



# G J Insurance Consulting Pty.Ltd.

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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:** 28/02/2023

**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:** 037158  
**Period of Cover:**  
From 6/02/2023  
to 6/02/2024 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:** 037158  
**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

### COMBINED LIABILITY INSURANCE

**Insurer:** Certain Underwriters at Lloyds of London  
**Policy Number:** ATCSL01172  
**Issued by:** ATC Insurance Solutions Pty Ltd as agent for the Insurer  
**Insured:** Arrabri Lodge Trading Pty Ltd  
**Period of Insurance:** 6 February 2023 to 6 February 2024 at 4pm LST both days  
**Policy Wording:** CVA Public & Products Liability Insurance Policy Wording WRD129 v1.5  
**Business Activities:** Outdoor Recreation, Camping and Convention Centre including the following activities:

Archery	Basketball (Indoor)	Beach Volleyball
Bush Walking	Campfire	Climbing Wall
Commando Activities	Damper Cooking	Flying Fox
Games Room	Giant Swing	Golf (inc Mini)
Initiative Activities	Lawn Bowls	Low Ropes
Nocturnal Trails	Orienteering	Sensory Trail
Swimming	Tennis	

### 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).

**Location of Risk:** 450 Woods Point Road EAST WARBURTON VIC 3799

**Estimated Number of Campers:** 10,000 / year

**Policy Territory:** Worldwide excluding USA and Canada

### POLICY WORDINGS

The following policy wording/s apply to the cover provided by this insurance program:  
ATC Public & Products Liability Wording WRD129 v1.5

### PUBLIC & PRODUCTS LIABILITY

'Not Insured' means that the section is not insured in this placement.

### LIMITS OF LIABILITY

## Schedule of Insurance

<b>Class of Policy:</b> Public &/or Products Liability Insurance	<b>Policy No:</b> ATCSL01172
<b>The Insured:</b> Arrabri Lodge Trading Pty Ltd	<b>Invoice No:</b> 037158
	<b>Our Ref:</b> ARRABRILOD

- Public Liability - Each and every occurrence	\$ 20,000,000
- Products Liability - Each and every 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 - Insured- 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
- Injury to Contractors/Subcontractors/Labour Hire Personnel	\$ 25,000

**Geographical Limits** World Wide excluding USA & Canada

### **Endorsements:**

#### **Contractors/Sub-Contractors Endorsement**

It is hereby agreed and understood 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 and to obtain and retain a copy of certificates of currency. All relating records are to be kept on file by the Insured and made available to the Insurer at any time on reasonable notice of the Insurer.

In the event of breach of the above conditions, We may reduce or refuse Our liability under this Policy to the extent of any prejudice suffered by Us arising from the breach of the above conditions.

#### **Coaches/Instructors First Aid Qualification Requirement**

It is agreed and understood that all trainers, coaches and instructors hold and maintain a current nationally recognised qualification in first aid (HLTAID11 Provide First Aid, or any subsequent amendments to that Unit of Competency as issued by [training.gov.au](http://training.gov.au) or any Unit of Competency or regulation that replaces that Unit of Competency or the relevant provisions of that Unit of Competency) and undertake any ongoing training required by the governing body, association or law, or the Insured.

In the event of breach of the above conditions, We may reduce or refuse Our liability under this Policy to the extent of any prejudice suffered by Us arising from the breach of the above conditions.

#### **Safety Equipment Endorsement**

It is hereby agreed and understood that suitable safety equipment be used by participants at all times whilst undertaking an activity arranged by or under the auspices of the Insured.

In the event of breach of the above conditions, We may reduce or refuse Our liability under this Policy to the extent of any prejudice suffered by Us arising from the breach of the above conditions.

#### **Qualified Instructors Requirement**

It is hereby agreed and understood that any fitness, training, coaching or exercise activities in connection with the Business Activities of the Insured are undertaken by a Qualified Instructor.

**Qualified Instructor** means an individual who has obtained and holds current recognised qualifications in a particular sport or other speciality area which allows them to supervise, train, coach or instruct in that sport or area.

In the event of breach of the above conditions, We may reduce or refuse Our liability under this Policy to the extent of any prejudice suffered by Us arising from the breach of the above conditions.

#### **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.

**Class of Policy:** Public &/or Products Liability Insurance  
**The Insured:** Arrabri Lodge Trading Pty Ltd

**Policy No:** ATCSL01172  
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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: 06/02/2022 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;
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.

**Class of Policy:** Public &/or Products Liability Insurance  
**The Insured:** Arrabri Lodge Trading Pty Ltd

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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.

### **Risk Waiver Requirements**

It is a condition precedent to liability under this Policy that all participants sign a waiver prior to taking part in any activities being organised by the Insured if the participant isn't travelling as part of a larger group who has made the booking on their behalf. The waiver of liability must confirm to each participant that:

- (a) they will partake or may partake in a specified list of activities during their visit; and
- (b) they accept that the listed activities carry an inherent risk and can result in Injury; and
- (c) they accept the risks involved and are responsible for their own actions and/or involvement; and
- (d) they are under no obligation to participate or complete the activities if they have concerns about their ability to do so; and
- (e) if anything is unclear to them in the briefing then they will raise their concerns with a member of the Insured's team who is conducting the briefing; and
- (f) to the best of their knowledge, they are physically and emotionally able to participate in the advertised activities and know of no reason as to why they should not.

The waiver must not extend to exclude liability resulting from the Insured's negligence or include reference to damage to property.

For minors, a parent or guardian having full legal responsibility for decisions regarding their minor are required to sign the waiver.

Documentary evidence of the signed waiver for each participant are to be kept on file by the Insured and made available to Us at any time upon reasonable notice by Us.

Further, if a booking is made on behalf of two or more participants, a waiver of liability must be included within the booking terms advising the booking party that is their responsibility to ensure that they provide the necessarily information to all participants or parents/guardians of any participants so that they are able to make an informed decision consenting to undertake the listed activities on the risk waiver. Any activities undertaken, or potentially being undertaken, must be listed on the waiver. Risk Management Plans must be provided by the Insured to the booking party prior to taking payment to assist with this process. The waiver must not extend to exclude liability resulting from the Insured's negligence or include reference to damage to property.

In addition, it is the responsibility of the Insured to provide a safety briefing which will brief all participants on the risks involved in taking part in the activities, ensuring that there is an opportunity for participants to ask any questions.

In the event of breach of the above conditions, We may reduce or refuse our Liability under this Policy to the extent of any prejudice suffered by Us arising from the breach of the above conditions.

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](http://www.gjic.com.au) or on request we will send copies to you.