

CERTIFICATE OF CURRENCY

Date: 11/05/23

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**GOW-GATES INSURANCE BROKERS (GENERAL)
GPO BOX 4731
SYDNEY NSW 2000**

**Your local office is:
Level 17, 44 Market Street
Sydney
New South Wales 2000**

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

Email insure@ansvar.com.au

Insured Name

BOYS TO THE BUSH LTD

Policy Number

02.080.0635083

Type of Policy

Public Liability

Period of Insurance

31/05/23 to 31/05/24 at L.S.T 4:00pm

Policy Status

Active Policy (Current)

This document shows your policy details as at the date printed and is to be read in conjunction with the policy wording. Should you have any queries please contact our office. Thank you for your continued coverage with Ansvar.

This certificate is provided for information purposes only and confers no rights upon the holder. It is not intended to amend, extend or alter the coverage afforded by the policy listed. It is provided as a summary only of the cover provided and is current only at the date of issue.

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



Policy Notes

Additional Comments:

POLICY WORDING:

Ansvar Insurance General Public and Products Liability Insurance

BUSINESS DESCRIPTION:

Your operations are described as:

Facilitators of Mentoring and Camps for disadvantaged and troubled you, including but not limited to Supervised Farm visits, School Holiday Camps including sporting activities, school group mentoring in conjunction with local businesses, Primary School Gala Days and Alternative Care Arrangement providers.

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.

Location of Risk: ANYWHERE IN THE WORLD
EXCLUDING USA AND CANADA
NSW 2640

Type of Risk : 80 – Public Liability

Type of Cover	Broadform Liability	
	Sum Insured	Excess
Public Liability	\$20,000,000	\$10,000
Products Liability	\$20,000,000	\$10,000
Property in Care/Custody/Control limited to	\$250,000	
Molestation/Sexual Abuse limited to	\$1,000,000	
Annual Turnover	10,900,000	

Additional Comments:

Type of Cover continued....

Advertising Liability: As per Public & Products Liability Limit

Contract Works Liability \$ 500,000

Sublimits:

Property in Care, Custody & Control \$ 250,000

Automatic Extensions:

Counsellors Liability \$ 1,000,000

Indemnifiable Fines & Penalties \$ 100,000 (Nil Excess)

Optional Extensions:

1. Sexual Abuse \$ 1,000,000
2. Replacement Wages NOT INSURED
3. Medical Malpractice COVER UNAVAILABLE
4. Retroactive Claims Made Liability
 - Public Liability NOT INSURED
 - Sexual Abuse Only NOT INSURED
5. Member to Member Extension NOT INSURED
6. Trauma Counselling Costs NOT INSURED

No Excess applies to Optional Extensions 2 & 6

SPECIAL CONDITIONS:

SEXUAL ABUSE EXCLUSION FOR ALTERNATIVE CARE ARRANGEMENT
ENDORSEMENT and DEVELOPMENT EXCLUSION FOR ALTERNATIVE CARE
ARRANGEMENT PROGRAM ENDORSEMENT to apply as follows:

Optional Extension 1. Sexual Abuse is deleted in its entirety
and replaced with the following:



1. Sexual Abuse

The coverage provided under the following Optional Extension specifically excludes any of your Alternative Care Arrangement program by whatever name it may be known.

What is covered:

Sexual Abuse

This Optional Extension operates on a 'claims made and notified' This means that, where this Optional Extension is selected and is shown on the certificate of insurance, then subject to the terms and conditions of the policy, you are covered for:

1. a claim first made against you during the period of insurance and notified to us during the period of insurance or the extended reporting period, provided that you were not aware at any time prior to the start of the period of insurance of any fact, situation, event or circumstance which could lead to a claim being made against you;
2. a claim first made against you after the period of insurance, provided that the facts that gave rise to the claim are facts you first became aware of during the period of insurance and you notified us in writing of those facts during the period of insurance as soon as reasonably practicable after you became aware of them.

The precise terms of the cover are set out below.

Specific definitions for this Optional Extension

For the purpose of this Optional Extension:

- The policy definition of 'claim' does not apply. Instead, claim means a demand or assertion of a right to compensation made by a third party which is contained in any oral or written demand and/or legal proceeding or process claiming compensation against and served on you.
- extended reporting period means the 28 days from the end of the period of insurance.
- known circumstance means any fact, situation, event or circumstance which you were aware of prior to the start of the period of insurance and which a reasonable person would have considered at any time might result in a claim covered by this Optional Extension 1 (but for the operation of exclusion 1 of this Optional Extension 1).

What is covered

The cover available under the General Public and Products

Liability Insurance policy (set out under the heading 'What is covered') does not apply.

Instead, we will cover you against your legal liability to pay compensation as a result of any claim first made against you during the period of insurance and notified to us in writing during the period of insurance in respect of personal injury for sexual abuse happening within the geographic limits and first committed or alleged to have been committed after the retroactive date where:

1. the perpetrator of the sexual abuse was, at the time of perpetrating the sexual abuse, a representative, member, employee, volunteer or service provider of yours or a person in your care; and
2. you had in place the necessary client protection policy required by us and/or legislation to limit or prevent such abuse.

Provided always that:

1. This extension does not provide cover to the actual perpetrator of any sexual abuse.
2. If one person suffers sexual abuse perpetrated by a representative, member, employee, volunteer or service of yours on more than one occasion, then:
 - (a) all acts of sexual abuse of that person (whether or not the perpetrator of the sexual abuse on each occasion was the same perpetrator) are to be treated as one act of sexual abuse;
 - (b) the date of the first act of sexual abuse against the person is deemed to be the date of the act of sexual abuse
3. The General Exclusions applicable to the policy apply to this optional Extension, except for the 'Sexual Abuse' exclusion.

Limit of liability

Our limit of liability under this Optional Extension shall not exceed the limit of liability for sexual abuse as specified in the certificate of insurance for any one claim.

Our total liability for all claims arising out of the cover provided under this Optional Extension shall not exceed the sub limit of liability for this Optional Extension shown in the certificate of insurance.

What is not covered:

1000001



1. a claim or claims arising from any known circumstance;
2. a claim or claims arising from any fact, situation, event or circumstance if written notice of that fact, situation, event or circumstance has been given and accepted under any insurance policy that was in force before the start of the period of insurance;
3. any liability to pay compensation where:
 - a) the sexual abuse is committed with your consent or knowledge; or
 - b) the sexual abuse is committed by you against any official or employee; or
 - c) you or any of your officials knew or ought reasonably to have known that the actual or alleged perpetrator of the sexual abuse had previously:
 - i. committed sexual abuse; and/or
 - ii. been convicted of committing sexual abuse; and/or
 - iii. been charged with any offence relating to sexual abuse; and/or
 - iv. been the subject of a prior complaint in respect of sexual abuse while being a representative, member, employee, volunteer or service provider of yours, which had not been dealt with by you in accordance with your client protection policy.
 - d) you have engaged or appointed the actual or alleged perpetrator of the sexual abuse as a representative, member, employee, volunteer or service provider of yours, without making the investigations required under any under any legislation and pursuant to your client protection policy;
4. the amount of compensation to the extent it exceeds limit of liability for sexual abuse as specified in the certificate of insurance for any one claim;
5. the amount of compensation where the total amount of compensation we have already paid for all claims under this Optional Extension equals the sublimit of liability for this Optional Extension.

DEVELOPMENT EXCLUSION FOR ALTERNATIVE CARE ARRANGEMENT PROGRAM
ENDORSEMENT

The following additional general exclusion is hereby added under 'What is not covered' which begins on page 12 of the policy wording.

31. Development Exclusion

This policy excludes all claims and occurrences arising directly or indirectly out of the physical abuse or sexual abuse or general neglect or denial of opportunity regarding the physical, emotional, mental and educational development of any person in your Alternative Care Arrangement program by whatever name it may be known.

Other than as amended above, the terms, conditions and exclusions of the Policy remain unchanged.

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 \$50,000 each and every claim.

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 \$10,000 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.

ADDITIONAL EXCESS TO APPLY:-
SEXUAL ABUSES EXCESS - \$50,000
VOLUNTARY EXCESS - \$10,000

