

# ACS FINANCIAL PTY LTD

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## CERTIFICATE OF PROTECTION

**Attn:** Karen Davidson

**From:** Louise Edrich

We hereby confirm that we have arranged the protection mentioned below:

Christian Schools Events Network  
20 College Drive  
NARRE WARREN SOUTH VIC 3805

Date: 19/10/2023

<b>Class:</b>	Public and Products Liability Protection
<b>Mutual:</b>	ACS Mutual Ltd ACN: 162 909 346
<b>The Member:</b>	Christian Schools Events Network

<b>Protection No:</b>	ACSMLIND01
<b>Period of Protection:</b>	30/09/2023 to 30/09/2024

**Details:**

See attached schedule for a  
Description of the risk protected

**IMPORTANT INFORMATION**

The Proposal/Declaration  
is to be received and accepted by the  
mutual  
 has been received and accepted by the  
mutual  
The total contribution as at the  
above date is:  
to be paid by the protected  
part paid by the protected  
 paid in full by the protected  
Premium Funding  
This protection is Premium Funded

## Schedule of Protection

**Class:** Public and Products Liability Protection

**Protection Number:** ACSMLIND01

**The Member:** Christian Schools Events Network

### **PUBLIC & PRODUCTS LIABILITY PROTECTION**

Limits of Protection:

- General Liability	\$200,000,000 any one occurrence.
- Products Liability	\$200,000,000 any one occurrence and in the aggregate.*
- Molestation/Sexual Abuse	\$10,000,000 any one occurrence & in the aggregate.* On a claims made basis**
- Goods in care custody & control	\$ 500,000

Retention:

Molestation/Sexual Abuse	\$50,000
All Other Claims	\$5,000

Retroactive date:

30/09/2022

(Applicable to Molestation/Sexual Abuse on a claims made basis only, unless a prior occurrence based Molestation/Sexual Abuse policy/cover was in place at the time of the incident.)

Territorial Limits: Worldwide excluding USA and Canada (see PDS for further detail)

**\*IMPORTANT NOTICES:**

This protection is provided to all Schools that are also members of the Independent (IND) and CRC Insurance and Protection Program, including the protected entity/entities named above. Therefore, with regards to protection for Products Liability and Sexual Molestation/Sexual Abuse, should any Member make a claim, the limit of protection is reduced by the amount of that claim for all IND program members for the rest of the coverage year to 30<sup>th</sup> September 2024. In addition, ACS Mutual provides another layer of Molestation/Sexual Abuse protection of \$10,000,000 in excess of the \$10,000,000 noted above. This additional protection is aggregated across all Mutual members on a claims made basis.

**\*\*Claims Made Protection**

A Claims Made protection covers you for claims, or circumstances which may give rise to a claim, reported to the Mutual while the protection is in force. If you become aware of a claim or potential claim you need to notify us in writing immediately. If you become aware of a claim/circumstance and you do not notify us of it during the protection period, you could be unprotected or face a reduced payout from the Mutual in respect of that claim. Once the protection has expired you are not covered, except for matters notified before expiry.

**RISK**

**ALL SCHOOL AND/OR COLLEGE RELATED FUNCTIONS PERTAINING TO EDUCATIONAL AND/OR RELIGIOUS ACTIVITIES**

**SPECIAL CONDITIONS: WHERE ANY OF THE ABOVE ACTIVITIES ARE CONDUCTED IN CONJUNCTION WITH OTHER SCHOOLS OR OTHER ORGANISATIONS, EVIDENCE OF CURRENT INSURANCE FOR THESE ORGANISATIONS MUST BE OBTAINED PRIOR TO THE EVENT OR ACTIVITY PROCEEDING.**

**THE FOLLOWING ARE COVERED IF THE ACTIVITIES ARE RUN BY APPROPRIATELY SKILLED AND QUALIFIED MEMBERS WHO HAVE RISK MANAGEMENT PROCEDURES IN PLACE FOR THE PREVENTION OF ACCIDENT/INJURY INCLUDING INCIDENT REPORTING PROCEDURES. IN THE ABSENCE OF APPROPRIATELY SKILLED AND QUALIFIED MEMBERS THESE ACTIVITIES MUST BE CONDUCTED BY QUALIFIED EXTERNAL CONTRACTORS WHO HAVE THE APPROPRIATE INSURANCES IN PLACE.**

Abseiling, Archery, Flying Foxes, Supported Rock Climbing or Climbing Walls, Canoeing/ Kayaking/Rafting (class 2 rapids and below), Beach Activities including Surfing or Swimming, Other Water Activities, Bike Riding, Skate Boarding, Roller Blading/Skating, Jumping Castles (this list is not exhaustive).

**EXCLUSIONS & ENDORSEMENTS:**

High Risk Activities Exclusion  
 Sexual Molestation Claims Made Endorsement  
 Known Offenders Molestation / Sexual Abuse Exclusion  
 Foster Care, Out-Of-Home Care Exclusion  
 Professional Liability  
 Sanctions Clause  
 Good Samaritan Acts Endorsement  
 Communicable Disease Exclusion  
 For all other exclusions, please refer to the PDS

## **HIGH RISK ACTIVITIES EXCLUSION**

Any activities organised by you that involve any of the following: Motor Races, Motor Rallies (speed based), Motor Speed Tests, Canyoning, Caving, Rifle/Firearms, Shooting, Paintball, Skirmish and other forms of shooting, Aircraft, Hang Gliding, Parachuting, Paragliding, White Water Canoeing/ Kayaking/Rafting (above class 2 rapids), Scuba Diving, water sports with power boards or water skiing, Dune Buggies, Quad bikes, Vertical and Horizontal Bungee, High Ropes Courses, Trapeze, Zip Lines, Hot Air Ballooning, Unsupported Rock Climbing, Go Karts, Motocross, Trail bikes, Mountain biking, Horse/Pony riding, Amusement Arcades, Amusement Parks, Amusement Rides, Commercial Fairgrounds, Martial Arts, Boxing activities, Fireworks or Firewalking.

Provided that this exclusion shall not apply to such of the above activities that we have **agreed by endorsement** to this protection to cover, subject always to the terms and conditions of the endorsement and the terms, conditions and exclusions of this protection and to the limit of liability specified in the certificate of protection.

## **SEXUAL MOLESTATION ENDORSEMENT CLAIMS MADE**

It is declared and agreed that this Protection is extended to include Sexual Molestation Endorsement as follows:

### **SEXUAL MOLESTATION ENDORSEMENT**

#### **1. NOTICE TO THE MEMBER**

The terms and conditions of this Endorsement provide that:

- 1.1 a Claim (as defined within this Endorsement) must be made against the Member during the Period of Protection for this Protection to apply; and
- 1.2 the Member must immediately notify the Mutual in writing of such Claim(s). Such notification must be given to the Mutual during the Period of Protection for this Protection to apply.

If any circumstances or facts come to the attention of the Member during the Period of Protection which are likely to give rise to a Claim(s) to be made against the Member, the terms and conditions of this Endorsement provide the Member with an option as to whether or not to notify the Mutual. However, failure to notify may affect the Protection, i.e. all or part of any subsequent Claim(s) may not be covered. Assuming the option to notify the Mutual is chosen, such notification must be given in writing during the Period of Protection for this Protection to apply.

The time of the happening of the sexual molestation which gives rise to a Claim(s) or possible Claim(s), is not relevant provided they occur after the Retroactive Date specified below.

Upon expiry of the Period of Protection, no further Claim(s) can be made under this Protection and therefore the maintenance of protection provided by this endorsement is essential.

It is hereby agreed that any protection available under this Protection for any liability arising directly or indirectly out of or in connection with sexual assault, abuse or molestation or attempt thereat shall be subject to this endorsement.

#### **2. SEXUAL MOLESTATION OPERATIVE CLAUSE**

The Mutual to the extent and in the manner hereinafter provided, hereby agrees to pay to or on behalf of the Member up to the Limit of Protection listed in the schedule, against all sums which the Member shall become legally liable to pay as a result of a Claim or Claims first made against the Member and reported to the Insurer during the Period of Protection in respect of Personal Injury from sexual abuse, assault or molestation or attempt thereat committed or alleged to have been committed in connection with the Business.

For the purpose of determining the indemnity granted

##### **2.1 "Claim" or "Claims" means:**

- 2.1.1 any writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counterclaim or third or similar party notice issued against or served upon the Member; or
- 2.1.2 the receipt by the Member of any written or verbal notice of demand for compensation made by a third party against the Member;

2.1.3 the receipt by the Member of any written or verbal notice of any facts and/or circumstances and/or allegations of sexual assault, abuse or molestation or attempt at such assault, abuse or molestation committed or alleged to have been committed.

2.2 "Defence Costs" means

all charges, expenses and legal costs incurred or obliged to be paid by the Mutual or by the Member with the consent of the Mutual (whose consent must not be unreasonably withheld). Defence Costs shall include all amounts expended in the investigation, defence or settlement of any Claim for compensation even if such Claim is groundless, false or fraudulent.

3. RETROACTIVE DATE: Please see above in schedule of protection

4. LIMIT OF PROTECTION

4.1 The Mutual's maximum liability for any one Claim or series of Claims made and reported to the Mutual during the Period of Protection shall not exceed the amount noted in the schedule

4.2 The Mutual's total aggregate liability during the Period of Protection shall not exceed amount noted in the schedule

4.3 The Limit of Protection shall be inclusive of Defence Costs.

5. EXCLUSIONS

The Mutual shall not be liable:

5.1 for any liability arising from sexual assault, abuse or molestation or attempt thereat which occurred or is alleged to have occurred prior to the Retroactive Date specified in this Endorsement.

5.2 for any liability arising from any facts and/or circumstances, of which the Member had become aware prior to the commencement of the Period of Protection, which a reasonable person in the Member's position would have considered as facts and/or circumstances which may give rise to a Claim or Claims under this Protection.

5.3 to indemnify any perpetrator or alleged perpetrator of any sexual assault, abuse or molestation or attempt thereat.

5.4 for any fines, penalties, punitive, exemplary, liquidated or aggravated damages or the costs of defending any criminal proceedings.

5.5 for any Claim or Claims which are or would be subject to the jurisdiction of the Courts of the United States of America or the Dominion of Canada.

5.6 for the Retention as set out under Condition 6.3 of this Endorsement.

6. CONDITIONS

6.1 The Member shall as a condition precedent to their right to be indemnified under this Endorsement give to the Mutual as soon as practicable notice in writing during the Period of Protection:

6.1.1 of any Claim(s) made against them;

6.1.2 of the receipt of notice from any person of an intention to make a Claim against them.

6.2 The Member shall give to the Mutual as soon as practicable notice in writing during the Period of Protection of any circumstance which they shall become aware during the Period of Protection, likely to give rise to a Claim against them. A Claim to which such circumstance has given rise and which is made after the expiration of the Period of Protection shall be deemed for the purpose of this Protection to have been made during the Period of Protection.

6.3 The Member shall bear a Retention noted in the schedule:

For the purpose of determining the Retention applicable to any indemnity provided under this Endorsement, it is expressly agreed that all acts of sexual assault, abuse or molestation or attempt(s) thereat suffered by any individual claimant shall be deemed to be arising out of one originating cause. If there is more than one claimant, all acts of sexual assault, abuse or molestation or attempt(s) thereat suffered by each individual claimant shall be deemed to be arising out of separate original causes and each individual claimant will be subject to a Retention.

**KNOWN OFFENDERS MOLESTATION/SEXUAL ABUSE EXCLUSION**

This protection does not protect the legal liability to pay damages or compensation to any third party, or legal costs associated with any claim, in respect of an injury sustained by a third party in circumstances where;

(a) that injury arises either directly or indirectly from sexual abuse: **and**

(b) the perpetrator of the sexual abuse was a representative, member, employee, or service provider of the member; **and**

(c) the member knew or ought reasonably to have known that the perpetrator of the sexual abuse had previously;

(i) committed sexual abuse; and/or

(ii) been convicted of sexual abuse; and/or

(iii) whilst being a representative, member, employee, or service provider of the member; been the subject of a prior complaint in respect of sexual abuse, which has not been appropriately investigated.

"Sexual Abuse" includes any assault or abuse of a sexual nature, any type of molestation, indecent exposure, sexual harassment or intimidation, whether such act is the subject of criminal investigation or not.

"Injury" includes any physical, mental or psychological injury

### **FOSTER CARE, OUT-OF-HOME CARE EXCLUSION**

This protection does not protect the legal liability to pay damages or compensation to any third party, or legal costs associated with any claim, in respect of an injury sustained by a third party in circumstances where;

- a) Molestation / Sexual abuse
- b) Physical abuse; or
- c) General neglect or denial of opportunity regarding the physical, emotional, mental and educational development, of any person in your foster care or out-of-home care by whatever name they might be known.

Definitions:

Foster care means services to children who cannot live with their birth families where a child is placed in the home of a foster carer or kinship carer or in a voluntary care arrangement.

Out-of-home care means a temporary, medium or long-term living arrangement for persons unable to live in their birth family home for whatever reason including foster care arrangements and accommodation facilities for residential care, secure welfare or crisis care.

Out-of-home care does not include:

- a) licensed residential aged care;
- b) retirement living facilities;
- c) licensed residential disability accommodation; or
- d) accredited, live-in drug and alcohol rehabilitation programs

In respect of c) above – only in circumstances in which the said accommodation is expressly staffed around-the-clock by multiple, professional, qualified carers operating on a 24/7 roster under an appropriate supervisory regime.

### **PROFESSIONAL LIABILITY**

This Protection does not cover any liability arising out of or connected directly or indirectly with: the rendering of or failure to render:

- a) professional advice or service by the Member
- b) healthcare or medical services including but not limited to dental, medical, nursing, physiotherapy, surgery or x-ray service, patient treatment / therapy, dispensing or furnishing of dietary supplements, drugs or medical devices.

or any error or omission connected.

All other Protection terms and conditions remain unchanged

### **SANCTIONS**

The Mutual shall not be deemed to provide cover and The Mutual shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Mutual to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

All other Protection terms and conditions remain unchanged

### **GOOD SAMARITAN ACTS**

Notwithstanding any other provision in this Protection, the Protection extends to protect the Member against any claim or Claim first made against the Member and notified to the Insurer during the Period of Protection for Good Samaritan Acts. For the purpose of this provision, "Good Samaritan Acts" means first aid voluntarily administered to persons at the scene of any emergency, accident or disaster to persons, other than members of the Member's family who reside with him/her.

### **COMMUNICABLE DISEASE EXCLUSION**

1. Notwithstanding any provision to the contrary within this protection, this protection does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where: 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

**PROTECTION WORDING:** ACS MUTUAL PDS 31 March 2023

**PROTECTION PROVIDER:** ACS Mutual Ltd - ACN: 162 909 346