

# **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:

Log Cabin Camp Pty Ltd Po Box 353 CRESWICK VIC 3363

Date: 24/10/2024
Our Reference: LOGCABIN

**RENEWAL** 

Page 1 of 5

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: Log Cabin Camp Pty Ltd

Policy No: ATCSL-32655

Invoice No: 242281
Period of Cover:

From 13/10/2024

to 13/10/2025 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.

Class of Policy: Public &/or Products Liability Insurance

The Insured: Log Cabin Camp Pty Ltd

Policy No: ATCSL-32655 Invoice No: 242281 Our Ref: LOGCABIN

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

Insurer: Certain Underwriters at Lloyd's of London

Policy Number: ATCSL-32655

Issued by: ATC Insurance Solutions Pty. Ltd. as agent for the Insurer

Insured: Log Cabin Camp Pty Ltd

Period of Insurance: From: 13 Oct 2024

To: 13 Oct 2025 4:00pm local standard time

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Policy Wording: CVA Public and Products Liability Insurance Policy Wording WRD129 v1.7

Business Activities: Outdoor Recreation, Camping and Convention Centre including the following activities:

Archery, Basketball (Indoor),n Bush Walking, Canoeing (flat), Flying Fox x3, Frisbee Golf, Giant Swing, High Ropes with Leap of Faith/Pamper Pole, Initiative Activities / Commando Activities, Low Ropes, Orienteering, Playground, Raft Building, Swimming, Inground Trampoline, Volleyball, Bungee Trampoline, Milk Crate Stacking, Yabbying, Ponding, Hut

Building and Clip n Play (Climb)

Address/Situation: 270 Ascot Road CRESWICK VIC 3363

60 Adekate Camp Road Dean VIC 3363

Participants: 11,000

Policy Territory: Worldwide excluding USA & Canada

**Policy Limits** 

**Meaning of terms**: 'Not Insured' means that this section is not insured in this quotation/placement

Sum Insured:

Section 1

Professional Indemnity: Not Included each and every Occurrence and in the aggregate

Retroactive date: The latest of the following dates (1) Date Insured registered as a business, (2) Date from

which the Insured has continuously held Professional Indemnity cover, or (3) 5 years prior to

policy inception.

Section 2

Public Liability: \$20,000,000 each and every Occurrence

Schedule of Insurance Page 3 of 5

Class of Policy: Public &/or Products Liability Insurance Policy No:

The Insured: Log Cabin Camp Pty Ltd Invoice No: 242281
Our Ref: LOGCABIN

Products Liability: \$20,000,000 each and every Occurrence and in the aggregate

Optional Extensions: 4.9 Sexual Abuse Insured

Excess: \$1,000 each and every claim

Additional Excess: Injury to Contractors/Sub-contractors \$25,000 each and every claim

Injury to Labour Hire Personnel \$25,000 each and every claim Trampoline Activities \$10,000 each and every claim

ATCSL-32655

# **Special Provisions and 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.

#### 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.

# 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 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.

#### **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.

Schedule of Insurance Page 4 of 5

Class of Policy: Public &/or Products Liability Insurance

The Insured: Log Cabin Camp Ptv Ltd Invoice No: 242281

Our Ref: LOGCABIN

ATCSL-32655

Policy No:

#### 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: 13/10/2021 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:
- 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.

# Schedule of Insurance

Page 5 of 5

Class of Policy: Public &/or Products Liability Insurance

The Insured: Log Cabin Camp Pty Ltd

Policy No: ATCSL-32655 Invoice No: 242281 Our Ref: LOGCABIN

# Safety Briefing Requirements

Cover under all individual policy sub-sections is subject to the following additional condition(s):

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.

In all other respects, the policy is unaltered.