

Schedule of Cover

Our Reference: 15060305

GEOGRAPHICAL SCOPE

Australia Wide

INSURED

Huon Valley Council

INSURER

Lloyd s of London - In effecting the Contract of Insurance, One Underwriting Pty Ltd will be acting as agent under an authority given to it by Lloyd s of London

WORDING

One Underwriting Broadform Liability Policy with endorsements (as below)

INTEREST INSURED

All sums which the Insured shall be legally liable to pay to third parties by reason of:

- Death or Personal Injury
 - Loss or Damage to Property
- happening during the Period of Insurance and caused by an occurrence in connection with the Business.

COVERING

1. 130 Various Hirers of Council Owned or Controlled Facilities
2. 0 Various Uninsured Performers, Stallholders, Artists, Buskers, Street Stallholders, Tutors and Instructors and others as agreed
3. 0 Permit Holders includes roadside trading and permit to place an Advertising Sign (A-frame), Goods on Footpath and/or Chairs & Tables on Footpath as well as Residents setting up and maintaining gardens on Council property including nature strips or planter boxes, under a permit issued by Council

COVERAGE 1 - HALL HIRERS

Insured

Various Hirers of Council Owned or Controlled Facilities (not otherwise insured)

Business

Activities conducted at and from the hired facility

Definition of Hirers

All casual, ad-hoc and regular hirers provided hire occurs no more than 52 times per annum (per hirer)

Situation

At and from the Council Owned or Controlled Facility

LIMITS OF INDEMNITY:

Public Liability - \$10,000,000 any one occurrence
Products Liability - \$10,000,000 any one period of insurance
Professional Indemnity (Errors And Omissions) - \$1,000,000
Property In Physical Or Legal Control - \$500,000

Deductible:

\$1,000 Each and Every claim
\$2,500 Each and Every claim relating to halls with capacity of 150+

**COVERAGE 2 - PERFORMERS/STALLHOLDERS/ARTISTS/STREET
STALLHOLDERS/BUSKERS/TUTORS and INSTRUCTORS**

NOT INSURED

COVERAGE 3 - PERMIT HOLDERS

NOT INSURED

ENDORSEMENTS

1. Participation

Personal Injury or damage to property of any person caused by or arising out of the participation of such person or his/her property in any game, match, race, practice, trial, or other sporting activity (including but not limited to swimming, gymnastics, health and fitness activities); but this exclusion does not apply to:

1.personal injury or damage to property caused by or arising out of your negligence as a property owner or lessee or occupier or manager of the premises or facility.

EXCLUSIONS

1.Fire Spread Exclusion

Will not provide cover in respect of claims arising from:-
Spread of fire from actions of the insured

2.Amusement rides & inflatable Exclusion

Will not provide cover in respect of claims arising from:-

Children s Rides, Animal Rides;
Amusement Rides and Devices;
Inflatable Recreational Equipment

3.Products Liability Exclusion

Will not provide cover in respect of claims arising from:-
Children s toys, second hand electrical items and tools;

4.Security Personnel Exclusion

Will not provide cover in respect of claims arising from:-
Personal injury or property damage arising directly or indirectly out of or caused by licenced security personnel.

5.Child Molestation

Will not provide cover in respect of claims arising from:-

The molestation or interference with a minor or minors by

- a. You or any person comprising You
- b. any of Your employees, or
- c. any person performing any voluntary work on Your behalf

Further, we shall not have any duty to defend any action, suit or proceedings brought against You (or any other person or body corporate who might otherwise but for the provisions of this clause be entitled to indemnity under this policy) which either directly or vicariously seeks

compensation in respect of such molestation or interference as above or from any personal injury resultant therefrom.

6. Fireworks / Pyrotechnics

Will not provide cover in respect of claims arising from:-

Fireworks / Pyrotechnics

7. Rock / Pop Concerts

Will not provide cover in respect of claims arising from:-

Rock / Pop Concerts

8. Alcohol Exclusion

This insurance does not apply to bodily injury or property damage for which any insured may be held liable by reason of;

Causing or contributing to the intoxication of any person;
The furnishing of alcoholic beverages to a person; or
Any statute, ordinance or regulation relating to the sale, distribution or use of alcoholic beverages.

9. Communicable Disease Exclusion

1. Notwithstanding any provision to the contrary within this policy, this policy 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.

MASTER POLICY NO:PTPRO2100205CM

INSURER

Certain Underwriters at Lloyds

Note that in effecting this contract we are acting under the authority given to us by Lloyds of London and acting as Agent for the Insurer and not the Insured.

Important Notices

As your insurance advisor, we want to draw your attention to certain important matters that relate to your insurance.

General Advice Warning

Any information provided about this policy is general in nature and does not take into account your particular objectives, financial situation and needs. Before making a decision, you should carefully consider all information provided to you including the policy wording.

Duty of Disclosure

ELIGIBLE CONTRACTS OF GENERAL INSURANCE

Before you enter into a contract of insurance, you have a duty under the Insurance Contracts Act 1984 (Clth) to disclose anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have that duty after proposal, and up until the time the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate a contract of insurance.

You do not need to tell the insurer anything that:

- reduces the risk that is insured;
- is common knowledge;
- your insurer knows or should know as an insurer; or
- the insurer waives compliance with your duty of disclosure.

If you are uncertain about whether or not a particular matter should be disclosed to the insurer, please contact your One Underwriting Client Manager.

Non Disclosure

If you do not tell your insurer anything you are required to, the insurer may cancel your contract or reduce the amount that it is required to pay you if you make a claim, or both. If your failure to disclose is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

Changes of circumstances must be notified

It is also important that you advise us of any changes to your business or circumstances (including location change, changes in size or value, increase in number of premises/ sites owned or occupied, or nature of business activities) that may occur once you have arranged the insurance so that we can take the necessary steps to make sure that you are adequately insured. A failure to advise the insurer of such changes may prejudice your cover.

Understanding your policy terms and conditions

Please carefully review all documents we give you (including policies and endorsements) containing the terms of your cover (including applicable limits, sub-limits and deductibles and your obligations) to ensure that the cover suits your needs and so you understand and comply with your obligations under your policies. Failure to do this may result in uninsured losses. Please advise us immediately if you notice any mistakes of fact or believe the contents do not address your needs.

Interest of other parties

Your policy may exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned, or subject to finance, the interest of the joint owner or financier may be excluded if it is not specifically noted on the policy. Generally, the safest course is always to have all interests in all property insured noted on each policy. If anyone other than you has an interest in property you are insuring, please let us know.

Utmost good faith

Every contract of insurance is based on the principle of utmost good faith, requiring each party to act towards the other party in respect of any matter arising under the contract, with the utmost good faith. If you fail to do so, you may prejudice your rights under the policy and in particular, any claim.

Privacy

One Underwriting is committed to protecting your personal information in accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth). We collect, use and disclose personal information to offer, promote, provide, manage and administer the many financial services and products we and our group of companies are involved in as set out in the One Underwriting Privacy Notice. In order to do this, we may also share your information with other persons or entities who assist us in providing or promoting our services as set out in the One Underwriting Privacy Notice. Further information about our privacy practices can be located in the One Underwriting Privacy Policy Statement which can be viewed on our website at www.oneunderwriting.com.au or a copy can be sent to you on request by your One Underwriting representative.

You may also gain access to your personal information, or modify your privacy preferences, by contacting your One Underwriting representative or our Privacy Officer at:

Privacy Officer -

By email: oneunderwriting@oneunderwriting.com.au

By mail: PO Box 1230, Melbourne Vic 3001

By phone: (03) 9211 3700

Occurrence Basis

Combined General Liability, Industrial Special Risks, Travel, Aviation, Contract Works, Marine policies and some other policies are written on an occurrence basis. This means that the policy responds to claims on the basis of when the incident occurred or when the injury or damage manifested itself, not when the claim itself was received.

Non Admission of Liability & Subrogation

This policy contains provisions which have the effect of excluding or limiting the insurer's liability in respect of a loss where you have admitted liability or prejudiced the insurer's rights of subrogation. This may occur where you are a party to an agreement which excludes or limits an insurer's rights to recover the loss from another party.

Remuneration

Please note that we treat our remuneration as fully earned when we issue you with a tax invoice. You agree that we may retain all our commission, fees and other remuneration in full in the event of any mid-term cancellation of a policy or future downward adjustment of premium. You also agree that the insurer and One Underwriting may offset such remuneration from any premium refund you are entitled to.

Agent Authority

As we are acting as Agents for the Insurer any fee we charge will be shown as an administration fee and this fee must be declared to your client on your closing. Our administration fee can be added together with your fee, However the total of all fees must be disclosed to your client independently of the premium charged.

Financial Hardship

One Underwriting has procedures and processes in place to comply with the ACCC and ASIC Debt Collection Guideline: For Collectors and Creditors.

Complaint And Dispute Resolution

Any enquiry or complaint relating to your policy or a claim should be addressed in the first instance to your Client Relationship Manager via an email sent to the One Underwriting Pty Ltd mailbox:

oneunderwriting@oneunderwriting.com.au

If your complaint is not satisfactorily and promptly resolved, please contact the One Underwriting National Complaints Manager at Level 50, 80 Collins St, Melbourne, Vic 3000 or 03 9211 3700 who will attempt to resolve it in accordance with our Complaints and Disputes Handling Policy. You may obtain a copy of this policy from our website: www.oneunderwriting.com.au

Complaint And Dispute Resolution if your policy is underwritten by Lloyd's of London. If your complaint is not satisfactorily resolved within 15 business days or you are not happy with our response to your dispute, you may request that your matter be reviewed by contacting:

Lloyd's Underwriters' General Representative in Australia
Level 9
10 Connell Street
Sydney NSW 2000
Telephone: (02) 8298 0783
Email: idraustralia@lloyds.com

If you are still not satisfied with the outcome determined, you may contact the One Underwriting External Dispute Resolution Body, the Insurance Brokers Division of the Financial Ombudsman Service, on 1300 780 808 or via www.fos.org.au.

Alternatively, if your concern is with the Insurer, you may contact the General Insurance Division of the Financial Ombudsman Service on 1300 780 808