



# 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:

Christian Youth Camps Limited  
1775 Phillip Island Road  
COWES VIC 3922

**Date:** 31/05/2018

**Our Reference:** CYCVIC

**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:** Christian Youth Camps Limited

**Policy No:** ATCSL00223  
**Invoice No:** 280731  
**Period of Cover:**  
From 30/05/2018  
to 30/05/2019 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> ATCSL00223
<b>The Insured:</b> Christian Youth Camps Limited	<b>Invoice No:</b> 280731
	<b>Our Ref:</b> CYCVIC

This policy has been placed with

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 underwritten by

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

**Insured:** Trustees of the Christian Brethren Trust  
Christian Youth Camps Limited - Trading As  
Phillip Island Adventure Resort,  
The Collonades Centre,  
Forest Edge CYC,  
CYC The Island,  
Adanac CYC,  
Christian Youth Camps Ministries,  
City CYC

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

**Interested Party:** National Australia Bank - Mortgagee on 41-53 Church St property

**Situation of Risk:** 1775 Phillip Island Road, Cowes VIC 3922  
41-53 Church Street, Cowes VIC 3922  
405 McKenzie Road, Neerim East VIC 3831  
Hoddle Street, Yarra Junction VIC 3797  
538 Collins St, Melbourne Vic 3000  
and anywhere in Australia, where the insured has property permanently or temporarily located in the course of their business.

**Estimated Number of Campers** 88,330 / year

### **POLICY WORDINGS**

The following policy wording/s apply to the cover provided by this insurance program:  
Vero Corporate Broadform Public & Products Liability V1434 06/12

### **POLICY WORDINGS**

The following policy wording/s apply to the cover provided by this insurance program:  
ATC Public & Products Liability Wording v1.2 (dated 1st October 2017)

### **PUBLIC & PRODUCTS LIABILITY**

#### **LIMITS OF LIABILITY**

- General/Public Liability - Limit any one occurrence	\$ 50,000,000
- Products Liability - Limit any one occurrence & in the annual aggregate	\$ 50,000,000
- Property in care, custody or control	\$ 500,000
- Errors or omissions	\$ 1,000,000
- Sexual Abuse/Molestation - Limit any one occurrence In the annual aggregate	\$ 5,000,000

#### **Deductible/Excess**

- Property damage/Personal Injury	\$1,000
- Personal injury to contractors/subcontractors	\$25,000

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<b>Class of Policy:</b> Public &/or Products Liability Insurance	<b>Policy No:</b> ATCSL00223
<b>The Insured:</b> Christian Youth Camps Limited	<b>Invoice No:</b> 280731
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- Personal injury to labour hire personnel \$25,000

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

### Activities of Centre include:

Abseiling, Rock Climbing with Ropes, Climbing walls, Initiative?Commando Course, High & Low ropes course, Swimming, Surfing, Trampolines, Pushbikes (BMX & Mountain), Canoes flat water, Unpowered Watercraft, Flying Fox, Water Slide, Archery, Bush camping, Bush walking, Zorb/Earthballs, Bumper Balls, Fishing, Golf including Mini golf, Playground equipment, Tennis, Mountain Boards, Giant swing, Laser Skirmish, Whirly Gig, Frisbee golf, Scavenger golf, Basketball, Volleyball, Craft activities, Raft making, Gym games, Caged Soccer - indoor ball games, Rotating Climbing wall, Eco based activities such as ponding, seaside/beach combing, nature spotto, Forest Edge Music Festival, Stand up Paddle Boards.

Caving activities at Adanac CYC.

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, 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).

### Endorsements:

Please note the following Exclusion is included in this policy:-

We will not indemnify the insured against the following:

#### 6.8 SEXUAL MOLESTATION

Any legal liability of the Insured to pay damages or compensation to any third party, or legal costs associated with any claim, in respect of an injury sustained by a third party in circumstances where;

- that injury arises either directly or indirectly from sexual abuse; and
- the perpetrator of the sexual abuse was a representative, member, employee, or service provider of the insured; and
- the insured knew or ought reasonably to have known that the perpetrator of the sexual abuse had previously;
  - (a) committed sexual abuse; and/or
  - (b) been convicted of sexual abuse; and/or
  - (c) whilst being a representative, member, employee, or service provider of the insured; been the subject of a prior complaint in respect of sexual abuse, which has not been appropriately investigated.

For the purpose of this Exclusion:

**"Sexual Abuse"** includes any assault or abuse of a sexual nature, any type of molestation, indecent exposure, sexual harassment or intimidation, whether such act is the subject of criminal investigation or not.

**"Injury"** includes any physical, mental or psychological injury

**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.**

**Class of Policy:** Public &/or Products Liability Insurance  
**The Insured:** Christian Youth Camps Limited

**Policy No:** ATCSL00223  
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### **Professional Indemnity Extension**

**Limit of Indemnity:** \$10,000,000 each and every occurrence and in the aggregate

**Excess:** \$1,000

#### **Retroactive Date:**

Date Insured registered as a business or 5 years prior to inception, whichever the lessor

We will indemnify the Insured according to the terms of this Policy in consideration of the payment of the premium and in reliance on the contents of the proposal and any other information submitted by the Insured or on its behalf.

#### **9.1 INSURING CLAUSES**

9.1.1 We will indemnify the Insured for any Claim first made against the Insured and notified to Us during the Period of Insurance in respect of any civil liability arising from breach of professional duty in the conduct of the Business.

9.1.2 We will also pay the Defence Costs incurred with Our prior written consent in the defence, settlement or investigation of any Claim covered under clause 9.1.1.

9.1.3 The Policy will only indemnify the Insured for actual or alleged breaches of professional duty with respect to acts, errors or omissions committed after the retroactive date shown in the Schedule.

#### **9.2 LIMIT OF INDEMNITY AND EXCESS**

9.2.1 Our total liability under this Policy in respect of any one Claim, and in the aggregate for all Claims, will not exceed the Limit of Indemnity plus any reinstatement under automatic extension 9.4.1 except that We will pay Defence Costs in addition.

9.2.2 If the amount to dispose of any Claim exceeds the Limit of Indemnity, Our liability for Defence Costs shall be in the same proportion as the Limit of Indemnity bears to the amount required to dispose of the Claim.

9.2.3 The Insured must pay the Excess specified by the Policy for each Claim. We are only required to indemnify the Insured for amounts over and above the Excess.

9.2.4 The Excess does not apply to Defence Costs.

9.2.5 For the purposes of applying the Limit of Indemnity and to determine the number of Excesses applicable, all Claims will be treated as one Claim if they arise from causally connected or interrelated acts, errors or omissions.

#### **9.3 DEFINITIONS**

**9.3.1 Business** means the activities specified in the Schedule conducted by the Insured, as well as all associated official activities conducted by the Insured.

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**9.3.2 Claim** means any:

- a) demand for compensation or damages made by a third party in writing to the Insured, or
- b) writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counter-claim or third or similar party notice served on the Insured.

**9.3.3 Defence Costs** means the fees and expenses incurred by the Insured with Our prior written consent in defending, settling or investigating a Claim covered by the Policy.

**9.3.4 Documents** means deeds, wills, agreements, maps, plans, drawings, books, letters, contracts, certificates, forms and other documents of any nature whether printed, written, digitally or electronically stored data, or reproduced by any other method but does not mean and excludes money, bank or currency notes, bearer bonds or coupons, stamps or any negotiable instrument.

**9.3.5 Employee** means any person employed by the Insured under a contract of service, traineeship or apprenticeship, including volunteers (but excluding workers on-hired from labour hire agencies)

**9.3.6 Employment Dispute** means any dispute arising from actual or alleged: unfair or wrongful dismissal, discrimination, denial of natural justice, workplace harassment, unfair or wrongful demotion (or failure to promote, employ or recommend for employment) of any person (including an Employee) or misleading representation or advertising with respect to employment, breach of a contract of employment, or any violation of any law concerning employment.

**9.3.7 Excess** means the amount stated in this extension.

**9.3.8 Insured** means the entity named as the Insured in the Schedule, including any:

- (a) Subsidiary of the Insured;
- (b) person who is during the Period of Insurance a principal, partner, director or Employee of the Insured, but only whilst acting within the scope of their duties in such capacity; and
- (c) prior corporate entity through which the Insured previously traded in the course of the conducting the Business.

**9.3.9 Limit of Indemnity** means the amount specified in this extension.

**9.3.10 Period of Insurance** means the period specified in the Schedule.

**9.3.11 Policy** means the Professional Indemnity Extension, the General Exclusions, General Conditions and Claims Conditions, the Schedule, the written proposal made by the Insured to Us (including any attachments), and any endorsement to the Policy issued by Us at the commencement of or during the Period of Insurance.

**9.3.12 Schedule** means the schedule to this Policy containing the specific insurance details of the Policy issued by Us.

**9.3.13 Subsidiary** means any entity over which the Insured is in a position to exercise effective direction or control through ownership or control of more than 50 per cent of the issued voting shares of that entity, and any subsidiary at law.

**9.3.14 We, Us and Our** mean ATC acting under a binder as an agent of certain underwriters at Lloyd's

#### **9.4 AUTOMATIC EXTENSIONS**

These extensions are included automatically and are subject to the terms of the Policy except to the extent varied by the extension. Except for extension 9.4.1 they do not increase the Limit of Indemnity.

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#### **9.4.1 One automatic reinstatement**

Although the Limit of Indemnity for any one Claim will not change, if the Limit of Indemnity is exhausted by reason of Claims We will reinstate the Limit of Indemnity once during the Period of Insurance.

#### **9.4.2 Continuous cover**

We will cover any Claim that would otherwise be excluded by Specific Exclusion 9.5.5 that arises out of an act, error or omission occurring prior to the Period of Insurance provided that:

- (a) We were the Insured's professional indemnity insurer at the time when the Insured first became aware of the fact or circumstance from which the Claim arose, and
- (b) We continued as the Insured's professional indemnity insurer from the time the Insured first became aware of the fact or circumstance to the time when the Claim is made and notified to Us.

We reserve the right to reduce the amount payable for any Claim by the amount that fairly represents any prejudice We have suffered as a result of the late notification.

The Limit of Indemnity under this extension shall be the lesser of that available under the policy in force at the time the Insured first became aware of the fact or circumstance and this Policy. The terms of this Policy will apply in all other respects.

This extension will not apply to a fraudulent non-disclosure of a fact or circumstance.

#### **9.4.3 Fraud and dishonesty**

We will cover Claims that would otherwise be excluded by Specific Exclusion 9.5.4, but We will not cover:

- (a) any person who commits, condones or authorises any dishonest, fraudulent, malicious, criminal or reckless act, error or omission; or
- (a) any loss of money, negotiable instruments, bonds, coupons, currency, bank notes or stamps.

#### **9.4.4 Cover for others**

Provided they observe and are subject to the terms of the Policy the following are also covered:

- (a) Former principals and Employees

Any person who has ceased or ceases to be a principal, partner, director or Employee of an Insured entity before or during the Period of Insurance, but solely in respect of work carried out for and on behalf of that entity.

- (b) Personal representatives

The estate, heirs, legal representatives or assigns of any deceased, mentally incompetent or insolvent Insured.

#### **9.4.5 Former Subsidiaries**

We will cover the Insured for the Insured's liability in respect of the conduct of the Business by a Subsidiary that ceased or ceases to be a Subsidiary before or during the Period of Insurance.

#### **9.4.6 Affiliations and joint ventures**

Provided that the joint venture is declared to and agreed by Us, We will cover the Insured for the Insured's conduct in any joint venture to which the Insured is party, but cover is limited to the Insured's proportion of liability.

#### **9.4.7 Competition and Consumer Act 2010 ("Australian Consumer law")**

We will cover the Insured's liability to pay compensation as a result of unintentional breaches of any provision of any Australian Consumer Law.

For the purpose of this clause, Australian Consumer Law includes the previous consumer laws found in the Trade Practices Act 1974 (Cth) and State and Territory Fair Trading legislation

**Class of Policy:** Public &/or Products Liability Insurance  
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**9.4.8 Confidentiality and intellectual property**

We will cover the Insured for liability for breach of trust, confidentiality or privacy and/or infringement of copyright, trademark, design or patent arising out of the conduct of the Business.

**9.4.9 Defamation**

We will cover the Insured for unintentionally making libelous or slanderous statements.

**9.4.10 New Subsidiaries, mergers and acquisitions**

We will cover:

- (a) any Subsidiaries that are either created or acquired by the Insured during the Period of Insurance, and
- (b) any other entities that are merged into or acquired by the Insured during the Period of Insurance

for a period of 30 days during the Period of Insurance from the date of creation, acquisition or merger (as the case may be) provided that We will only indemnify the Insured for actual or alleged breaches of professional duty with respect to acts, errors or omissions committed after the date of creation, acquisition or merger.

Cover under this extension will only apply to Subsidiaries and entities whose professional activity is of a similar nature as the Business.

Cover beyond 30 days will only be available if application is made by the Insured and agreed to by Us.

**9.4.11 Severability and non-imputation**

If more than one party is insured under this Section the written proposal shall be construed as if it was a separate application for cover by each Insured and any statement or representation in the proposal or surrounding the proposal, or any knowledge possessed by an Insured, shall not be imputed to any other Insured.

Further, any breach of the terms or conditions of this insurance, or any other conduct by any Insured, shall not be imputed to any other Insured.

Provided always that:

- (a) the remaining Insured are entirely innocent of and had no prior knowledge of the conduct of the other Insured (or should not reasonably have been expected to have such knowledge) and as soon as reasonably practical after becoming aware of the conduct, advise Us in writing of all known facts in relation to the conduct, and
- (b) this clause is not intended to limit the Insured's duty of disclosure under the *Insurance Contracts Act 1984*.

**9.5 SPECIFIC EXCLUSIONS**

We will not cover the Insured for:

**9.5.1 Assumed liability**

Any Claim:

- (a) arising from any duty or obligation assumed or undertaken by the Insured that is not assumed or undertaken in the normal conduct of the Business, or
- (b) alleging a liability under a contractual warranty, guarantee or undertaking unless liability would have been implied by law or would have existed in the absence of the contractual warranty, guarantee or undertaking.

**9.5.2 Waiver of rights**

Any liability that the Insured has either waived or limited its right of recovery from another party (either in whole or in part).

**9.5.3 Fines, penalties and aggravated damages**

Liability to pay: fines; penalties; aggravated, punitive or exemplary damages; or liquidated damages.

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**9.5.4 Dishonest, fraudulent, malicious, or reckless acts**

Any Claim arising from any dishonest, fraudulent, criminal or malicious act or omission by the Insured unless covered by automatic extension 9.4.3.

**9.5.5 Known claims and circumstances**

Any Claim:

- (a) first made or threatened against the Insured before the inception date of the Policy;
- (b) arising from any fact or circumstance that the Insured knew or ought reasonably to have known before the inception date of the Policy might give rise to a Claim;
- (c) that has been notified under any previous policy or was stated on the proposal (or any declaration or other underwriting information on which this Policy is based); or
- (d) arising from any fact or circumstance that has been notified (or ought reasonably to have been) under any previous policy or was stated on the proposal (or any declaration or other underwriting information on which this Policy is based).

**9.5.6 Documents**

Any Claim arising from the loss or destruction of, or any damage to, Documents

**9.5.7 Employers liability**

The Insured's liability to pay compensation for the death, bodily injury, illness or disease of, or to, any Employee or damage to, destruction of, or loss of use of any property of any Employee.

**9.5.8 Employment Disputes**

Any Claim arising from any Employment Dispute.

**9.5.9 Directors and officers**

Any liability incurred as a director or officer of a company or as a trustee of a trust while acting in those capacities.

**9.5.10 Related persons**

Unless originally emanating from an independent third party, any Claim made by:

- (a) any person or entity covered by this Section, or
- (b) any spouse, domestic partner or companion, parent, parent-in-law, domestic partner of a parent, sibling, or child of any Insured or any spouse or domestic partner of an Insured's sibling or child.

**9.5.11 Property**

Any Claim arising from the ownership, possession, occupation or use of land, buildings, mechanically propelled vehicles or vessels, aircraft or watercraft (except watercraft while stored on land or that do not exceed eight metres in length) by the Insured.

**9.5.12 Products Liability**

Any Claim arising from manufacture, installation, assembly, processing, repair, maintenance, sale, supply or distribution of goods or products by or on behalf of the Insured.

**9.5.13 Care, custody and control**

Any Claim arising directly or indirectly from property under the Insured's care, custody or control

**9.5.14 Insurance**

Any Claim that is more specifically insured against under the Public and Products Liability section of this insurance.



## Schedule of Insurance

**Class of Policy:** Public &/or Products Liability Insurance  
**The Insured:** Christian Youth Camps Limited

**Policy No:** ATCSL00223  
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on our web site [www.gjic.com.au](http://www.gjic.com.au) or on request we will send copies to you.

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