

## CERTIFICATE OF CURRENCY

Date: 8/09/16

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**FITZPATRICK & CO INSURANCE BKRS P/Y**  
**P O BOX 2230**  
**MT WAVERLEY 3149**

**Your local office is:**  
**Level 12**  
**432 St Kilda Road**  
**Melbourne 3004**

**Local call 1300 650 540**  
Phone 1300 650 540

**Email insure@ansvar.com.au**

Insured Name

LORD SOMERS CAMP & POWER HOUSE

Policy Number

03.080.0269438

Type of Policy

Public Liability

Period of Insurance

8/09/16 to 8/09/17 at L.S.T 4:00pm

Policy Status

Active Policy (Current)

This document shows your policy details as at the date printed. Should you have any queries, please contact our office. Thank you for your continued coverage with Ansvr.

**Please read the important warning and information overleaf regarding your Duty of Disclosure.**

*The Contract of Insurance consists of this Certificate and Company's Policy – to be read as one document*

### PAYMENT METHODS



**By Mail:** Please detach and return this portion with your Cheque and mail to :

**Ansvr Insurance Limited**  
**GPO Box 1655N**  
**Melbourne VIC 3001**



**By Credit Card :** To pay by MasterCard or Visa phone **1300 885 175**, or go to **www.ansvar.com.au** to pay over the internet. Quote Company Number **205195**, and Reference Number **0308002694385**

(Please note that this service is for bill payments only, and any policy changes should be referred to your local branch.)



Billers Code : 51656

Ref. No: 0308002694385

Call your participating financial institution to make this payment from your cheque, savings, Mastercard or Visa account.

### **By Monthly Instalments :**

If you wish to pay by monthly instalments, please contact your local office to arrange for a Direct Debit Request to be sent to you.

LORD SOMERS CAMP & POWER HOUSE  
03.080.0269438 0191462 RN 03 0020373 FEC

*Please see over for details of your Insurance Policy*



### **Duty of Disclosure**

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

### **Non-Disclosure**

If you fail to comply with your duty of disclosure, Ansvar may be entitled to reduce liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, Ansvar may also have the option of avoiding the contract from its beginning

Your policy cover is based on the following information you have provided to Ansvar. It is important to review this information carefully and complete the attached Declaration and/or Asset Schedule to advise us if any of the following details have changed.

If you accept this invitation without completing the attached Declaration you confirm to Ansvar your situation has not changed. Ansvar reserves the right to adjust cover on policies where we have not been advised of changed situations.

### **Conditions applicable to policies paid by monthly instalments**

You may pay your premium by monthly instalments direct from a financial institution. However, if your first monthly instalment is dishonoured by your financial institution this policy will not operate at all. This means you will not be covered in the event of a claim. You cannot claim under the policy if, at the date of loss, any monthly instalment has remained unpaid for 14 days or more.

If a monthly instalment remains unpaid for 30 days after its due date, the policy will come to an end without notice to you in accordance with Section 62 of the Insurance Contracts Act 1984.

If you have a total loss or we settle your claim by paying the full sum insured, we shall deduct the instalments for the remaining period of insurance from the settlement amount.

Should the financial institution holding your account return or dishonour a direct debit payment due to lack of funds in your account, we will charge you for any direct or indirect costs which we incur arising from the payment being returned or dishonoured.

### **If you have a complaint**

If you are not satisfied with the service provided by Ansvar Insurance Limited please contact the employee with whom you have had contact to see if he or she can resolve the problem. If you are not satisfied, then we invite you to contact the Claims Manager Australasia or, in their absence, a nominated senior employee of the region managing the claim. If you are not satisfied with the response given by the Claims Manager Australasia, or the nominated senior employee, then put your unresolved complaint in a letter and address it to:

The Secretary  
Internal Disputes Resolution Committee  
Ansvar Insurance Limited  
GPO Box 1655N, Melbourne, VIC 3001.

You can also telephone the Secretary with your complaint on 03-8630-3100, fax it on 03-9614-2740 or choose to email your complaint to the Secretary at [insure@ansvar.com.au](mailto:insure@ansvar.com.au). Full details of our dispute resolution process can be found in the PDS.

If you are still not satisfied with the outcome of our IDR Committee you may refer the matter to the Financial Ombudsman Service by calling 1300 78 08 08 or visiting [www.fos.org.au](http://www.fos.org.au)

### **Privacy**

The Privacy Act sets out how we are to collect, use, disclose and protect your personal information. It also describes the circumstances for you to access and, if necessary, correct your personal information. You may access your personal information by contacting any of our offices.

### **General Advice Warning**

Ansvar Insurance, or one of our representatives, may give you general advice about this product which does not take into account your personal needs or financial objectives. Before acting on any advice it is important that you read and consider the information provided in the Product Disclosure Statement (PDS) to decide if the product is right for you.

### **Duty on Insurance Policies**

Government charges or duties may apply to this insurance policy. Ansvar is responsible for paying any duty applied to an insurance policy, to the relevant State Revenue Office. Where a duty is payable on the premium, you are required to pay Ansvar the duty together with the premium payable on the insurance policy.

Should you or your organisation have a current exemption from paying such charges or duties you must provide formal evidence of that current exemption to Ansvar together with the premium payable.

**Policy Notes**

**Additional Insured:**

SOMERS LANDHOLDER PTY LTD

**Additional Comments:**

BUSINESS DESCRIPTION

Diverse volunteer-led community organisation with a focus on young people, leadership and active participation. Partner with other organisations to develop and deliver challenging, experience based programmes which engage people of all ages. Core part of the business is hosting residential camps at campsite in Somers and the running of a function centre

Excluding any events/festivals held at premises other than your own where more than 500 attendees are expected unless specifically agreed by endorsement detailed within this document some activities are excluded as per policy wording.

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POLICY WORDINGS

80-Ansvar Insurance General Public & Products Liability Policy  
AUSPOLGPL 310313 Version 2.4



**Location of Risk:** 1 LAKESIDE DR  
ALBERT PARK  
VIC 3206

**Type of Risk :** 80 – Public Liability

Type of Cover	Broadform Liability	
	Sum Insured	Excess
Public Liability	\$20,000,000	\$1,000
Products Liability	\$20,000,000	\$1,000
Property in Care/Custody/Control limited to	\$250,000	
Molestation/Sexual Abuse limited to	\$5,000,000	

**Additional Comments:**

INTERESTS NOTED: Parks Victoria and The Minister For Planning  
This policy is extended to indemnify Parks Victoria and The Minister for Planning in respect of property damage or personal injury to third parties arising only from the legal liability of Lord Somers Camp and Power House in connection with their business activities, unless Parks Victoria and The Minister For Planning are deemed to have been legally liable for such property damage or personal injury.  
In all other respects the policy remains unaltered.

OTHER RELEVANT PARTIES: means  
The Minister for Environment & Climate Change and Water,  
The Secretary to the Department of Environment, Land, Water and Planning, the  
Director of National Parks, The Minister for Ports, Melbourne Water Corporation, and any other body delegating its powers to Parks Victoria

Construction Liability:	\$500,000
Counsellors Liability:	\$1,000,000
Indemnifiable Fines & Penalties:	\$100,000 (Nil Excess)
Optional Extensions:	
1. Sexual Abuse	\$5,000,000
2. Replacement Wages	NOT INSURED
3. Medical Malpractice	NOT INSURED
4. Retroactive Claims Made Liability	
Public Liability	NOT REQUIRED
Agreed Retroactive Date:    /    /	NOT APPLICABLE
Sexual Abuse Only	NOT REQUIRED
Agreed Retroactive Date:    /    /	NOT APPLICABLE
5. Contractual Liability	NOT INSURED
6. Member to Member	NOT INSURED
7. Trauma Counselling Costs	NOT INSURED

No Excess applies to Optional Extensions 2 & 7

CLAIMS FOR PERSONAL INJURY TO VOLUNTEERS EXCESS ENDORSEMENT  
It is hereby agreed and declared that any claims for personal injury to volunteers will be subject to an excess of \$1,250 each and every claim unless the Insured has an Voluntary Workers Personal Accident Policy with Ansvar

Insurance Limited in which case the standard policy excess will apply.

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CLAIMS FOR PERSONAL INJURY TO LABOUR HIRE AND/OR SUBCONTRACTORS  
EXCESS ENDORSEMENT

It is hereby agreed and declared that any claims for personal Injury to labour hire personnel, subcontractors or contractors who are performing services on behalf of the Insured will be subject to an excess of \$5,000 each and every claim.

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SEXUAL ABUSE LIMIT

\*\* OUR LIABILITY FOR ALL COMPENSATION RELATING TO  
SEXUAL ABUSE IS AS SHOWN IN THIS CERTIFICATE  
OF INSURANCE AND IS LIMITED IN THE AGGREGATE FOR ALL CLAIMS  
IN ANY ONE PERIOD OF INSURANCE. EACH VICTIM OF SEXUAL ABUSE  
IS CONSIDERED A SEPARATE "OCCURRENCE"

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A "KNOWN OFFENDERS" - SEXUAL ABUSE EXCLUSION APPLIES TO THIS  
POLICY AS DETAILED WITHIN THE POLICY WORDING

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GUIDELINES TO ASSIST IN RISK MANAGEMENT  
OF SEXUAL ABUSE

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The purpose of these guidelines are to ensure you are meeting Ansvar's expectations in regards to risk management. These should be included in your Child Protection Policy, protecting children or vulnerable persons from the risk of suffering sexual abuse whilst under your organisations care. If you do not have a Client Protection Policy, please contact Ansvar Insurance immediately.

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When engaging, or appointing new employees, representatives, members or service providers who are working with children or vulnerable persons, please ensure you have:

- (i) For non volunteers, inquired with two referees as to their suitability for the role or position;
- (ii) Inquired with their previous posting or employment as to their suitability for the role or position;
- (iii) Inquired of them whether they have ever been convicted or investigated for sexual abuse, assault or a sexual offence of any kind;
- (iv) Asked them to sign an authority allowing you to conduct a search to determine whether they have a criminal record and have conducted this search or any other search as required by legislation
- (v) Not placed unknown volunteers in a position of trust within their first six months of joining your organization
- (vi) Procedures in place to ensure the "Two-Person" rule applies where feasible.
- (vii) Procedures in place to prohibit the employment or engagement of any person from working in your organisation if they have prior convictions relating to violent or sexually related offences.

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Festival/Event Endorsement



It is hereby agreed and declared this policy is extended to cover the following Festival/Event:

Festival/Event Name          Dates Held.

Cover is subject to the following conditions;

Other Insurance:

All commercial business operators who are running independent events must have their own Public and Products Liability Insurance.

Fireworks/Pyrotechnics

If Fireworks/Pyrotechnics are being provided, Ansvar must receive a certificate of currency from the Fireworks/Pyrotechnic operator encompassing the period of the event and noting the Insured as Principal.

Bouncy Castles:

If the Insured is supplying any bouncy castle, it must:

- Be supervised by responsible employees/volunteers at all times when in use;
- Be restricted to use by appropriate age groups (eg. Infants to 2, 2-5, 6-12 and over 12 years must not be mixed)

Trampolines

If the Insured is supplying any trampoline, it must;

- Be supervised by responsible employees/volunteers at all times
- Be fitted with safety side netting to prevent falls from the trampoline;
- Not be used by more than one person at a time.

Clean-Ups or Litter Picks

The Insured must ensure that any person involved in clearing up litter or rubbish:

- Wears boots or other robust footwear;
- Wears suitable gloves if handling any litter or rubbish;
- Is instructed not to clear up, move or touch any sharp objects, needles, syringes unless those persons:
  - a) Are authorised adults who have received documented training in dealing with discarded needles or syringes, and
  - b) Wear rubber/latex gloves and use graspers/tongs to pick up any needles or syringes (DO NOT USE HANDS), and
  - c) Only use proprietary sharps bins/boxes to place any needles or syringes which are to be given to and emptied only by local authority or contract clinical waste services.

Face Painting and Henna Tattoos

If the Insured applies any face paints or henna tattoos, it must ensure that they are not applied to any person:

- Who has open cuts or sores on their face;
- Who has a cold sore or conjunctivitis or any other known infectious skin condition;

and in addition the Insured must:

- Carry out a skin test prior to the application of any face paints or henna tattoos where any person has food allergies or allergic reactions to soaps, skin creams and the like;

- Clean any equipment before each application;
- Only use professional face paints and henna tattoos that comply with current safety legislation or regulations.

Parades/Processions/Carnivals - Unregistered Motor Vehicle Liability Exclusion

This policy does not cover any claim in respect to bodily injury to any person caused by or arising out of the use of any unregistered motor vehicle whilst participating in any Parade, procession or Carnival associated with the abovementioned Festival/Event.

## Type of Risk : 86 – Directors & Officers

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*           This Risk is Terminated
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*           Effective    8/09/16
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Details	Limit of Liability (any one claim)	\$10,000,000
	Aggregate Limit of Liability any one Period of Insurance	\$20,000,000
	Excess (each and every claim)	\$1,000
	Retroactive Date	2/12/02

## Additional Comments:

INDEMNIFIABLE FINES AND PENALTIES ENDORSEMENT

Effective 4.00pm, 15 May 2012

It is hereby noted and agreed that Optional extension 1:

Indemnifiable fines & penalties under Section 8: Liability of Officials is deleted in its entirety and replaced as Automatic Extension 7: Indemnifiable fines & penalties:

Notwithstanding Exclusions applicable to sections 6,7,8 and 9 only 4: Fines and penalties, we will indemnify you against any Penalty insurable at law and payable by you upon conviction for an offence under an Act specified below from criminal proceeding proceedings:

first brought against you during the period of insurance; and notified to us during the period of insurance, and which arises from a wrongful act committed or alleged to have been committed by you.

Provided that:

The indemnity does not extend to any subsequent penalty arising out of your failure to comply with any lawful consent, demand, determination, notice, order, or the like issued under the Act; and the total amount payable by us in any period of insurance shall be a maximum of \$1,000,000.

For the purpose of this extension:

Act means, as the context requires: The Trade Practices Act 1974; The Privacy Act 1988; The Corporations Act 2001; The Associations Incorporation legislation of any State or Territory



of Australia; The Occupational Health & Safety legislation of any State or Territory of Australia; The Education and Care Services National Regulations (2011) including any amendment to, or replacement or re-enactment of any such legislation, any regulation or other subordinate legislation made under these statutes, and any equivalent legislation of a State or Territory

of Australia.

Penalty shall mean any monetary sum payable by you and required by an order of a court of competent jurisdiction, to any regulatory authority pursuant to the Education and Care Services National Regulations (2011) but excluding:

any amounts payable as compensation;

any compliance, remedial, reparation or restitution costs;

any amounts payable for income tax, customs duties, excise duty, stamp duty, sales tax or any other State or Federal tax or duty;

any exemplary or punitive damages;

liabilities that are not insurable at law;

any legal and other costs associated with the penalties levied on you; and

any consequential or economic loss.

Wrongful Act shall mean any actual or alleged breach of duty, breach of trust, neglect, error, misstatement, misleading statement, omission, breach of warranty of authority or other act wrongly committed or attempted by any employee or official in the discharge of their duties or any liability asserted against them while acting in the course of their duties in their individual or collective capacities as employee or official.

All other terms and exclusions remain unchanged.