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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:

Castlereagh Christian Conference Centre Ltd
Castlereagh Conference Centre
PO Box 448
CRANEBROOK NSW 2749

Date: 22/05/2023

Our Reference: CASTLEREAG

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: Castlereagh Christian Conference Centre Ltd
T/A Castlereagh Conference Centre

Policy No: ATCSL00116
Invoice No: 990474
Period of Cover:
From 13/12/2022
to 13/12/2023 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

Class of Policy: Public &/or Products Liability Insurance	Policy No: ATCSL00116
The Insured: Castlereagh Christian Conference Centre Ltd T/A Castlereagh Conference Centre	Invoice No: 990474
	Our Ref: CASTLEREAG

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

Insured:	Castlereagh Christian Conference Centre Ltd T/As Castlereagh Conference Centre
Business of Insured:	Outdoor Recreation, Camping and Convention Centre
Location of Risk:	297-305 Old Castlereagh Road, Castlereagh NSW 2749
Interested Party/ies:	Penrith Lakes Development Corporation - Interest in regards to access road only Uniting Church of Australia
Estimated Participants:	1,202 / year
Activities of Business include:	None (Accommodation Only)

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).

SUBJECTIVITIES: Provision of current Child Protection Policy

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	\$ 10,000,000
- Products Liability - Limit any one occurrence & in the annual aggregate	\$ 10,000,000
- 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
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:

Class of Policy:	Public &/or Products Liability Insurance	Policy No:	ATCSL00116
The Insured:	Castlereagh Christian Conference Centre Ltd T/A Castlereagh Conference Centre	Invoice No:	990474
		Our Ref:	CASTLEREAG

Contractors/Subcontractors 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.

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.

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 December 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

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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.

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 or on request we will send copies to you.