



# 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:

Alexandra Adventure Resort  
PO Box 227  
ALEXANDRA VIC 3714

**Date:** 24/05/2022

**Our Reference:** ALEXANDRA

### ENDORSEMENT

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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:** Alexandra Adventure Resort

**Policy No:** ATCSL-63201  
**Invoice No:** 863434  
**Period of Cover:**  
From 28/03/2022  
to 24/01/2023 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

<b>Class of Policy:</b> Public &/or Products Liability Insurance	<b>Policy No:</b> ATCSL-63201
<b>The Insured:</b> Alexandra Adventure Resort	<b>Invoice No:</b> 863434
	<b>Our Ref:</b> ALEXANDRA

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

### Endorsement effective 28 March 2022 to include Sexual Molestation cover

**Insured:** Alexandra Adventure Resort

**UMR:** B184022YIM5021  
B184021YIM001

**Business of Insured:** Outdoor Recreation and Camping Centre

**Location of Risk:** 43 Murrays Rd, Whanregarwen VIC

**Estimated Number of Campers** 6,000 / year

**Activities of Business include:**

Climbing Walls/Abseiling	Flying Fox (1)
High Ropes Course with Leap of Faith/Pamper Pole	
Low Ropes Course	Tennis
Canoeing - Flat Water	Bocce
Orienteering	Archery
Giant Swing	Frisby Golf
GA GA Ball	Beach Volley Ball
Initiatives Activities	Raft Building
Crate Stacking/Climb	Laser Skirmish (Outsourced)
Disc Golf	Bush Walking
Campfire/Bonfire	Swimming
Rock Climbing (with ropes)	

### 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).

### 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

#### 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

## Schedule of Insurance

<b>Class of Policy:</b> Public &/or Products Liability Insurance	<b>Policy No:</b> ATCSL-63201
<b>The Insured:</b> Alexandra Adventure Resort	<b>Invoice No:</b> 863434
	<b>Our Ref:</b> ALEXANDRA

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.

#### **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.

#### **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.

#### **Buoyancy Aid Endorsement**

It is agreed and understood that all participants wear a buoyancy aid at all times whilst participating in any on-water activities organised 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.

#### **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.

**Class of Policy:** Public &/or Products Liability Insurance  
**The Insured:** Alexandra Adventure Resort

**Policy No:** ATCSL-63201  
**Invoice No:** 863434  
**Our Ref:** ALEXANDRA

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: 28 March 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.

## Schedule of Insurance

**Class of Policy:** Public &/or Products Liability Insurance  
**The Insured:** Alexandra Adventure Resort

**Policy No:** ATCSL-63201  
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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.

**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.**