

AUSTRALIAN CHRISTIAN CHURCHES

ACC Directorate Ltd

ABN 65 004 617 467

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Surrey Hills, VIC, 3124

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CERTIFICATE OF PROTECTION

Attn: Shama Prakash

From: Jennie Hackett

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

Date: 2/05/2023

Lighthouse Christian Centre
10/173 Power Street
GLENDENNING NSW 2761

Class:	Public and Products Liability Protection
Mutual:	ACS Mutual Ltd ACN: 162 909 346
The Member:	Lighthouse Christian Centre Lighthouse Community Care

Protection No:	ACSMLA01
Period of Protection:	31/03/2023 to 31/03/2024

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: ACSMLA01

The Member: Lighthouse Christian Centre
Lighthouse Community Care

Also Protects

1. Lighthouse Christian Centre Liverpool

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	\$5,000
All Other Claims	\$1,000

Retroactive date:

30/09/2022

(Applicable to Molestation/Sexual Abuse on a claims made basis only, unless a prior occurrence based Molestaton/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 provides protection for the ACC National and State bodies and all ACC Churches that are also members of the ACC 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 ACC program members for the rest of the coverage year to 31/3/2024. 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.

The Business Protected:

Principally (but not limited to) religious organisations encompassing churches, charitable benevolent and socially useful activities, work for the dole, social welfare (including refuge homes) landlords, property owners, retailers, joint ventures, media production and broadcasting, music production and publishing, publishing and printing religious literature, mission work, overseas aid, and all other activities in which the member is or may become engaged in including but not limited to Church services, fetes/Christmas Carols or similar, youth groups and youth outings, senior outings, fundraising such as walk-a-thons and bike rides.

The following can be protected if advised to ACS Mutual and noted on your schedule of protection

- aged care centres (including independent living units, hostels, nursing homes, community care and day care centres)
- child care centres
- conference centres, campsites

SPECIAL CONDITIONS: WHERE ANY OF THE ABOVE ACTIVITIES ARE CONDUCTED IN CONJUNCTION WITH OTHER CHURCHES OR NON-CHURCH 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, Horse Riding, 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, Horizontal Bungee (this list is not exhaustive).

EXCLUSIONS & ENDORSEMENTS:

- High Risk Activities Exclusion
- Sexual Molestation Claims Made Endorsement
- Known Offenders Molestation / Sexual Abuse 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 which involve any of the following: Motor Races, Motor Rallies (speed based), Motor Speed Tests, Canyoning, Caving, Rifle/Firearms, Shooting, Aircraft, Hang Gliding, Parachuting, Paragliding, White Water Canoeing/ Kayaking/Rafting (above class 2 rapids), Scuba Diving, Dune Buggies, Vertical Bungee Jumping, Hot Air Ballooning, Unsupported Rock Climbing, Go Karts, Motocross, Martial Arts or Boxing activities.

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.

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

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.

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.

PROTECTION WORDING: ACS MUTUAL PDS 31 March 2021

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

IMPORTANT NOTICES

Your Reasonable Duty Not to Make a Misrepresentation

Before You take out, renew, change or vary a contract of Protection with the Board of ACS Mutual Ltd (ACN 162 909 346) You must answer their questions truthfully and provide the Insurer with any information that could affect their decision to protect You, or the terms of your Protection. This is referred to as Your 'Reasonable Duty Not to Make a Misrepresentation'.

Your reasonable duty not to make a misrepresentation when entering into an insurance contract:

When applying to take out protection we will ask You certain questions. When answering these questions, You must be honest, and tell us anything:

Known to You; and

Which a reasonable person in the circumstances would include in answer to any questions.

Your answers will be used to help ACS Mutual Ltd decide whether to protect You and anyone else under this protection, and on what terms.

It is important that You understand You are answering the questions on behalf of yourself and anyone else that You would like to be protected by the Protection.

The same duty applies until We agree to any variations, extensions, reinstatements or renewal of a Protection.

Non-disclosure and its consequences

If You do not answer our questions in this way, ACS Mutual Ltd may be entitled to reduce the amount they would pay to You if You make a claim, cancel Your Protection contract, or both.

If Your non-disclosure is fraudulent, ACS Mutual Ltd may refuse to pay Your claim and treat the contract as if it never existed.

What You are not required to disclose

You are not required to disclose any matter:

That diminishes the risk to be undertaken by the ACS Mutual Ltd

That is of common knowledge;

That ACS Mutual Ltd knows or should know in the ordinary course of the Protection business; and

Where ACS Mutual Ltd waives Your Reasonable Duty Not to Make a Misrepresentation.

"REASONABLE PRECAUTIONS"

You must take all reasonable precautions for the maintenance and safety of the property protected and ACS Mutual Limited will not be liable for any loss, damage, injury or liability arising from a deliberate or fraudulent act committed by you or on your behalf.

AVERAGE CLAUSE

When the protection wording contains an average clause this means that you are required to declare values for the full replacement cost of the property. If you do not do so, and you are under-protected, ACS Mutual Limited will pay you less in the event of a claim in proportion to the amount of under-protection, and you will be responsible for the other part of the loss you actually suffer.

THIRD PARTY INTERESTS

The Protection will only provide protection for YOUR interest in the property and does not protect the interest of any third party (eg. financier, lessor) unless you have informed us of them and they are noted on the Schedule of Protection.

SUBROGATION AGREEMENTS

Where another person is liable to compensate you for any loss or damage otherwise covered by the Protection, but you have agreed with that person either before or after the loss or damage occurred that you would not seek to recover any monies from that person, ACS Mutual Limited may not grant protection for any such loss or damage. Therefore you MUST NOT agree to give away any of your rights because this will affect ACS Mutual Limited's right to recover under subrogation from other parties.

CLAIMS MADE PROTECTION

A Claims Made protection protects you for claims, or circumstances which may give rise to a claim, reported to ACS Mutual Ltd 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 un-protected or face a reduced payout from ACS Mutual Ltd in respect of that claim. Once the Protection has expired you are not protected, except for matters notified before expiry.

CLAIMS

Unless specifically agreed to the contrary, this Protection does not provide protection in relation to events that occurred before your application for protection was accepted.

RETENTION

Where a retention applies, it shall be deemed to be the sum of money ACS Mutual Limited will not pay in respect of a claim.

WHAT TO DO IF YOU HAVE A COMPLAINT

ACS Financial Pty Ltd (ACN 062 448 122) (AFSL 247388) (ABN 91 332 765 503) provides management services in relation to the ACS Mutual Limited. ACS Financial Pty Ltd and ACS Mutual Limited are both part of the 'ACS Group' for the purposes of privacy and complaints matters, and have effective disputes/incidents/complaints handling processes which are set out in the 'ACS Financial Dispute Handling Policy and Procedure' and the 'ACS Mutual Complaints Policy'. Individuals can make a complaint by writing to the ACS Group Compliance Officer. The Complaints Process is published on our website at www.acsfinancial.com.au/customer-portal > Privacy & Complaints. Alternatively, call 1800 646 777 to request a copy.

PRIVACY STATEMENT

We are committed to ensuring the confidentiality and security of your personal information. A copy of the 'ACS Group Privacy Policy' detailing our handling of personal information is available upon request or by accessing our website www.acsfinancial.com.au/customer-portal > Privacy & Complaints. ACS Financial and ACS Mutual collects personal information for the purposes set out in the ACS Group Privacy Policy. If you do not provide some or all of the information requested by us, we may not be able to accept your application (or renewal application) to use our services. You may request access to information held about you and/or complain about a breach of the Australian Privacy Principles, and find out how ACS Group will deal with a privacy complaint by contacting the ACS Group Compliance Officer as set out in the ACS Group Privacy Policy.