

CERTIFICATE OF CURRENCY

Date: 31/01/24

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**AON RISK SERVICES – SYDNEY
GPO BOX 4189
SYDNEY 2000**

**Your local office is:
Level 5
1 Southbank Boulevard
Southbank 3006**

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

Email insure@ansvar.com.au

Insured Name

THE SCOUTS ASSOCIATION OF AUSTRALIA
(ACT BRANCH)

Policy Number

03.080.0603565

Type of Policy

Public Liability

Period of Insurance

30/01/24 to 14/02/24 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:

Policy Wording: Ansvar Insurance General Public & Products
Liability Insurance AUSPOLGPL 0522 V1.1

Named Insured:

The Scout Association of Australia (ACT BRANCH) and/or financiers and all parties for whom the Insured undertakes to insure for their respective rights, interests and liabilities and/or subsidiaries as defined under Australian Corporations Law, all for their respective rights, interests and liabilities.

BUSINESS DESCRIPTION:

Principally Scout Approved Activities and events including but not limited to leisure activities, camping, fund raising, charity work, collection of material for sale purposes, scouting goods retailing, accommodation provider, property owners, travel arrangements, revenue activities and any other activity incidental thereto

Interested Party

Government, State, Local Council and leasehold premises

Products:

Principally clothing and scouting equipment and including any goods, products or property manufactured (including deemed manufacture), grown, extracted, produced, processed, assembled, altered, constructed, erected, installed, repaired, serviced, treated, sold, supplied, distributed, imported or exported by the Insured (including any container or packaging materials, labels, directions, instructions or advice given or omitted, the design, formula or specification).

Interest Insured:

The Insured's legal liability to third parties to pay compensation in respect of death, illness, personal injury and/or property damage occurring during the Period of Insurance as a result of an occurrence and happening in connection with the Business or caused by any of the products (including containers, labels, directions, instructions or advice given or omitted, the design formula or specification) designed, specified, formulated, manufactured (including deemed manufacture), constructed, installed, imported, assembled, extracted, grown, processed, erected, exported, sold, supplied, distributed, treated, serviced, altered or repaired by the Insured from within Australia, as specified in the Policy Wording as identified below

Location of Risk: WORLDWIDE EXCL USA\CANADA 2600

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	\$5,000,000	

Additional Comments:

Hall & Marquee Hirer's Liability \$20,000,000
 Situation and/or Premises:
 Anywhere in the world, except the United States of America and Canada, provided that:

If the Insured has no legal presence, whether by an attorney or registered company, parent company or subsidiary company in the United States of America or Canada, the Territorial limits shall include the United States of America and Canada but only in respect to:

- (i) Products exported to the United States of America and Canada without the knowledge of the Insured, the Insured's agents or employees
- (ii) Visits by executives or sales persons of the Insured normally resident in the Commonwealth of Australia

Limits of Liability:
 Public Liability \$ 20,000,000
 In respect of any one occurrence or series of occurrences arising out of the one event during the Period of Insurance
 Products Liability \$ 20,000,000
 In respect of any one occurrence or series of occurrences arising out of one event and in the aggregate during the Period of Insurance

Property in Physical or Legal Control of Insured \$ 250,000
 In respect of any one occurrence or series of occurrences arising out of the one event during the Period of Insurance

Molestation and Sexual Abuse
 Any one claim \$5,000,000

CLAIMS FOR MOLESTATION/SEXUAL ABUSE
 It is hereby agreed and declared that in respect of any claim of personal injury for sexual abuse an excess of \$25,000 each and every claim shall apply

CLAIMS FOR MOLESTATION/SEXUAL ABUSE
 This policy coverage limit applies in respect of Molestation/Sexual Abuse claims arising from any one claim and in the aggregate for all claims during the period of insurance.



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/ contractors who are performing services on behalf of the insured will be subject to an excess of \$50,000 each and every claim

 Hall & Marquee Hirer's Liability \$ 20,000,000

Revenue Activities \$ 20,000,000

In respect of any one occurrence or series of occurrences arising out of revenue generating activities with non Scouting individuals, groups or organisations for the use of Scout property and the provision of services.

In the event that any one Period of Insurance exceeds twelve months then the aggregate sum insured shall be deemed to apply separately to each twelve months period or part thereof

Deductibles:

Third Party Personal Injury \$2,500
 Third Party Property Damage \$2,500
 Third Party Personal Injury (Sexual Assault & Molestation) \$25,000

* Note pending review of current notifiable matter (\$10,000)

Third Party Personal Injury (ACT Hall & Marquee Hirers) \$1,000
 Third Party Property Damage (ACT Hall & Marquee Hirers) \$1,000

(Excluding Revenue Activities - see below)

each and every loss accumulating to a Combined Annual Aggregate Limit of \$250,000

Should the Aggregate Limit be exhausted the Deductible shall reduce to the sum of \$500 each and every loss in respect of

Property Damage Claims and to Nil in respect to Personal Injury Claims

All occurrences of a series consequent upon or attributable to one source or original cause shall be deemed one occurrence for the purpose of the application of the above deductibles.

Policy Wording:

Ansvar Insurance Ltd. General Public and Products Liability
 Insurance Policy Wording AUSPOLGPL 0522 V1.1

Watercraft

Watercraft up to 15 metres in length

Contractual Agreements

Where in the ordinary course of business the Named Insurer enters into any contractual agreement which provides that the Named Insured shall indemnify and/or hold harmless and/or release from liability another person or organisation in respect of Personal Injury and/or Property Damage and/or Advertising Injury caused by an Occurrence happening in connection with

the Business, this insurance shall not be prejudiced by the Named Insured entering into such agreement and such indemnity and/or hold harmless provisions and/or release from liability shall be equally binding upon the Insurer.

Contractual Liability Exclusion

It is agreed and declared that any policy reference to excluding Contractual Liability is deleted in full.

Hold Harmless Agreements

It is understood and agreed that the insurance by this Policy includes the Insured's legal liability arising out of permissive Occupancy granted by Federal, State and Local Government authorities in the following terms:

The Insured shall indemnify and keep indemnified Federal, State and Local Government authorities from and against actions, suits, claims and demands of whatsoever nature and all costs, charges and expenses in respect of any Personal Injury or Property Damage, which may arise out of the granting of permission to organise and hold Scout Approved Activities; notwithstanding that the conditions of this permission shall in all respects have been observed by or that any such Personal Injury or Property Damage shall arise from the act or thing which they may be licensed or compelled to do thereunder.

Certificate of Placement

Willis Towers Watson has the permission to issue Certificates of Placement confirming the Public & Product Liability insurance arrangements for Scout Approved Activities. Certificates will include when required the endorsement to include the vicarious liability that Scouts may have in connection with a Scout Approved Activity when required by the principal. The insurer will not require referral of agreements issued by local, state and federal government where indemnities and hold harmless agreements are included. All other agreements issued by commercial entities and required to be signed by Scouts are to be declared to Willis Towers Watson for referral and approval by the insurer.

Hall Hirers:

It is hereby agreed and declared that Hall Hirers of halls owned by the Insured are included as additional Insureds under this Policy.

This endorsement is subject to the following provisos:

- that the limit of liability in respect to individual hall hirers is \$20,000,000 any one occurrence
- that cover does not apply to any hirer where the function for which the hall is being hired is serving alcohol to persons under the age of 18 or if alcohol is being consumed by persons under the age of 18 at the function.
- that cover does not apply to third party commercial business operators.
- that the indemnity granted to any such hall hirer shall only apply in respect of any amount in excess of that provided under



any other policy of insurance under which the said hirer is entitled to indemnity.
Policy Excess to hall hirer of \$1,000

Subject otherwise to the terms, conditions and exclusions of the Policy.

Scout Approved Activities:

The varied nature of activities conducted by Scouts requires that all Scout Approved Activities are covered under the Public & Product Liability Policy. Scouts have a well documented process for the review of proposed activities being conducted by their members at all levels to safeguard the wellbeing of their members.

Scouts also have specialised units designated as 'Adventurous Activity Units' which participate in such activities as abseiling, caving, canyoning, white water canoeing/kayaking rafting (less than class 3), radio, and 4WD.

Members of these units include trained and qualified personal as well as specialised equipment who occasionally work with Scout groups wishing to participate in these activities at a properly supervised level.

Scouts vicarious Liability extension for Canyoning and Scuba Diving activities when a Third Party provider is being utilised.

High Risk Activity Exclusion - Amendment

What is not covered, Exclusion 12. 'High Risk Activities' is deleted in its entirety and replaced with the following:

12. High Risk Activities :

12.1 any of your operations or any other activities organised by you which involve any of the following: motor races, motor rallies, motor speed tests, rifle/firearms, shooting, hang gliding, parachuting, para gliding, scuba diving, dune buggies, vertical and horizontal bungee jumping, hot air ballooning, gladiator games, unsupported rock climbing, go karts, motocross, martial arts or boxing activities.

12.2 any of your operations or any other activities organised by you which involve the use of mechanical amusement devices or rides involving animals or fireworks.

Provided this exclusion 12.2 shall not apply to:

- a) model railways used for amusement rides or coin operated amusement rides that are fitted to the ground surface, operate low speed, are designed for young children and used under adult supervision;
- b) your vicarious liability arising from the hire and use of such devices or animals from other parties or engagement of third party pyrotechnicians that you have obtained certificates of insurance confirming such parties hold valid liability insurance policies covering them for a minimum of \$20,000,000

any one occurrence.

12.3 any of your operations or any other activities organised by you which involve abseiling, archery, abseiling, bushwalking, climbing walls, canyoning, ropes course, snowboarding/skiing, giant swings/flying foxes, cycling, caving and white water canoeing/kayaking/rafting (above class 2 rapids), and snorkelling

Provided this exclusion 12.3 shall not apply where you are the organiser/facilitator of such activities, provided the activity is conducted and supervised by staff member or other authorised person who is duly licensed, skilled, qualified and accredited with such activities.

minimum of \$20,000,000 any one occurrence.

If the activity is not excluded within the wording then the policy will extend to include and cover for Scouts ACT.

This exclusion, however, does not apply to the Insured's vicarious liability as organiser/facilitator of such recreational activity, provided the activity is conducted and supervised by a duly licensed, skilled and qualified third operator, holding public liability insurance for such recreational activity with a minimum limit of indemnity of \$20,000,000.

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Members of these units include trained and qualified personnel as well as specialised equipment who occasionally work with Scout groups wishing to participate in these activities at a properly supervised level.

Scouts vicarious Liability extension for Scuba Diving activities when a Third Party provider is being utilized

