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Corporate Authorised Representative of PSC Connect Pty Ltd

ABN 23 141 574 914

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CERTIFICATE OF CURRENCY

From: Gregory Thomas

We hereby confirm that we have arranged the insurance cover mentioned below:

Christian Youth Camps Limited
Att Mark Rowe
1775 Phillip Island Road
COWES VIC 3922

Date: 31/05/2022

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: 892788
Period of Cover:
From 30/05/2022
to 30/05/2023 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: ATCSL00223
The Insured: Christian Youth Camps Limited	Invoice No: 892788
	Our Ref: CYCVIC

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:	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 Melbourne Water - Adanac CYC - Water Easement		
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 No. of Campers	99,500 / year		
Activities of Business:	Abseiling	Climbing walls	Initiative/Commando Course
	Ropes Course (Low)	Ropes Course (High)	Surfing (with Boards)
	Trampolines	Pushbikes (BMX & Mountain)	Canoeing - Flat Water
	Unpowered Watercraft	Caving	Flying Fox
	Swimming	Water Slide	Archery
	Bush Camping	Bush Walking	Fishing
	Golf (inc Mini)	Playground equipment	Tennis
	Skate Boarding	Earth, Bumper & Zorb Balls	Giant swing
	Laser Skirmish	Jumping Castles	
	Tobogganing at Mt Baw Baw VIC - July School Holidays		
	Caving activities at Britannia Creek Caves		

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).

Archery Tag Conditions

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1. *Anyone who has consumed any alcohol and/or taken any drugs shall not be permitted to participate;*
2. *All activities are supervised by trained and experienced instructors;*
3. *All equipment is to checked for damage prior to each use;*
4. *Activities must be risk assessed and documentary evidence of such must be permanently kept by the Insured;*
5. *All equipment must be operated in accordance with manufacturers' recommendations;*
6. *Full face masks must be worn at all times during the activity;*
7. *Once fired the arrows must be checked before firing again to ensure the safety cap on the end of the arrow is still secure;*
8. *A minimum age limit of nine (9) years is applicable for people to participate in archery tag activities. Children of nine (9) years and ten (10) years must be accompanied by an adult of at least eighteen (18) years of age;*
9. *A minimum safety zone distance of five (5) metres must be in place between the playing zone and spectators.*

SUBJECTIVITIES: Provision of Risk Management Plans for all activities
 Provision of Child Protection Policy
 Confirm whether previously covered activities (River Sledding, Inflatable Water Slides are still to be included (not mentioned in renewal declaration)

Provide confirmation that previous complaints/issues in relation to staff/volunteers/parents have been resolved and/or that no new complaints have been received

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	\$ 30,000,000
- Products Liability - Limit any one occurrence & in the annual aggregate	\$ 30,000,000
- 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
- Claims in relation to Trampoline Activities	\$ 10,000

Geographical Limits World Wide excluding USA & Canada

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.

Buoyancy Aid Endorsement

It is agreed and understood that all participants wear a buoyancy aid at all times whilst participating in any on-water activities

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organised 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.

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.

Qualified Instructors Requirement

It is hereby agreed and understood that any fitness, training, coaching or exercise activities in connection with the Business Activities of the Insured are undertaken by a Qualified Instructor.

Qualified Instructor means an individual who has obtained and holds current recognised qualifications in a particular sport or other speciality area which allows them to supervise, train, coach or instruct in that sport or area.

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.

Helmet Endorsement

It is hereby agreed and understood that all participants wear a helmet at all times whilst participating in any activities organised or under the auspices of the Insured.

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

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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: 30 May 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.

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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 lesser	

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.
- 9.3.2 **Claim** means any:
- demand for compensation or damages made by a third party in writing to the Insured, or
 - 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

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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.

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

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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 dishonest**

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
- (b) 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.

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.

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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.

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).

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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 meters 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.

In all other respects, the Policy remains unaltered.