ 25,000
- Trampolines	\$10,000

Geographical Limits World Wide excluding USA & Canada

Endorsements:

Contractors/Subcontractors Endorsement

It is a condition precedent to liability under this Policy that all Contractors, Subcontractors, security, stall holders and third party performers have their own liability insurance with a minimum limit of indemnity of \$10,000,000 unless specifically stated elsewhere in this Policy. It is the responsibility of the Insured to check that such cover is in force.

Coronavirus Absolute Exclusion

Notwithstanding any other provision (including any communicable disease extension), no cover is provided under this Policy for any claim, loss, 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:

- (i) any fear or threat (whether actual or perceived) of; or
- (ii) 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.

Cyber and Data Total Exclusion Endorsement

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

- 1 Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; or
- 2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a Cyber Act, Cyber Incident or Data, and, if in conflict with such wording, replaces it.

If the insurers allege that by reason of this endorsement that loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

Further, it is hereby noted and agreed that the following definitions are added to this Policy:

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means:

- a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Communicable Disease Exclusion

Notwithstanding any provision to the contrary within this Policy, this Policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other

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amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

Further, it is hereby noted and agreed that the following definition is added to this Policy:

Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

Sexual Abuse Claims Made Extension Endorsement

Where the maximum limit of indemnity stated under Extension 4.9 Sexual Abuse is reached during the Period of Insured, this endorsement will apply.

General Exclusion 6.8 Sexual Harassment Exclusion shall not apply to the extent that cover is provided under this endorsement.

We shall indemnify the Insured (as defined below) for their legal liability to pay compensation in respect of Injury happening as a result of an actual or alleged Abuse occurring within the Policy Territory in connection with the Business.

We will also pay the Defence Costs incurred with Our prior written consent in the defence, settlement or investigation of any claim covered under this endorsement.

Claims made and notified provisions

The following provisions are applicable to this optional extension:

Claims made and notified clause

This Optional Extension provides cover on a 'claims made and notified basis' meaning that cover only extends to claims first made against the Insured during the Period of Insurance and notified to Us during the Period of Insurance.

Notification extension clause

Should the Insured notify Us during the Period of Insurance in accordance with 8. Claims Conditions of the Policy of any specific act, error, omission, circumstances or event which might reasonably be expected to give rise to a claim or claims which form the subject of indemnity by this endorsement, then acceptance of such notification by Us means that We will deal with such claim or claims as if they had first been made against Insured during the Period of Insurance and notified to Us during the Period of Insurance.

Retroactive exclusion clause

We shall not be liable to provide any indemnity under this endorsement in relation to any claim or claims arising directly or indirectly out of any Abuse, act, error, omission, circumstances or event occurring or committed or alleged to have been committed before the later of the retroactive date specified below:

Retroactive date: 6 February 2021 at 4pm

Circumstances known at inception

We shall not be liable to provide any indemnity under this endorsement for any claim or claims arising directly or indirectly out of any Abuse or circumstance which could give rise to a claim under this endorsement of which Insured was aware, or ought reasonably to have been aware, of at or prior to the inception date of this Policy, whether notified under any other insurance or not.

Specific exclusions applicable to this optional extension

In addition to the Specific Exclusions and General Exclusions applicable to all sections, We will not provide any indemnity where:

1. the Insured did not have child protection protocols in place in accordance with any applicable legislative requirements, or as otherwise required by Us, at the time of the Abuse;

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2. the Insured has not complied with any obligation under applicable legislation to report the Abuse to the relevant authorities;
3. the Insured intentionally failed to adhere to any applicable legislation which otherwise applies in relation to the Abuse; or
4. the Insured is an alleged perpetrator of the Abuse the subject of the claim; or
5. a claim that is first made, threatened or intimated against or to the Insured prior to the Period of Insurance; or
6. a claim relates to any matter disclosed or notified to Us or any other insurer prior to the Period of Insurance as being a claim or a circumstance that may give rise to a claim under the Policy; or
7. litigation was in progress or pending in relation to a claim prior to the Period of Insurance; or
8. as at the date of the alleged Abuse the subject of the claim the perpetrator had previously:
 - (a) failed a, or did not hold a current, working with children check; and/or
 - (b) been charged in relation to Abuse, unless such charges were subsequently dismissed without conviction or any admission of guilt; and/or
 - (c) been convicted of Abuse; and/or
 - (d) has been the subject of a prior complaint in respect of Abuse made to the Insured which has not been appropriately investigated by the Insured; and/or
9. any circumstance or incident previously disclosed or notified to Us or any other insurer in connection with a claim for which actions could have been reasonably adopted by the Insured to have prevented its reoccurrence.

Limit of Indemnity

The maximum that We will pay under this endorsement is \$4,000,000 for any one claim and in the aggregate for all claims during the Period of Insurance and this sub-limit shall be part of, and not additional to, the Limit of Indemnity stated in the Schedule.

Notwithstanding Clause 2.2 (Defence Costs); costs and expenses form part of the sub limit available under this endorsement.

This sub-limit shall apply, irrespective of the number of claims or claimants, to the total sum of all claims arising out of Abuse during the Period of Insurance.

Definitions applicable to this extension

Abuse means any actual or alleged assault or abuse of a sexual nature, sexual molestation, indecent exposure, sexual harassment or intimidation of a criminal nature.

Insured means:

- a) the Insured stated in the Schedule, and
- b) every past, present or future director, partner, proprietor, officer, executive, Employee or volunteer of the Insured stated in the Schedule while such persons are acting for or on behalf of the Insured stated in the Schedule and/or within the scope of their duties in such capacities.

This is a summary only of the cover provided and you should refer to the Policy wordings for full details of cover which are available on our web site www.gjic.com.au or on request we will send copies to you.