

## SECTION 1: PROJECT OVERVIEW AND ELIGIBILITY

\* indicates a required field

### ASSESSMENT TOOL - CSFP PERMITS AND APPROVALS

**Is the location of the proposed project zoned appropriately?**

- Yes  
 No

**Is formal consent from the landowner provided to undertake the project at the proposed site?**

- Yes  
 No

If applicant is owner of land - answer (YES) to this question

**Are all permits/approvals (e.g. building or planning) required to commence the project approved?**

- Yes  
 No

**Assessor Comments (as required)**

### ASSESSMENT TOOL - CSFP (CONSTRUCTION) FUNDING STREAM

**What funding stream is the organisation applying for?**

- Single year funding: Facility upgrade or development projects that will be complete within 12 months and have a total investment (exclusive of GST) of \$5,000 - \$1,000,000.  
 Multi-year funding: Facility upgrade or development projects that require a planning and construction period of two years and have a total investment (exclusive of GST) of up to \$2,000,000 (e.g. an applicant may request up to \$1,000,000 in year one and up to \$1,000,000 in year two - for a total investment of \$2,000,000).

### ASSESSMENT TOOL - PROJECT ELIGIBILITY

**1. PROJECT ELIGIBILITY:** Has the applicant indicated which eligible category / categories the project aligns with?

- Upgrade to existing facilities and/or constructing new facilities
- Facilities and/or infrastructure upgrades that are female friendly (refer [sport.act.gov.au](http://sport.act.gov.au))
- A project which encourages flexible, multi-use, shared and integrated facilities and services
- A project which fosters inclusive, diverse, accessible and responsible facility development through universal design, environmental sustainability, and strategically planned facilities
- A project which encourages collaboration with schools, service providers, facility managers and community organisations to deliver participation outcomes
- New playing surfaces
- Development of sport infrastructure to increase the accessibility and diversity

**2026 Community Sport Facilities Program (CSFP) (Construction)**  
**2026 CSFP (Construction) Individual Assessment**  
**Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc**  
Form Submitted 2 Jan 2026, 11:37AM AEDT

of organised sport and active recreation activity opportunities and enhances the experience of users

- Change rooms / ablutions
- Sports storage
- An enhancement of ACT Public School facilities that improve access and use by community sport and recreation organisations
- Upgrade to existing facilities that enhances the participation experience and opportunities for social connection in the community sport setting
- Development of facilities which, as a secondary benefit, allow the organisation to diversify its revenue streams and enhance its financial sustainability

**Is the project eligible? \***

- Yes  No

**Assessor Comments**

**2. PROJECT INELIGIBILITY: The applicant has confirmed that the project does not align with any of the ineligible projects listed in the CSFP Funding Guidelines. \***

- Yes  No

**Assessor Comments**

## **ASSESSMENT TOOL - PROJECT OVERVIEW**

**3. WHY has the proposed project been prioritised? Has a suitable response been provided for this question?**

- Yes  No

**Assessor Comments (as required)**

**4. WHAT will the CSFP funding specifically be used for? Has a suitable response been provided for this question?**

- Yes  No

**Assessor Comments (as required)**

**5. WHO will benefit from the proposed project? Has a suitable response been provided for this question?**

- Yes  No

**Assessor Comments (as required)**

**6. WHO will be responsible for the management of the project? Has a suitable response been provided for this question?**

- Yes  No

**Assessor Comments (as required)**

**7. HOW you will measure the impact of the project? Has a suitable response been provided for this question?**

Yes  No

**Assessor Comments (as required)**

**8. Is the project listed on the ACT infrastructure survey?**

Yes  
 No

**Project Overview and Eligibility - Assessment Summary**

**All Project Overview and Eligibility Requirements met?**

Yes  No

**Assessor Comments (summary of above assessment)**

**SECTION 2: PROJECT SPECIFIC EVIDENCE REQUESTS**

**FOCUS AREA 1: PROJECT NEED**

When completing this section of the Assessment Tool, assessors will use the following points system to **assess each assessment criteria** - i.e. in relation to the specific assessment criteria being assessed:

- Is the evidence provided **relevant**? (yes = 1 point / no = 0 points)
- Is the evidence provided **sufficient**? (yes = 1 point / no = 0 points)
- Is the evidence provided **current**? (yes = 1 point / no = 0 points)
- Is the evidence provided **authentic**? (yes = 1 point / no = 0 points)

**Question 1.1**

What process did the organisation undertake to ensure the proposed project is needed / justified?

**Evidence supplied?**

Yes  No

**Assessment Criteria 1.1**

A sound process has been used to justify the need associated with the project's implementation, e.g. community consultation, membership and participation data, facility usage data, linkages to the organisation's strategic plan, etc.

**Mandatory Evidence:** A formalised needs analysis process (e.g. Feasibility Study) is required to have been undertaken for projects over \$500,000.

**Relevant Score (0-1)**

1

Must be a number.

**2026 Community Sport Facilities Program (CSFP) (Construction)**  
**2026 CSFP (Construction) Individual Assessment**  
**Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc**  
Form Submitted 2 Jan 2026, 11:37AM AEDT

**Sufficient Score (0-1)**

1

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

**Question 1.2**

How will the project address an identified need, gap or deficiency in the availability of sport facilities to the ACT community?

**Evidence supplied?**

Yes

No

**Assessment Criteria 1.2**

The successful completion of the project will address a specific gap or deficiency in the ACT community's ability to access sport or active recreation offerings delivered by the organisation.

**Relevant Score (0-1)**

1

Must be a number.

**Sufficient Score (0-1)**

1

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

Must be a number.

**TOTAL Score (0-4)**

3

This number/amount is calculated.

**Question 1.3**

How will the project lead to positive participation and facility utilisation outcomes for sport or active recreation?

**Evidence Supplied?**

Yes  No

**Assessment Criteria 1.3**

The successful completion of the project will help to maintain or increase organised sport / active recreation participation and facility utilisation.

**Relevant Score (0-1)**

1  
Must be a number.

**Sufficient Score (0-1)**

1  
Must be a number.

**Current Score (0-1)**

1  
Must be a number.

**Authentic Score (0-1)**

1  
Must be a number.

**TOTAL Score (0-4)**

4  
This number/amount is calculated.

**Question 1.4**

Will the project facilitate improved inclusive access to organised sport or active recreation; and if so, how?

**Evidence supplied?**

Yes  No

**Assessment Criteria 1.4**

The successful completion of the project will help to increase organised sport / active recreation participation and facility utilisation, by specific target groups, e.g. female; youth; aboriginal; CALD; disabled; aged; LGBTQI+, those not engaged in sport/active recreation.

**Relevant Score (0-1)**

1  
Must be a number.

**Sufficient Score (0-1)**

1  
Must be a number.

**2026 Community Sport Facilities Program (CSFP) (Construction)**  
**2026 CSFP (Construction) Individual Assessment**  
**Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc**  
Form Submitted 2 Jan 2026, 11:37AM AEDT

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

**Question 1.5**

1.5 Will the project improve the quality, safety, or standard of sport / active recreation facilities that are available to the community; and if so, how?

**Evidence supplied?**

Yes

No

**Assessment Criteria 1.5**

How the project will improve the quality, safety, or standard of sport / active recreation facilities that are available to the community is clear.

**Relevant Score (0-1)**

1

Must be a number.

**Sufficient Score (0-1)**

1

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

**Question 1.6**

How does the project align with key priorities within the organisation's strategic plan?

**Evidence supplied?**

Yes

No

## Assessment Criteria 1.6

The project's intended purpose clearly aligns with specific priorities within the organisation's strategic plan.

**Mandatory Evidence:** *Current organisational strategic plan and current state level organisation strategic plan.*

### Relevant Score (0-1)

0.5

Must be a number.

### Sufficient Score (0-1)

0.5

Must be a number.

### Current Score (0-1)

0.5

Must be a number.

### Authentic Score (0-1)

0.5

Must be a number.

### TOTAL Score (0-4)

2

This number/amount is calculated.

## Question 1.7

Has your project received formal support from your SSO?

### Evidence supplied?

Yes

No

## Assessment Criteria 1.7

**Mandatory Evidence:** *For all projects with a total value of over \$250,000, a formal letter of support from the relevant SSO.*

**Assessor Note:** *If the applicant is an SSO, or the total value of the project is under \$250,000, score this question 4/4.*

### Relevant Score (0-1)

1

Must be a number.

### Sufficient Score (0-1)

1

Must be a number.

### Current Score (0-1)

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

**Question 1.8**

How does the project align with key priorities within the CBR Next Move Strategic Plan?

**Evidence supplied?**

Yes

No

**Assessment Criteria 1.8**

The project's intended purpose clearly aligns with specific priorities within the CBR Next Move Strategic Plan strategic plan.

**Relevant Score (0-1)**

1

Must be a number.

**Sufficient Score (0-1)**

1

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

**Question 1.9**

Which alternatives to the proposed project were considered and why were they rejected?

**Evidence supplied?**

Yes

No

**Assessment Criteria 1.9**

**2026 Community Sport Facilities Program (CSFP) (Construction)**  
**2026 CSFP (Construction) Individual Assessment**  
**Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc**  
Form Submitted 2 Jan 2026, 11:37AM AEDT

Relevant alternatives to the proposed project were identified and assessed as not meeting the needs of the organisation.

**Relevant Score (0-1)**

1

Must be a number.

**Sufficient Score (0-1)**

1

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

**Project Need Sub-Total**

33

This number/amount is calculated.

**Assessor Comments (as required)**

**FOCUS AREA 2: PROJECT FEASIBILITY**

**Question 2.1**

Has the organisation undertaken a feasibility study relating to the project?

**Evidence Supplied?**

Yes

No

**Assessment Criteria 2.1**

A project feasibility study is provided which demonstrates the need and viability of the project.

**Mandatory Evidence:** A project feasibility study must be provided for all projects with a total budget over \$500,000.

**Relevant Score (0-1)**

1

Must be a number.

**Sufficient Score (0-1)**

1

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

## Question 2.2

**2.2** Does the facility project involve partnerships which will result in shared use / multi-purpose use of the facility?

**Evidence Supplied?**

Yes

No

## Assessment Criteria 2.2

The project is designed to facilitate shared use of a facility by multiple sport / active recreation organisations.

**Mandatory Evidence:** A statement from partners regarding the nature of the shared use / multi-purpose facility project agreement is required for all shared use / multi-purpose facility projects.

**Relevant Score (0-1)**

0.5

Must be a number.

**Sufficient Score (0-1)**

0.5

Must be a number.

**Current Score (0-1)**

0.5

Must be a number.

**Authentic Score (0-1)**

0.5

Must be a number.

**TOTAL Score (0-4)**

2

This number/amount is calculated.

### Question 2.3

Has the organisation applied a Life Cycle Cost Analysis process to the project?

**Evidence supplied?**

Yes  No

### Assessment Criteria 2.3

A life cycle cost analysis process has been undertaken in relation to the project which considers the whole of life implications associated with planning, acquiring, operating and maintaining the facility upgrade or development.

**Mandatory Evidence:** A lifecycle cost analysis must be provided for all projects with a budget over \$500,000.

**Assessor Note:** If the applicant is applying for funding to undertake a feasibility study which includes a lifecycle cost analysis, score this question 4/4.

**Relevant Score (0-1)**

1

Must be a number.

**Sufficient Score (0-1)**

1

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

**Project Feasibility Sub-Total**

10

This number/amount is calculated.

**Assessor Comments (as required)**

## FOCUS AREA 3: PROJECT PLANNING

### Question 3.1

Does the applicant have a clear, detailed, and realistic project plan, which meets CSFP requirements regarding project commencement and completion dates, etc.?

**2026 Community Sport Facilities Program (CSFP) (Construction)**  
**2026 CSFP (Construction) Individual Assessment**  
**Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc**  
Form Submitted 2 Jan 2026, 11:37AM AEDT

**Evidence Supplied?**

Yes  No

**Assessment Criteria 3.1**

A clear, detailed and realistic project plan designed to guide the successful delivery of the project is in place.

**Mandatory Evidence:** Refer to the Application Form for examples of suitable evidence.

**Relevant Score (0-1)**

1  
Must be a number.

**Sufficient Score (0-1)**

1  
Must be a number.

**Current Score (0-1)**

1  
Must be a number.

**Authentic Score (0-1)**

1  
Must be a number.

**TOTAL Score (0-4)**

4  
This number/amount is calculated.

**Question 3.2**

Does the applicant have a detailed project budget, which clearly identifies all project components that will be funded by the CSFP investment and any components to be funded by the applicant?

*Note: Co-investment from the application organisation towards the project is strongly encouraged and is to be viewed favourably.*

**Evidence supplied?**

Yes  No

**Assessment Criteria 3.2**

A detailed project budget which clearly identifies all project components that will be funded by the CSFP investment and any components to be funded by the applicant is in place.

**Mandatory Evidence:** Refer to the Application Form for examples of suitable evidence.

**Mandatory Evidence:** For capital works/construction projects valued at over \$500,000, applicants must provide an independent, detailed costings plan developed by a certified quantity surveyor.

**Relevant Score (0-1)**

1

**2026 Community Sport Facilities Program (CSFP) (Construction)**  
**2026 CSFP (Construction) Individual Assessment**  
**Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc**  
Form Submitted 2 Jan 2026, 11:37AM AEDT

Must be a number.

**Sufficient Score (0-1)**

1

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

### Question 3.3

Do all facility related plans meet Australian Design Standards, ACT government facility planning requirements, any sport specific facility standards appropriate to the nature of the facility; and environmentally sustainable design principles?

**Evidence supplied?**

Yes

No

### Assessment Criteria 3.3

The applicant has demonstrated that all facility project related plans (e.g. concept designs, architect plans, builder plans, etc.) meet:

- Australian Design Standards;
- ACT government facility planning requirements;
- Any sport specific facility standards appropriate to the nature of the facility; and
- Environmentally sustainable design principles

**Mandatory Evidence:** Refer to the Application Form for examples of suitable evidence.

**Assessor Note:** If the applicant is applying for funding to undertake preliminary planning activities such as feasibility studies, options studies, etc., and not building related activities, score this question 4/4.

**Relevant Score (0-1)**

0

Must be a number.

**Sufficient Score (0-1)**

0

Must be a number.

**Current Score (0-1)**

0

Must be a number.

**Authentic Score (0-1)**

0

Must be a number.

**TOTAL Score (0-4)**

0

This number/amount is calculated.

**Question 3.4**

Does the organisation has access to capacity, expertise, and skills needed to deliver the project outcomes successfully, within stated timelines and budgets; and if not, how will the organisation access the required expertise?

**Evidence supplied?**

Yes

No

**Assessment Criteria 3.4**

The applicant organisation demonstrates it has the capacity, expertise, and skills needed to deliver the project outcomes successfully, within stated timelines and budgets.

**Mandatory Evidence:** Refer to the Application Form for examples of suitable evidence.

**Relevant Score (0-1)**

1

Must be a number.

**Sufficient Score (0-1)**

1

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

**Project Planning Sub-Total**

12

This number/amount is calculated.

**Assessor Comments (as required)**

**TOTAL SCORE**

55

This number/amount is calculated.

**SECTION 3: ASSESSMENT CATEGORISATION**

This section of the assessment tool allows assessors to provide a very brief summary regarding the amount and quality of the evidence provided by the applicant, as well as providing a **quantitative score** to the application, and preliminary recommendations relating to the prioritisation and potential funding allocation associated with each project application.

**Organisation Legal Name**

This question is read only.

**Project Stream**

- Single year funding
- Multi-year funding

**Section 1 Assessment Result - Project Overview and Eligibility**

**All Project Overview and Eligibility requirements contained within Section 1 of the assessment tool are:**

- Met in full
- Partially met - additional evidence requested
- Not met

**Section 2 Assessment Result - Project Specific Evidence Requests**

**Overall score for Section 4 Assessment Result - Project Specific Evidence Requests**

**Total score achieved**

55

This number/amount is calculated.

**Funding Prioritisation Recommendation**

**2: Multi-year funding project**

Priority A  
(41-64pts)

Priority B  
(21-40pts)

Priority C  
(1-20pts)

# **2026 Community Sport Facilities Program (CSFP) (Construction) 2026 CSFP (Construction) Individual Assessment**

**Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc**

Form Submitted 2 Jan 2026, 11:37AM AEDT

## **Overall Assessor Comments**

A strong application with good supporting documentation and provides three funding options. Clear evidence of need via feasibility study that improvements are required. Recommend support over two years (\$750,000 in year 1 and \$250,000 in year 2.

## **Funding Recommendation**

\$750,000.00

Must be a dollar amount.

## SECTION 1: PROJECT OVERVIEW AND ELIGIBILITY

\* indicates a required field

### ASSESSMENT TOOL - CSFP PERMITS AND APPROVALS

**Is the location of the proposed project zoned appropriately?**

- Yes  
 No

**Is formal consent from the landowner provided to undertake the project at the proposed site?**

- Yes  
 No

If applicant is owner of land - answer (YES) to this question

**Are all permits/approvals (e.g. building or planning) required to commence the project approved?**

- Yes  
 No

**Assessor Comments (as required)**

Replacement/upgrade of the irrigation system does not require any permits/approvals.

### ASSESSMENT TOOL - CSFP (CONSTRUCTION) FUNDING STREAM

**What funding stream is the organisation applying for?**

- Single year funding: Facility upgrade or development projects that will be complete within 12 months and have a total investment (exclusive of GST) of \$5,000 - \$1,000,000.  
 Multi-year funding: Facility upgrade or development projects that require a planning and construction period of two years and have a total investment (exclusive of GST) of up to \$2,000,000 (e.g. an applicant may request up to \$1,000,000 in year one and up to \$1,000,000 in year two - for a total investment of \$2,000,000).

### ASSESSMENT TOOL - PROJECT ELIGIBILITY

**1. PROJECT ELIGIBILITY:** Has the applicant indicated which eligible category / categories the project aligns with?

- Upgrade to existing facilities and/or constructing new facilities
- Facilities and/or infrastructure upgrades that are female friendly (refer [sport.act.gov.au](http://sport.act.gov.au))
- A project which encourages flexible, multi-use, shared and integrated facilities and services
- A project which fosters inclusive, diverse, accessible and responsible facility development through universal design, environmental sustainability, and strategically planned facilities
- A project which encourages collaboration with schools, service providers, facility managers and community organisations to deliver participation outcomes
- New playing surfaces

**2026 Community Sport Facilities Program (CSFP) (Construction)**  
**2026 CSFP (Construction) Individual Assessment**  
**Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc**  
Form Submitted 17 Dec 2025, 11:31AM AEDT

- Development of sport infrastructure to increase the accessibility and diversity of organised sport and active recreation activity opportunities and enhances the experience of users
- Change rooms / ablutions
- Sports storage
- An enhancement of ACT Public School facilities that improve access and use by community sport and recreation organisations
- Upgrade to existing facilities that enhances the participation experience and opportunities for social connection in the community sport setting
- Development of facilities which, as a secondary benefit, allow the organisation to diversify its revenue streams and enhance its financial sustainability

**Is the project eligible? \***

- Yes  No

**Assessor Comments**

**2. PROJECT INELIGIBILITY: The applicant has confirmed that the project does not align with any of the ineligible projects listed in the CSFP Funding Guidelines. \***

- Yes  No

**Assessor Comments**

## **ASSESSMENT TOOL - PROJECT OVERVIEW**

**3. WHY has the proposed project been prioritised? Has a suitable response been provided for this question?**

- Yes  No

**Assessor Comments (as required)**

The existing irrigation set up is becoming increasingly unreliable and expensive to maintain.

**4. WHAT will the CSFP funding specifically be used for? Has a suitable response been provided for this question?**

- Yes  No

**Assessor Comments (as required)**

Engaging a project manager to source and install an upgraded irrigation system.

**5. WHO will benefit from the proposed project? Has a suitable response been provided for this question?**

- Yes  No

**Assessor Comments (as required)**

1,300 members and social golfers. According to the club an average of 203 rounds are played each day at the course.

**6. WHO will be responsible for the management of the project? Has a suitable response been provided for this question?**

- Yes  No

# 2026 Community Sport Facilities Program (CSFP) (Construction) 2026 CSFP (Construction) Individual Assessment Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc Form Submitted 17 Dec 2025, 11:31AM AEDT

## Assessor Comments (as required)

The club will oversee a project manager.

## 7. HOW you will measure the impact of the project? Has a suitable response been provided for this question?

- Yes  No

## Assessor Comments (as required)

The club will be able to compare water usage between the new and old system and monitor course condition due to better irrigation coverage.

## 8. Is the project listed on the ACT infrastructure survey?

- Yes  
 No

## Project Overview and Eligibility - Assessment Summary

### All Project Overview and Eligibility Requirements met?

- Yes  No

### Assessor Comments (summary of above assessment)

## SECTION 2: PROJECT SPECIFIC EVIDENCE REQUESTS

### FOCUS AREA 1: PROJECT NEED

When completing this section of the Assessment Tool, assessors will use the following points system to **assess each assessment criteria** - i.e. in relation to the specific assessment criteria being assessed:

- Is the evidence provided **relevant**? (yes = 1 point / no = 0 points)
- Is the evidence provided **sufficient**? (yes = 1 point / no = 0 points)
- Is the evidence provided **current**? (yes = 1 point / no = 0 points)
- Is the evidence provided **authentic**? (yes = 1 point / no = 0 points)

### Question 1.1

What process did the organisation undertake to ensure the proposed project is needed / justified?

### Evidence supplied?

- Yes  No

### Assessment Criteria 1.1

A sound process has been used to justify the need associated with the project's implementation, e.g. community consultation, membership and participation data, facility usage data, linkages to the organisation's strategic plan, etc.

**2026 Community Sport Facilities Program (CSFP) (Construction)**  
**2026 CSFP (Construction) Individual Assessment**  
**Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc**  
Form Submitted 17 Dec 2025, 11:31AM AEDT

**Mandatory Evidence:** A formalised needs analysis process (e.g. Feasibility Study) is required to have been undertaken for projects over \$500,000.

**Relevant Score (0-1)**

1

Must be a number.

**Sufficient Score (0-1)**

1

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

## Question 1.2

How will the project address an identified need, gap or deficiency in the availability of sport facilities to the ACT community?

**Evidence supplied?**

Yes

No

## Assessment Criteria 1.2

The successful completion of the project will address a specific gap or deficiency in the ACT community's ability to access sport or active recreation offerings delivered by the organisation.

**Relevant Score (0-1)**

1

Must be a number.

**Sufficient Score (0-1)**

0

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

3

This number/amount is calculated.

**Question 1.3**

How will the project lead to positive participation and facility utilisation outcomes for sport or active recreation?

**Evidence Supplied?**

Yes

No

**Assessment Criteria 1.3**

The successful completion of the project will help to maintain or increase organised sport / active recreation participation and facility utilisation.

**Relevant Score (0-1)**

1

Must be a number.

**Sufficient Score (0-1)**

0

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

3

This number/amount is calculated.

**Question 1.4**

Will the project facilitate improved inclusive access to organised sport or active recreation; and if so, how?

**Evidence supplied?**

Yes

No

**Assessment Criteria 1.4**

The successful completion of the project will help to increase organised sport / active recreation participation and facility utilisation, by specific target groups, e.g. female; youth; aboriginal; CALD; disabled; aged; LGBTQI+, those not engaged in sport/active recreation.

**2026 Community Sport Facilities Program (CSFP) (Construction)**  
**2026 CSFP (Construction) Individual Assessment**  
**Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc**  
Form Submitted 17 Dec 2025, 11:31AM AEDT

**Relevant Score (0-1)**

1

Must be a number.

**Sufficient Score (0-1)**

1

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

**Question 1.5**

1.5 Will the project improve the quality, safety, or standard of sport / active recreation facilities that are available to the community; and if so, how?

**Evidence supplied?**

Yes

No

**Assessment Criteria 1.5**

How the project will improve the quality, safety, or standard of sport / active recreation facilities that are available to the community is clear.

**Relevant Score (0-1)**

1

Must be a number.

**Sufficient Score (0-1)**

1

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

## Question 1.6

How does the project align with key priorities within the organisation's strategic plan?

**Evidence supplied?**

Yes  No

## Assessment Criteria 1.6

The project's intended purpose clearly aligns with specific priorities within the organisation's strategic plan.

**Mandatory Evidence:** *Current organisational strategic plan and current state level organisation strategic plan.*

**Relevant Score (0-1)**

1

Must be a number.

**Sufficient Score (0-1)**

1

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

## Question 1.7

Has your project received formal support from your SSO?

**Evidence supplied?**

Yes  No

## Assessment Criteria 1.7

**Mandatory Evidence:** *For all projects with a total value of over \$250,000, a formal letter of support from the relevant SSO.*

**Assessor Note:** *If the applicant is an SSO, or the total value of the project is under \$250,000, score this question 4/4.*

**Relevant Score (0-1)**

1

Must be a number.

**Sufficient Score (0-1)**

1

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

**Question 1.8**

How does the project align with key priorities within the CBR Next Move Strategic Plan?

**Evidence supplied?**

Yes

No

**Assessment Criteria 1.8**

The project's intended purpose clearly aligns with specific priorities within the CBR Next Move Strategic Plan strategic plan.

**Relevant Score (0-1)**

0

Must be a number.

**Sufficient Score (0-1)**

0

Must be a number.

**Current Score (0-1)**

0

Must be a number.

**Authentic Score (0-1)**

0

Must be a number.

**TOTAL Score (0-4)**

0

This number/amount is calculated.

**Question 1.9**

Which alternatives to the proposed project were considered and why were they rejected?

**Evidence supplied?**

Yes  No

**Assessment Criteria 1.9**

Relevant alternatives to the proposed project were identified and assessed as not meeting the needs of the organisation.

**Relevant Score (0-1)**

1  
Must be a number.

**Sufficient Score (0-1)**

1  
Must be a number.

**Current Score (0-1)**

1  
Must be a number.

**Authentic Score (0-1)**

1  
Must be a number.

**TOTAL Score (0-4)**

4  
This number/amount is calculated.

**Project Need Sub-Total**

30  
This number/amount is calculated.

**Assessor Comments (as required)**

The club has undertaken sufficient work to determine the existing irrigation system has reached its end of life and is in need of replacement. It appears while not ideal and expensive, the club could continue to patch the existing system if the grant is not supported.

**FOCUS AREA 2: PROJECT FEASIBILITY**

**Question 2.1**

Has the organisation undertaken a feasibility study relating to the project?

**Evidence Supplied?**

Yes  No

**Assessment Criteria 2.1**

**2026 Community Sport Facilities Program (CSFP) (Construction)**  
**2026 CSFP (Construction) Individual Assessment**  
**Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc**  
Form Submitted 17 Dec 2025, 11:31AM AEDT

A project feasibility study is provided which demonstrates the need and viability of the project.

**Mandatory Evidence:** A project feasibility study must be provided for all projects with a total budget over \$500,000.

**Relevant Score (0-1)**

1

Must be a number.

**Sufficient Score (0-1)**

1

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

## Question 2.2

**2.2** Does the facility project involve partnerships which will result in shared use / multi-purpose use of the facility?

**Evidence Supplied?**

Yes

No

## Assessment Criteria 2.2

The project is designed to facilitate shared use of a facility by multiple sport / active recreation organisations.

**Mandatory Evidence:** A statement from partners regarding the nature of the shared use / multi-purpose facility project agreement is required for all shared use / multi-purpose facility projects.

**Relevant Score (0-1)**

0

Must be a number.

**Sufficient Score (0-1)**

0

Must be a number.

**Current Score (0-1)**

0

Must be a number.

**2026 Community Sport Facilities Program (CSFP) (Construction)**  
**2026 CSFP (Construction) Individual Assessment**  
**Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc**  
Form Submitted 17 Dec 2025, 11:31AM AEDT

**Authentic Score (0-1)**

0

Must be a number.

**TOTAL Score (0-4)**

0

This number/amount is calculated.

**Question 2.3**

Has the organisation applied a Life Cycle Cost Analysis process to the project?

**Evidence supplied?**

Yes

No

**Assessment Criteria 2.3**

A life cycle cost analysis process has been undertaken in relation to the project which considers the whole of life implications associated with planning, acquiring, operating and maintaining the facility upgrade or development.

**Mandatory Evidence:** A lifecycle cost analysis must be provided for all projects with a budget over \$500,000.

**Assessor Note:** If the applicant is applying for funding to undertake a feasibility study which includes a lifecycle cost analysis, score this question 4/4.

**Relevant Score (0-1)**

1

Must be a number.

**Sufficient Score (0-1)**

1

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

**Project Feasibility Sub-Total**

8

This number/amount is calculated.

**Assessor Comments (as required)**

Irrigation specialist engaged to assess the existing system and propose alternative options

for upgrade/replacement. Life Cycle Cost Analysis completed.

### **FOCUS AREA 3: PROJECT PLANNING**

#### **Question 3.1**

Does the applicant have a clear, detailed, and realistic project plan, which meets CSFP requirements regarding project commencement and completion dates, etc.?

**Evidence Supplied?**

Yes  No

#### **Assessment Criteria 3.1**

A clear, detailed and realistic project plan designed to guide the successful delivery of the project is in place.

**Mandatory Evidence:** Refer to the Application Form for examples of suitable evidence.

**Relevant Score (0-1)**

1  
Must be a number.

**Sufficient Score (0-1)**

1  
Must be a number.

**Current Score (0-1)**

1  
Must be a number.

**Authentic Score (0-1)**

1  
Must be a number.

**TOTAL Score (0-4)**

4  
This number/amount is calculated.

#### **Question 3.2**

Does the applicant have a detailed project budget, which clearly identifies all project components that will be funded by the CSFP investment and any components to be funded by the applicant?

*Note: Co-investment from the application organisation towards the project is strongly encouraged and is to be viewed favourably.*

**Evidence supplied?**

Yes  No

#### **Assessment Criteria 3.2**

**2026 Community Sport Facilities Program (CSFP) (Construction)**  
**2026 CSFP (Construction) Individual Assessment**  
**Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc**  
Form Submitted 17 Dec 2025, 11:31AM AEDT

A detailed project budget which clearly identifies all project components that will be funded by the CSFP investment and any components to be funded by the applicant is in place.

**Mandatory Evidence:** Refer to the Application Form for examples of suitable evidence.

**Mandatory Evidence:** For capital works/construction projects valued at over \$500,000, applicants must provide an independent, detailed costings plan developed by a certified quantity surveyor.

**Relevant Score (0-1)**

1

Must be a number.

**Sufficient Score (0-1)**

1

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

### Question 3.3

Do all facility related plans meet Australian Design Standards, ACT government facility planning requirements, any sport specific facility standards appropriate to the nature of the facility; and environmentally sustainable design principles?

**Evidence supplied?**

Yes

No

### Assessment Criteria 3.3

The applicant has demonstrated that all facility project related plans (e.g. concept designs, architect plans, builder plans, etc.) meet:

- Australian Design Standards;
- ACT government facility planning requirements;
- Any sport specific facility standards appropriate to the nature of the facility; and
- Environmentally sustainable design principles

**Mandatory Evidence:** Refer to the Application Form for examples of suitable evidence.

**Assessor Note:** If the applicant is applying for funding to undertake preliminary planning activities such as feasibility studies, options studies, etc., and not building related activities, score this question 4/4.

**Relevant Score (0-1)**

**2026 Community Sport Facilities Program (CSFP) (Construction)**  
**2026 CSFP (Construction) Individual Assessment**  
**Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc**  
Form Submitted 17 Dec 2025, 11:31AM AEDT

0  
Must be a number.

**Sufficient Score (0-1)**

0  
Must be a number.

**Current Score (0-1)**

0  
Must be a number.

**Authentic Score (0-1)**

0  
Must be a number.

**TOTAL Score (0-4)**

0  
This number/amount is calculated.

### Question 3.4

Does the organisation has access to capacity, expertise, and skills needed to deliver the project outcomes successfully, within stated timelines and budgets; and if not, how will the organisation access the required expertise?

**Evidence supplied?**

Yes  No

### Assessment Criteria 3.4

The applicant organisation demonstrates it has the capacity, expertise, and skills needed to deliver the project outcomes successfully, within stated timelines and budgets.

**Mandatory Evidence:** Refer to the Application Form for examples of suitable evidence.

**Relevant Score (0-1)**

1  
Must be a number.

**Sufficient Score (0-1)**

1  
Must be a number.

**Current Score (0-1)**

1  
Must be a number.

**Authentic Score (0-1)**

1  
Must be a number.

**TOTAL Score (0-4)**

4

**2026 Community Sport Facilities Program (CSFP) (Construction)**  
**2026 CSFP (Construction) Individual Assessment**  
**Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc**  
Form Submitted 17 Dec 2025, 11:31AM AEDT

This number/amount is calculated.

**Project Planning Sub-Total**

12

This number/amount is calculated.

**Assessor Comments (as required)**

Sufficient project plan and budget provided. No evidence provided regarding any applicable standards though the proposed installer is experienced in this space.

**TOTAL SCORE**

50

This number/amount is calculated.

## SECTION 3: ASSESSMENT CATEGORISATION

This section of the assessment tool allows assessors to provide a very brief summary regarding the amount and quality of the evidence provided by the applicant, as well as providing a **quantitative score** to the application, and preliminary recommendations relating to the prioritisation and potential funding allocation associated with each project application.

**Organisation Legal Name**

This question is read only.

**Project Stream**

- Single year funding
- Multi-year funding

### Section 1 Assessment Result - Project Overview and Eligibility

**All Project Overview and Eligibility requirements contained within Section 1 of the assessment tool are:**

- Met in full
- Partially met - additional evidence requested
- Not met

### Section 2 Assessment Result - Project Specific Evidence Requests

**Overall score for Section 4 Assessment Result - Project Specific Evidence Requests**

**2026 Community Sport Facilities Program (CSFP) (Construction)**  
**2026 CSFP (Construction) Individual Assessment**  
**Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc**  
Form Submitted 17 Dec 2025, 11:31AM AEDT

**Total score achieved**

50

This number/amount is calculated.

**Funding Prioritisation Recommendation**

**2: Multi-year funding project**

Priority A  
(41-64pts)

Priority B  
(21-40pts)

Priority C  
(1-20pts)

**Overall Assessor Comments**

The club has presented a strong application and provided significant evidence of the poor condition of the existing irrigation system. A weakness of the submission is that it doesn't provide detail on how much the new system will reduce water usage (and therefore water bills). The club has reasonable cash reserves and has indicated the project could be delivered with a \$1 million grant over two years.

**Funding Recommendation**

\$500,000.00

Must be a dollar amount.

## SECTION 1: PROJECT OVERVIEW AND ELIGIBILITY

\* indicates a required field

### ASSESSMENT TOOL - CSFP PERMITS AND APPROVALS

**Is the location of the proposed project zoned appropriately?**

- Yes  
 No

**Is formal consent from the landowner provided to undertake the project at the proposed site?**

- Yes  
 No

If applicant is owner of land - answer (YES) to this question

**Are all permits/approvals (e.g. building or planning) required to commence the project approved?**

- Yes  
 No

**Assessor Comments (as required)**

### ASSESSMENT TOOL - CSFP (CONSTRUCTION) FUNDING STREAM

**What funding stream is the organisation applying for?**

- Single year funding: Facility upgrade or development projects that will be complete within 12 months and have a total investment (exclusive of GST) of \$5,000 - \$1,000,000.  
 Multi-year funding: Facility upgrade or development projects that require a planning and construction period of two years and have a total investment (exclusive of GST) of up to \$2,000,000 (e.g. an applicant may request up to \$1,000,000 in year one and up to \$1,000,000 in year two - for a total investment of \$2,000,000).

### ASSESSMENT TOOL - PROJECT ELIGIBILITY

**1. PROJECT ELIGIBILITY:** Has the applicant indicated which eligible category / categories the project aligns with?

- Upgrade to existing facilities and/or constructing new facilities
- Facilities and/or infrastructure upgrades that are female friendly (refer [sport.act.gov.au](http://sport.act.gov.au))
- A project which encourages flexible, multi-use, shared and integrated facilities and services
- A project which fosters inclusive, diverse, accessible and responsible facility development through universal design, environmental sustainability, and strategically planned facilities
- A project which encourages collaboration with schools, service providers, facility managers and community organisations to deliver participation outcomes
- New playing surfaces
- Development of sport infrastructure to increase the accessibility and diversity

**2026 Community Sport Facilities Program (CSFP) (Construction)**  
**2026 CSFP (Construction) Individual Assessment**  
**Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc**  
Form Submitted 18 Dec 2025, 1:39PM AEDT

of organised sport and active recreation activity opportunities and enhances the experience of users

- Change rooms / ablutions
- Sports storage
- An enhancement of ACT Public School facilities that improve access and use by community sport and recreation organisations
- Upgrade to existing facilities that enhances the participation experience and opportunities for social connection in the community sport setting
- Development of facilities which, as a secondary benefit, allow the organisation to diversify its revenue streams and enhance its financial sustainability

**Is the project eligible? \***

- Yes  No

**Assessor Comments**

**2. PROJECT INELIGIBILITY: The applicant has confirmed that the project does not align with any of the ineligible projects listed in the CSFP Funding Guidelines. \***

- Yes  No

**Assessor Comments**

## **ASSESSMENT TOOL - PROJECT OVERVIEW**

**3. WHY has the proposed project been prioritised? Has a suitable response been provided for this question?**

- Yes  No

**Assessor Comments (as required)**

**4. WHAT will the CSFP funding specifically be used for? Has a suitable response been provided for this question?**

- Yes  No

**Assessor Comments (as required)**

**5. WHO will benefit from the proposed project? Has a suitable response been provided for this question?**

- Yes  No

**Assessor Comments (as required)**

**6. WHO will be responsible for the management of the project? Has a suitable response been provided for this question?**

- Yes  No

**Assessor Comments (as required)**

**7. HOW you will measure the impact of the project? Has a suitable response been provided for this question?**

Yes  No

**Assessor Comments (as required)**

**8. Is the project listed on the ACT infrastructure survey?**

Yes  
 No

## **Project Overview and Eligibility - Assessment Summary**

**All Project Overview and Eligibility Requirements met?**

Yes  No

**Assessor Comments (summary of above assessment)**

## **SECTION 2: PROJECT SPECIFIC EVIDENCE REQUESTS**

### **FOCUS AREA 1: PROJECT NEED**

When completing this section of the Assessment Tool, assessors will use the following points system to **assess each assessment criteria** - i.e. in relation to the specific assessment criteria being assessed:

- Is the evidence provided **relevant**? (yes = 1 point / no = 0 points)
- Is the evidence provided **sufficient**? (yes = 1 point / no = 0 points)
- Is the evidence provided **current**? (yes = 1 point / no = 0 points)
- Is the evidence provided **authentic**? (yes = 1 point / no = 0 points)

#### **Question 1.1**

What process did the organisation undertake to ensure the proposed project is needed / justified?

**Evidence supplied?**

Yes  No

#### **Assessment Criteria 1.1**

A sound process has been used to justify the need associated with the project's implementation, e.g. community consultation, membership and participation data, facility usage data, linkages to the organisation's strategic plan, etc.

**Mandatory Evidence:** A formalised needs analysis process (e.g. Feasibility Study) is required to have been undertaken for projects over \$500,000.

**Relevant Score (0-1)**

1

Must be a number.

**2026 Community Sport Facilities Program (CSFP) (Construction)**  
**2026 CSFP (Construction) Individual Assessment**  
**Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc**  
Form Submitted 18 Dec 2025, 1:39PM AEDT

**Sufficient Score (0-1)**

1

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

**Question 1.2**

How will the project address an identified need, gap or deficiency in the availability of sport facilities to the ACT community?

**Evidence supplied?**

Yes

No

**Assessment Criteria 1.2**

The successful completion of the project will address a specific gap or deficiency in the ACT community's ability to access sport or active recreation offerings delivered by the organisation.

**Relevant Score (0-1)**

1

Must be a number.

**Sufficient Score (0-1)**

1

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

**Question 1.3**

How will the project lead to positive participation and facility utilisation outcomes for sport or active recreation?

**Evidence Supplied?**

Yes  No

**Assessment Criteria 1.3**

The successful completion of the project will help to maintain or increase organised sport / active recreation participation and facility utilisation.

**Relevant Score (0-1)**

1  
Must be a number.

**Sufficient Score (0-1)**

1  
Must be a number.

**Current Score (0-1)**

1  
Must be a number.

**Authentic Score (0-1)**

1  
Must be a number.

**TOTAL Score (0-4)**

4  
This number/amount is calculated.

**Question 1.4**

Will the project facilitate improved inclusive access to organised sport or active recreation; and if so, how?

**Evidence supplied?**

Yes  No

**Assessment Criteria 1.4**

The successful completion of the project will help to increase organised sport / active recreation participation and facility utilisation, by specific target groups, e.g. female; youth; aboriginal; CALD; disabled; aged; LGBTQI+, those not engaged in sport/active recreation.

**Relevant Score (0-1)**

1  
Must be a number.

**Sufficient Score (0-1)**

1  
Must be a number.

**2026 Community Sport Facilities Program (CSFP) (Construction)**  
**2026 CSFP (Construction) Individual Assessment**  
**Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc**  
Form Submitted 18 Dec 2025, 1:39PM AEDT

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

**Question 1.5**

1.5 Will the project improve the quality, safety, or standard of sport / active recreation facilities that are available to the community; and if so, how?

**Evidence supplied?**

Yes

No

**Assessment Criteria 1.5**

How the project will improve the quality, safety, or standard of sport / active recreation facilities that are available to the community is clear.

**Relevant Score (0-1)**

1

Must be a number.

**Sufficient Score (0-1)**

1

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

**Question 1.6**

How does the project align with key priorities within the organisation's strategic plan?

**Evidence supplied?**

Yes

No

## Assessment Criteria 1.6

The project's intended purpose clearly aligns with specific priorities within the organisation's strategic plan.

**Mandatory Evidence:** *Current organisational strategic plan and current state level organisation strategic plan.*

### Relevant Score (0-1)

1

Must be a number.

### Sufficient Score (0-1)

0

Must be a number.

### Current Score (0-1)

1

Must be a number.

### Authentic Score (0-1)

1

Must be a number.

### TOTAL Score (0-4)

3

This number/amount is calculated.

## Question 1.7

Has your project received formal support from your SSO?

### Evidence supplied?

Yes

No

## Assessment Criteria 1.7

**Mandatory Evidence:** *For all projects with a total value of over \$250,000, a formal letter of support from the relevant SSO.*

**Assessor Note:** *If the applicant is an SSO, or the total value of the project is under \$250,000, score this question 4/4.*

### Relevant Score (0-1)

1

Must be a number.

### Sufficient Score (0-1)

1

Must be a number.

### Current Score (0-1)

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

**Question 1.8**

How does the project align with key priorities within the CBR Next Move Strategic Plan?

**Evidence supplied?**

Yes

No

**Assessment Criteria 1.8**

The project's intended purpose clearly aligns with specific priorities within the CBR Next Move Strategic Plan strategic plan.

**Relevant Score (0-1)**

1

Must be a number.

**Sufficient Score (0-1)**

0

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

3

This number/amount is calculated.

**Question 1.9**

Which alternatives to the proposed project were considered and why were they rejected?

**Evidence supplied?**

Yes

No

**Assessment Criteria 1.9**

**2026 Community Sport Facilities Program (CSFP) (Construction)**  
**2026 CSFP (Construction) Individual Assessment**  
**Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc**  
Form Submitted 18 Dec 2025, 1:39PM AEDT

Relevant alternatives to the proposed project were identified and assessed as not meeting the needs of the organisation.

**Relevant Score (0-1)**

1

Must be a number.

**Sufficient Score (0-1)**

1

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

**Project Need Sub-Total**

34

This number/amount is calculated.

**Assessor Comments (as required)**

**FOCUS AREA 2: PROJECT FEASIBILITY**

**Question 2.1**

Has the organisation undertaken a feasibility study relating to the project?

**Evidence Supplied?**

Yes

No

**Assessment Criteria 2.1**

A project feasibility study is provided which demonstrates the need and viability of the project.

**Mandatory Evidence:** A project feasibility study must be provided for all projects with a total budget over \$500,000.

**Relevant Score (0-1)**

1

Must be a number.

**2026 Community Sport Facilities Program (CSFP) (Construction)**  
**2026 CSFP (Construction) Individual Assessment**  
**Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc**  
Form Submitted 18 Dec 2025, 1:39PM AEDT

**Sufficient Score (0-1)**

1

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

## Question 2.2

**2.2** Does the facility project involve partnerships which will result in shared use / multi-purpose use of the facility?

**Evidence Supplied?**

Yes

No

## Assessment Criteria 2.2

The project is designed to facilitate shared use of a facility by multiple sport / active recreation organisations.

**Mandatory Evidence:** A statement from partners regarding the nature of the shared use / multi-purpose facility project agreement is required for all shared use / multi-purpose facility projects.

**Relevant Score (0-1)**

1

Must be a number.

**Sufficient Score (0-1)**

0

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

3

This number/amount is calculated.

### Question 2.3

Has the organisation applied a Life Cycle Cost Analysis process to the project?

**Evidence supplied?**

Yes  No

### Assessment Criteria 2.3

A life cycle cost analysis process has been undertaken in relation to the project which considers the whole of life implications associated with planning, acquiring, operating and maintaining the facility upgrade or development.

**Mandatory Evidence:** A lifecycle cost analysis must be provided for all projects with a budget over \$500,000.

**Assessor Note:** If the applicant is applying for funding to undertake a feasibility study which includes a lifecycle cost analysis, score this question 4/4.

**Relevant Score (0-1)**

1

Must be a number.

**Sufficient Score (0-1)**

1

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

**Project Feasibility Sub-Total**

11

This number/amount is calculated.

**Assessor Comments (as required)**

## FOCUS AREA 3: PROJECT PLANNING

### Question 3.1

Does the applicant have a clear, detailed, and realistic project plan, which meets CSFP requirements regarding project commencement and completion dates, etc.?

**Evidence Supplied?**

Yes  No

**Assessment Criteria 3.1**

A clear, detailed and realistic project plan designed to guide the successful delivery of the project is in place.

**Mandatory Evidence:** Refer to the Application Form for examples of suitable evidence.

**Relevant Score (0-1)**

1  
Must be a number.

**Sufficient Score (0-1)**

1  
Must be a number.

**Current Score (0-1)**

1  
Must be a number.

**Authentic Score (0-1)**

1  
Must be a number.

**TOTAL Score (0-4)**

4  
This number/amount is calculated.

**Question 3.2**

Does the applicant have a detailed project budget, which clearly identifies all project components that will be funded by the CSFP investment and any components to be funded by the applicant?

*Note: Co-investment from the application organisation towards the project is strongly encouraged and is to be viewed favourably.*

**Evidence supplied?**

Yes  No

**Assessment Criteria 3.2**

A detailed project budget which clearly identifies all project components that will be funded by the CSFP investment and any components to be funded by the applicant is in place.

**Mandatory Evidence:** Refer to the Application Form for examples of suitable evidence.

**Mandatory Evidence:** For capital works/construction projects valued at over \$500,000, applicants must provide an independent, detailed costings plan developed by a certified quantity surveyor.

**Relevant Score (0-1)**

1

**2026 Community Sport Facilities Program (CSFP) (Construction)**  
**2026 CSFP (Construction) Individual Assessment**  
**Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc**  
Form Submitted 18 Dec 2025, 1:39PM AEDT

Must be a number.

**Sufficient Score (0-1)**

1

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

### Question 3.3

Do all facility related plans meet Australian Design Standards, ACT government facility planning requirements, any sport specific facility standards appropriate to the nature of the facility; and environmentally sustainable design principles?

**Evidence supplied?**

Yes  No

### Assessment Criteria 3.3

The applicant has demonstrated that all facility project related plans (e.g. concept designs, architect plans, builder plans, etc.) meet:

- Australian Design Standards;
- ACT government facility planning requirements;
- Any sport specific facility standards appropriate to the nature of the facility; and
- Environmentally sustainable design principles

**Mandatory Evidence:** Refer to the Application Form for examples of suitable evidence.

**Assessor Note:** If the applicant is applying for funding to undertake preliminary planning activities such as feasibility studies, options studies, etc., and not building related activities, score this question 4/4.

**Relevant Score (0-1)**

1

Must be a number.

**Sufficient Score (0-1)**

1

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

**Question 3.4**

Does the organisation has access to capacity, expertise, and skills needed to deliver the project outcomes successfully, within stated timelines and budgets; and if not, how will the organisation access the required expertise?

**Evidence supplied?**

Yes

No

**Assessment Criteria 3.4**

The applicant organisation demonstrates it has the capacity, expertise, and skills needed to deliver the project outcomes successfully, within stated timelines and budgets.

**Mandatory Evidence:** Refer to the Application Form for examples of suitable evidence.

**Relevant Score (0-1)**

1

Must be a number.

**Sufficient Score (0-1)**

1

Must be a number.

**Current Score (0-1)**

1

Must be a number.

**Authentic Score (0-1)**

1

Must be a number.

**TOTAL Score (0-4)**

4

This number/amount is calculated.

**Project Planning Sub-Total**

16

This number/amount is calculated.

**Assessor Comments (as required)**

**TOTAL SCORE**

61

This number/amount is calculated.

**SECTION 3: ASSESSMENT CATEGORISATION**

This section of the assessment tool allows assessors to provide a very brief summary regarding the amount and quality of the evidence provided by the applicant, as well as providing a **quantitative score** to the application, and preliminary recommendations relating to the prioritisation and potential funding allocation associated with each project application.

**Organisation Legal Name**

This question is read only.

**Project Stream**

- Single year funding
- Multi-year funding

**Section 1 Assessment Result - Project Overview and Eligibility**

**All Project Overview and Eligibility requirements contained within Section 1 of the assessment tool are:**

- Met in full
- Partially met - additional evidence requested
- Not met

**Section 2 Assessment Result - Project Specific Evidence Requests**

**Overall score for Section 4 Assessment Result - Project Specific Evidence Requests**

**Total score achieved**

61

This number/amount is calculated.

**1: Single year funding project**

- Priority A (41-64pts)
- Priority B (21-40pts)
- Priority C (1-20pts)

**2: Multi-year funding project**

- Priority A (41-64pts)
- Priority B (21-40pts)
- Priority C (1-20pts)



**2026 Community Sport Facilities Program (CSFP) (Construction)**  
**2026 CSFP Group Assessment**  
**Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc**  
Form Submitted 13 Apr 2026, 9:01AM AEST

## GROUP ASSESSMENT DECISION

**Application Number**

2026CSFPc00008

This field is read only.

The identification number or code for this submission.

**Organisation Legal Name**

Murrumbidgee Country Club

**Project Title**

Irrigation redevelopment

**Funding Stream**

- Facility Planning and Design
- Single year funding
- Multi-year funding

**Total Amount Requested**

\$2,000,000.00

Must be a dollar amount.

**Funding Recommendation**

- Fund in full
- Partially Fund
- No Funding

**Overall Assessor Comments**

This was a very strong application with all criteria addressed and the project is shovel ready. The applicant submitted three funding options and will provide matched funding towards the project. The project will provide financial and environmental benefits from the improved irrigation system. The club has sufficient funds to jointly fund this project and the full amount was not recommended due to grants program budget restraints.

**Recommended Funding**

\$1,000,000.00

Must be a dollar amount.

**Funding Method**

- Lumpsum: Payment less than \$25k
- Lumpsum: Project delivery and evaluation has short timeframe and requires funding as soon as possible to fulfil project.
- Other:

**Risk Management Around Payment**

**2026 Community Sport Facilities Program (CSFP) (Construction)**  
**2026 CSFP Group Assessment**

**Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc**

Form Submitted 13 Apr 2026, 9:01AM AEST

- LOW
- MEDIUM
- HIGH

# 2026 Community Sport Facilities Program (CSFP) (Construction) 2026 Community Sport Facilities Program (CSFP) Construction Application (Version 2 of 2)

Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc  
Form Submitted 14 Oct 2025, 10:46AM AEDT

## Capital Works / Construction Funding Stream

### Application Introduction

#### Introduction

This site will allow you to apply for Capital Works / Construction Projects for the 2026 calendar year.

*Facility planning and design projects must apply through the Planning Stream application form.*

#### Objectives

The objective of the CSFP is to provide financial assistance to not-for-profit sport, recreation and community organisations to develop fit for purpose, sustainable and accessible places and spaces for sport and active recreation.

### Completing an application

Before applying, eligible organisations should ensure they have read and understood the [Community Sports Facility Program - Funding Guidelines](#).

#### Time required to submit the application

This application requires multiple attachments and supporting information to fully complete and submit.

It is expected that the time required to coordinate the quotes, support letters, plans, financial documents and other relevant attachments required can take in excess of **10+ hours**. Sport and Recreation suggest that applicants take this into consideration when planning to submit an application.

#### Helpful hints and tips:

- Ensure you follow the *HINTS* on each question within the application form.
- Ensure you attach project specific Mandatory Evidence where it is stated in the application form.
- Keep your responses to the questions clear and concise.
- Assume the reader is not familiar with your project.

#### Submitting your application

- Check that all questions have been answered and all mandatory items are attached.
- Press "submit" once you have completed the application. You will not be able to submit your application until all compulsory questions are completed - **please ensure you leave enough time to review your responses prior to the application closing time!**

### Attachments and support documents

The following documents are commonly required for an application to be considered eligible:

- Public Liability Insurance certificate.
- The applicant's most recently certified (signed by the club Treasurer) or audited Statement of Financial Performance (Income and Expenditure Statement) and/or Statement of Financial Position (Balance Sheet) covering a period of 12 months.

# 2026 Community Sport Facilities Program (CSFP) (Construction) 2026 Community Sport Facilities Program (CSFP) Construction Application (Version 2 of 2)

Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc  
Form Submitted 14 Oct 2025, 10:46AM AEDT

- Current organisational strategic plan and current state level organisation strategic plan.
- Landowner consent (where applicable)
- Permits or approvals required to complete the project including building approvals (where applicable).
- State Sporting Organisation support (where applicable).
- Other user group support (where applicable)
- Current facility usage/bookings data to demonstrate demand.
- Quotes.
- Detailed project budget.
- Detailed project plan.
- Photographs and appropriate evidence of the current state of the facility (where applicable).
- Relevant reports/plans/strategic documents/community consultation that support the project.

For projects valued over \$500,000, the following documents are required:

- A project feasibility study.
- A lifecycle cost analysis.
- Independent detailed costings plan by a certified quantity surveyor.

## Contact Information

If you have any questions about the program, please contact Sport and Recreation on (02) 6207 6195 or email: [dougal.reed@act.gov.au](mailto:dougal.reed@act.gov.au)

## Eligibility Requirements

**\* indicates a required field**

### Please Note:

**If you do not comply with the following eligibility requirements, your application will not be assessed for funding.**

**The following organisations are eligible to complete this survey. Please select your organisation type. \***

- ACT State Sport Organisation (SSO)
- National Sporting Organisation where a unitary governance model is in place
- ACT State Active Recreation Organisation
- ACT Sport and Active Recreation club / district association
- Not-for-profit sport, recreation or community organisation operating in the ACT
- ACT Licensed Club
- Other:

**Is your organisation a not-for-profit entity? \***

- Yes

# 2026 Community Sport Facilities Program (CSFP) (Construction) 2026 Community Sport Facilities Program (CSFP) Construction Application (Version 2 of 2)

Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc  
Form Submitted 14 Oct 2025, 10:46AM AEDT

No

**Is your organisation incorporated in the ACT under either: \***

- the Associations Incorporation Act 1991; or  
 the Corporations Act 2001 (Commonwealth)

**Which year did your organisation become incorporated? \***

1977

Must be no more than 4 characters.

Must be a number

**If your organisation is incorporated under the Associations Incorporation Act 1991, please provide your organisation's association number \***

A00532

**Is your organisation up to date with compliance requirements under the Associations Incorporation Act 1991, or the Corporations Act 2001? \***

- Yes  
 No

All applicants must have compliance requirements under the relevant Act up to date

**Do you have Public Liability Insurance? \***

- Yes  
 No

Public Liability Insurance coverage to a minimum level of \$10,000,000

**Please attach a copy of your current insurance certificate. \***

---

Filename: Golf Package.zip

File size: 1.6 MB

---

Filename: Policy Schedule & Certificate of Currency.pdf

File size: 61.7 kB

**Are you registered for the Goods and Services Tax (GST)? \***

- Yes  
 No

Applicable if turnover is greater than \$150,000 per annum

**Do you have an ABN or ACN? \***

- Australian Business Number (ABN)  
 Australian Company Number (ACN)

**Please provide your ABN. \***

39 467 335 688

Information from the Australian Business Register	
ABN	39 467 335 688

# 2026 Community Sport Facilities Program (CSFP) (Construction) 2026 Community Sport Facilities Program (CSFP) Construction Application (Version 2 of 2)

Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc  
Form Submitted 14 Oct 2025, 10:46AM AEDT

<b>Entity name</b>	MURRUMBIDGEE COUNTRY CLUB INC.
<b>ABN status</b>	Active
<b>Entity type</b>	Other Unincorporated Entity
<b>Goods &amp; Services Tax (GST)</b>	Yes
<b>DGR Endorsed</b>	No
<b>ATO Charity Type</b>	Not endorsed <a href="#">More information</a>
<b>ACNC Registration</b>	No
<b>Tax Concessions</b>	No tax concessions
<b>Main business location</b>	2902 ACT

*Information retrieved at 1:25pm yesterday*

Must be an ABN.

**Does your organisation have an administrative structure and physical presence in the ACT? \***

- Yes  
 No

**Do you deliver programs within the ACT for ACT residents? \***

- Yes  
 No

**Is the proposed project being delivered in the ACT? \***

- Yes  
 No

**Please provide a copy of your organisation's most recent certified (signed by the club treasurer) or audited Statements of Financial Performance (Income and Expenditure Statement), and Statement of Financial Position (Balance Sheet). \***

Filename: 40985 - MCC Annual Report 2024-25 - Final Copy - 9th September 2025.pdf

File size: 3.1 MB

Documents must cover a period of 12 months

**Please provide a copy of your organisation's current strategic plan or local operational plan. \***

Filename: 230222\_MCC\_Strategic Plan 2023-2028 (Landscape) COMPRESSED.pdf

File size: 839.8 kB

**Do you have any outstanding reporting requirements for any previous Sport and Recreation or ACT Government Grants? \***

- Yes  
 No

If you have previously received an ACT Government grant and you are unsure if acquittal obligations have been met please check with the ACT Government area you received the funding from.

# 2026 Community Sport Facilities Program (CSFP) (Construction) 2026 Community Sport Facilities Program (CSFP) Construction Application (Version 2 of 2)

Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc  
Form Submitted 14 Oct 2025, 10:46AM AEDT

**If yes, please explain why the acquittal and / or reporting requirements have not been met.**

**Please provide details of any ACT Government grants your organisation has received in the last two (2) years.**

Murrumbidgee CC were provided with a \$200,000 ex GST grant under the 2022 Diversification and Sustainability Support Program. The grant was used for construction of an indoor teaching facility including Trackman Technology along with an upgrade of the driving range facilities including a new shade structure and concreting and artificial turf for the range bays.

**Have you been named in an application to the National Redress Scheme for Institutional Child Sexual Abuse and having been assessed as having the financial capacity to join the Scheme, joined the Scheme? \***

- I have been named and joined the Scheme.
- I have been named and NOT joined the Scheme.
- I have not been named.

## Organisation Details

**\* indicates a required field**

### Contact Details

<b>Organisation Legal Name *</b>	Murrumbidgee Country Club Inc
<b>Organisation Trading Name</b>	Murrumbidgee Country Club
<b>CEO (or equivalent) Name</b>	Mr Scott Elias
<b>President Name</b>	Mr Chris Bailey
<b>Project Contact Person *</b>	Mr Scott Elias
<b>Project Contact Position</b>	General Manager
<b>Physical Address *</b>	161 Kambah Pool Rd Kambah ACT 2902 Australia <small>Address Line 1, Suburb/Town, State/Province, and Postcode are required. Country must be Australia</small>
<b>Is Postal Address same as Physical Address? *</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>Postal Address</b>	PO Box 3094

# 2026 Community Sport Facilities Program (CSFP) (Construction) 2026 Community Sport Facilities Program (CSFP) Construction Application (Version 2 of 2)

Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc  
Form Submitted 14 Oct 2025, 10:46AM AEDT

Weston ACT 2611 Australia

**Phone Number \***

(02) 6296 2888  
Must be an Australian phone number.

**Organisation Email Address \***

[admin@murrumbidgeegolf.com.au](mailto:admin@murrumbidgeegolf.com.au)  
Must be an email address.

**Website Address**

<http://www.murrumbidgeegolf.com.au>  
Must be a URL.

**Social Media**

<https://www.facebook.com/murrumbidgeegolf>  
eg. Facebook / Twitter (if applicable)

**Please note: that as per the guidelines for this program each project requires a separate application. Bundled or multiple site projects will not be accepted.**

## Project Location / Address

**Please provide the location of the proposed project.**

[ACTmapi viewer](#) can assist with location details if not already known.

**Block Number \***

Block 16

**Section Number \***

Section 7

**Division / Suburb \***

Kambah

**Address \***

161 Kambah Pool Rd  
Kambah ACT 2902 Australia

Address Line 1, Suburb/Town, State/Province, and Postcode are required. Country must be Australia

**Is the site zoned appropriately for the proposed use? \***

- Yes
- No
- Not sure

**Who is the Owner of the Land where the proposed project is to be located? \***

- Our Organisation
- ACT Government
- Crown
- Private Owner (Private Property)
- Other:

## Permits and Approvals

# 2026 Community Sport Facilities Program (CSFP) (Construction) 2026 Community Sport Facilities Program (CSFP) Construction Application (Version 2 of 2)

Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc  
Form Submitted 14 Oct 2025, 10:46AM AEDT

**Please note: that as per the guidelines the status of any permits or approvals (e.g. building or planning approval) required to commence the project are to be approved.**

**Has your organisation had a Development Application (DA) approved for this proposed project by the ACT Planning and Land Authority (ACTPLA)? \***

- Yes - received (attach below)
- No - lodged and awaiting decision (attach lodgement below)
- No - required, but not yet lodged
- No - not required
- Other:

**Are any other permits or approvals required before the project can commence? \***

- Yes
- No

For example: Building, Planning Heritage, Environmental, Engineer, Design approvals

## Project eligibility and overview

**\* indicates a required field**

### CSFP Funding Stream

**Which capital works/ construction stream are you applying for? \***

- Single year funding: Facility upgrade or development projects that will be complete within 12 months and have a total investment (exclusive of GST) of \$5,000 - \$1,000,000
- Multi-year funding: Facility upgrade or development projects that require a planning and construction period of two years and have a total investment (exclusive of GST) of up to \$2,000,000 (e.g. an applicant may request up to \$1,000,000 in year one and up to \$1,000,000 in year two – for a total investment of \$2,000,000).

### Project Eligibility

**PROJECT ELIGIBILITY: Which eligible project category does the project align with? \***

\*

- Upgrade to existing facilities and/or constructing new facilities
- Facilities and/or infrastructure upgrades that are female friendly (refer [www.sport.act.gov.au](http://www.sport.act.gov.au))
- A project which encourages flexible, multi-use, shared and integrated facilities and services
- A project which fosters inclusive, diverse, accessible and responsible facility development through universal design, environmental sustainability, and strategically planned facilities
- A project which encourages collaboration with schools, service providers, facility managers and community organisations to deliver participation outcomes
- New playing surfaces
- Development of sport infrastructure to increase the accessibility and diversity of organised sport and active recreation activity opportunities and enhances the experience of users

# 2026 Community Sport Facilities Program (CSFP) (Construction) 2026 Community Sport Facilities Program (CSFP) Construction Application (Version 2 of 2)

Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc

Form Submitted 14 Oct 2025, 10:46AM AEDT

- Change rooms / ablutions
- Sports storage
- An enhancement of ACT Public School facilities that improve access and use by community sport and recreation organisations
- Upgrade to existing facilities that enhances the participation experience and opportunities for social connection in the community sport setting

Note: You may indicate more than one if suitable.

## Project Ineligibility

Having read the [Community Sport Facilities Program - Funding Guidelines](#), specifically **Section 5.4 Ineligible Projects**, please confirm that the project **does not** align with any of the *ineligible* projects listed in the CSFP Funding Guidelines.

### Project ineligibility declaration \*

- The project does not align with any of the ineligible projects listed in Section 5.4 of the CSFP Funding Guidelines

## Project Overview

### Brief Project Title \*

Supply and installation of a new automatic golf irrigation system

Maximum 10 words

### WHY has the proposed project been prioritised? Within your response, please outline the extent to which the project is intended to improve the quality, safety or/or standard of the facility; and how it will maintain, or increase participation? \*

Murrumbidgee Country Club (MCC) is Tuggeranong's only golf course. The Club's golfing facilities include an 18-hole golf course, driving range and practice facilities. These facilities are used by club members as well as members of the public for social golf. Trails around the perimeter of the golf course and pathways within the golf course are heavily utilised by local residents for exercise and recreation.

Reduced and more efficient water use through new equipment and strategic soil water monitoring will contribute to the ACT's reputation for resilience to climate change and specifically greater incidence of droughts.

The current irrigation system at MCC was originally built in 1989 and is increasingly unreliable and subject to failure. This results in damage to the course through both underwatering or flooding. Each year, the Club spends around \$20,000 pa on replacement parts and 0.5FTE on repair work.

The system waters the golf course fairways, tees, greens, surrounds and gardens. An effective irrigation system is critical to the maintenance and survival of the golf course, and hence the ongoing viability of the golf club. As such, the replacement of the irrigation system is a key priority in the MCC strategic plan.

In recent years, the Club has undertaken a number of initiatives aimed at increasing accessibility for non-traditional golfers, including juniors, women and seniors. This has seen utilisation of the course and club facilities increase substantially. Replacement of the irrigation system will enable the Club to continue to work to our vision of being 'best in class' in delivering and social experiences to our members, visitors and the wider Canberra community.

# 2026 Community Sport Facilities Program (CSFP) (Construction) 2026 Community Sport Facilities Program (CSFP) Construction Application (Version 2 of 2)

Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc  
Form Submitted 14 Oct 2025, 10:46AM AEDT

Maximum 250 words

## **WHAT will the CSFP funding specifically be used for? \***

The funding will be used for the complete replacement of the Club's existing irrigation system with a new automatic pop up golf irrigation system. Specific elements include:

1. engagement of a project manager with the appropriate expertise and experience to supervise the project on behalf of the club.
2. acquisition and installation of the irrigation system to water the course fairways, greens, surrounds and gardens including pipes, pumps, valves, sprinklers and automated control systems.
3. Strategically-placed soil moisture monitoring to ensure reduced and more efficient water use.

Maximum 250 words

## **WHO will benefit from the proposed project? \***

The project will benefit all existing and future users of the golf course and its surrounds including:

- the Club's 1300 members along with members of the public who utilise the existing golfing facilities. In the last financial year, 67356 rounds of golf were played on the course, and this year, an average of 203 rounds of golf is being played each day
- the local community who utilise the Club's social facilities and clubhouse which offers food and beverages as well as the opportunity for private functions
- the local community who utilise the pathways within and around the golf course for walking and recreation
- the golf course provides a safe green belt with its irrigated areas in times of bush fire threats, providing a benefit to the general community
- finally, the golf course is home to local wildlife including wombats, echidnas and kangaroos as well as many varieties of native birds.

Maximum 250 words

## **WHO will be responsible for the management of the project? \***

The MCC Board will be responsible for governance and oversight of the project.

An Irrigation Project Board will be established to take responsibility for operational oversight of the project including review and approval of detailed project planning, approval of scheduling and timetabling decisions and monitoring of implementation. The Committee will comprise the General Manager, Course Superintendent and a Board or Committee members.

The Club's current staffing totals 8 full time employees. While existing senior course staff have experience and expertise in irrigation system management and maintenance, they do not have the capacity to manage a project of this size in conjunction with existing course duties. As such, it is intended to contract in a project manager with relevant experience and expertise to successfully implement a project of this significance and complexity. The project manager will be responsible for:

- reporting to the Project Board on all aspects of the project
- preparation of detailed plans and schedules
- managing procurement processes for the hardware provider and system installer and making related recommendations to the Project Board
- overseeing the installation ensuring the quality and timeliness of completion

# 2026 Community Sport Facilities Program (CSFP) (Construction) 2026 Community Sport Facilities Program (CSFP) Construction Application (Version 2 of 2)

Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc  
Form Submitted 14 Oct 2025, 10:46AM AEDT

- management of the project budget (through the General Manager).

A quote of \$40,000 has been received for the project management role.

Maximum 250 words

## HOW will you measure the impact of the project? \*

The impact of the project will be measured by increases in the reliability, efficiency and effectiveness of the irrigation system.

Reliability

- reduction in number and frequency of breakages and outages
- savings in annual outlays on replacement parts
- savings in FTE employed on repair works

Efficiency

- savings in power costs (through enhanced control and pump systems)
- reduction in water loss associated with system breakdown/flooding

Effectiveness

- increased turf coverage resulting from optimal watering levels
- reduction in turf related pest and disease
- user feedback on improved playing conditions.

Maximum 250 words

## Project Specific Evidence Requests

\* indicates a required field

### Focus area 1: Project Need

Applicant Organisation to respond to the question and include any documentation / booking/ usage data / images which validates or strengthens their response. This supporting evidence may be supplied via weblink/s or attachment/s.

*Note: Where it is **mandatory** to provide evidence in support of a response, this has been stated.*

#### 1.1 What process did the organisation undertake to ensure the proposed facility project is needed / justified? \*

In late 2024, the Club engaged Matt Wilson from Total Irrigation Designers to conduct a full audit on the existing system and to provide suggestions for rectification. The resulting Feasibility Study is attached. It concluded that the current system is in need of significant replacement and update due to the age of many of its major components, end of equipment lifecycle and out of date system design and management controls.

Key findings included:

- after 35+ years, critical components of the system are out of life and are subject to increasing breakdown. The industry expectation of life is 25 years for sprinklers, 16-20 for solenoid valves, 15 for control systems and 12-15 for pump stations
- the original sprinklers installed have not been available for the past 25-30 years and have been replaced with "best match" alternatives over time

# 2026 Community Sport Facilities Program (CSFP) (Construction) 2026 Community Sport Facilities Program (CSFP) Construction Application (Version 2 of 2)

Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc

Form Submitted 14 Oct 2025, 10:46AM AEDT

- much of the original pipework includes 65mm and 125mm UPVC which has not been available for over 30 years. Re-joining such sizes is costly and time consuming and creates issues with water pressure and water hammer leading to increased breakage and leakage
- the layout and location of sprinkler heads is no longer suitable leading to over and under watering
- the pump system is causing main pipe failure when operating at its designed pressure level
- the remote access component of the control system operated on the 3G network and is no longer operational
- the filter system is aged and unnecessarily labor intensive.

Maximum 250 words

## Mandatory Evidence for 1.1

---

Filename: 2434 Murrumbidgee CC - Report.pdf

File size: 397.5 kB

---

Filename: 2434-i-MP-01 Model.pdf

File size: 11.3 MB

---

Filename: MCC-Final-Layout1.pdf

File size: 6.9 MB

MANDATORY EVIDENCE: A formalised needs analysis process (e.g. Feasibility Study) is required to have been undertaken for construction projects over \$500,000.

## 1.2 How will the project address an identified need, gap or deficiency in the availability of sport facilities in the ACT community? \*

As Tuggeranong's only golf course, MCC is an important community asset. Golfing facilities include an 18-hole golf course, driving range and practice facilities. These facilities are utilised by club members as well as members of the public for social golf. Trails around the perimeter of the golf course and pathways within the golf course are heavily utilised by local residents for exercise and recreation.

The current irrigation system at MCC waters the golf course fairways, tees, greens, surrounds and gardens. It was originally built in 1989 and is increasingly unreliable and subject to failure. An effective irrigation system is critical to the maintenance and survival of the golf course, and hence the ongoing viability of the golf club. As such, the replacement of the irrigation system is a key priority in the MCC strategic plan.

In recent years, the Club has undertaken a number of initiatives aimed at increasing accessibility for non-traditional golfers, including juniors, women and seniors. This has seen utilisation of the course and club facilities increase substantially. Replacement of the irrigation system will enable the Club to continue to work to our vision of being 'best in class' in delivering and social experiences to our members, visitors and the wider Canberra community.

Maximum 250 words

## Upload Evidence for 1.2

*No files have been uploaded*

## 1.3 How will the project lead to positive participation and facility utilisation outcomes for sport or active recreation? \*

Utilisation of the facilities offered by MCC has increased significantly over the preceding

# 2026 Community Sport Facilities Program (CSFP) (Construction) 2026 Community Sport Facilities Program (CSFP) Construction Application (Version 2 of 2)

Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc

Form Submitted 14 Oct 2025, 10:46AM AEDT

three years, and the replacement of the irrigation system will allow this participation to continue and grow into the future.

In the 3 years since 2022, the number of golfing members has increased from 910 to 1137, an increase of 25%. Pleasingly, this has been driven by growth in non traditional golfing populations. Over this period the Club's female membership has increased to 270, and junior membership has trebled increasing from 34 to 112. 428 of those members who elect to advise the Club of their age are over 65 years old.

In the last financial year, 67356 rounds of golf were played, many by members of the public. Over the three years to 2025, green fees paid by members of the public increased by 87% to \$346k and driving range income doubled at \$28k.

The golfing clubhouse provides an important social facility for golfing members, the 143 social members of the Club and the surrounding community. The Clubhouse offers food and beverages daily, and is open for dinners on Wednesday and Friday nights. Club facilities are available for function hire and a recent initiative has seen the newly refurbished committee room made available for conference hire.

Maximum 250 words

## Upload evidence for 1.3

*No files have been uploaded*

### 1.4 Will the project facilitate improved inclusive access to organised sport or active recreation, and if so, how? \*

The replacement irrigation system will enable the Club to continue with its programs increasing accessibility for non traditional golfers. These programs target:

- through Golf Australia, the club runs several scholarship programs for juniors. These programs, and the golfing opportunities offered by the Club, have seen junior membership increase from 34 three years ago, to 112 at 1 July 2025.

- women have always had full playing rights at the Club, with women's competitions on Tuesday and Saturdays along with the availability of mixed competitions throughout the week. The Club is one of the few clubs in Australia that has dedicated timeslots for women on a Saturday. Women can elect to play outside these times if they choose, or, if preferred, alongside other women. A series of Swingfit programs, introducing new women to golf, has seen female membership increase significantly in recent times.

- the Club has at least 428 members aged over 65 years. It hosts a popular seniors Friday competition with around 80-90 participants. As members get older, many find the traditional courses too challenging and drop out of golf losing important physical and social activity. To address this the Club introduced a "green" course, providing a shorter, less challenging course layout. In addition the Club has implemented handicapping system changes allowing golfers to play off a choice of 5 tees, ranging from longer more difficult course layouts to less difficult shorter ones. These initiatives have been highly successful in retaining senior participation in the Club.

Maximum 250 words

## Upload Evidence for 1.4

*No files have been uploaded*

### 1.5 Will the project improve the quality, safety, or standard of sport / active recreation facilities available to the community, and if so, how? \*

A modern irrigation system will improve the efficiency and effectiveness of golf course watering leading to improved turf health and playability. There will be less "over" and

# 2026 Community Sport Facilities Program (CSFP) (Construction) 2026 Community Sport Facilities Program (CSFP) Construction Application (Version 2 of 2)

Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc

Form Submitted 14 Oct 2025, 10:46AM AEDT

"under" watering resulting in an increased and healthier turf coverage. Healthier, more resilient turf enhances the player experience and improves the visual appeal, which in turn can increase rounds played and revenue. Advanced systems support quicker recovery from dry spells or high heat.

The Club has three water storage dams that are used for golf course irrigation. The overall capacity is 98.2 megalitres with a useable capacity of approximately 80 megalitres. A new irrigation system will maximise current water holdings, therefore, reducing the likelihood of the Club having to purchase potable water for irrigation.

Maximum 250 words

## Upload Evidence for 1.5

*No files have been uploaded*

## 1.6 How does the facility project align with key priorities within the applicant organisation's strategic plan? \*

The Murrumbidgee Country Club "Strategic Plan 2023-28" states the Club's goal of being "the club of choice for Canberra golfers and the wider community" and outlines a vision of providing "a high quality golfing experience and social environment built around a friendly and inclusive culture".

The replacement of the existing irrigation system with an up-to-date system which utilises technology based water management techniques is included in the Plan as a priority working towards the objective of providing a golf course which is enjoyable and challenging and meets the needs and expectations of golfers of all abilities.

Maximum 250 words

## 1.7 Has your project received formal support from the relevant State Sporting or Active Recreation Peak Body? Also consider formal support from other user groups of the facility. \*

Yes, Golf NSW (our governing body) has provided a supporting letter.

Maximum 250 words

## Mandatory Evidence for 1.7

Filename: Golf NSW letter- Oct 2025.pdf

File size: 83.7 kB

MANDATORY EVIDENCE: For all projects with a total value of over \$250,000, a formal letter of support from the relevant Peak Body (not applicable if the applicant is the SSO).

## 1.8 How does the facility project align with key priorities within the in CBR Next Move Strategic Plan? \*

The Vision of the CBR Next Move Strategic Plan is "All Canberrans moving through sport and active recreation. Key priorities within the Plan include:

- the Development and Maintenance of sport and active recreation places and spaces
- establishing environmental sustainability best practice for sport and active recreation places and spaces.

As Tuggeranong's only golf club, Murrumbidgee is an important community asset providing space for sport and recreation. It has high levels of utilisation with over 67,000 rounds of golf played on the course last year, strong public and member demand for use of the Club's recently upgraded driving range facilities, and high levels of utilisation of the pathways surrounding the course by walkers and joggers from the local community.

# 2026 Community Sport Facilities Program (CSFP) (Construction) 2026 Community Sport Facilities Program (CSFP) Construction Application (Version 2 of 2)

Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc  
Form Submitted 14 Oct 2025, 10:46AM AEDT

Replacement of the existing irrigation system with a modern alternative will allow this participation to continue and grow into the future. In addition, the replacement system will provide environmental and sustainability benefits by way of:

- reduced water waste : modern systems use smart controllers, soil moisture sensors and weather data to water only where and when needed
- targeted irrigation - zones can be customised for different turf types, reducing water usage
- reduced run off and erosion - precision watering limits over-saturation and the movement of fertilisers or pesticides into nearby ecosystems
- reduced power usage - savings in power usage through more efficient use of pumps.

Please visit: <https://www.sport.act.gov.au/about-us/cbr-next-move>. Maximum 250 words

## 1.9 Which alternatives to the proposed project were considered and why were they rejected? \*

This project is not considered optional. As the existing system continues to age and deteriorate, the Club is spending more time and money on patching the existing system and the efficiency and effectiveness of the watering outcome is deteriorating.

Given the project needs to be undertaken, the alternatives considered by the Club have included:

- the extent to which it is possible to continue to defer the project given the increasing unreliability of the existing system
- the ability to phase the project over a number of years in order to manage cost impact. The expert advice received in this respect is that the project should be kept to a maximum of 2-3 years in order to minimise disruption, project risk and cost risk
- whether to attempt an inhouse installation. Our staff are fully employed in existing roles and it is more cost-effective to engage experts to undertake a project of this size and complexity rather than employ more in-house staff

Maximum 250 words

## Upload Evidence for 1.9

*No files have been uploaded*

## Focus area 2: Project Feasibility

Applicant Organisation to respond to the question and include any documentation / data / images which validates or strengthens their response. This supporting evidence may be supplied via weblink/s or attachment/s.

*Note: Where it is **mandatory** to provide evidence in support of a response, this has been stated.*

## 2.1 Has the organisation undertaken a feasibility study relating to the project? \*

Yes. A feasibility study was undertaken by Matt Wilson from Total Irrigation Designers.

Maximum 250 words

## Mandatory Evidence for 2.1

Filename: 2434 Murrumbidgee CC - Report.pdf

File size: 397.5 kB

MANDATORY EVIDENCE: A project feasibility study must be provided for all construction projects with a total budget over \$500,000.

# 2026 Community Sport Facilities Program (CSFP) (Construction) 2026 Community Sport Facilities Program (CSFP) Construction Application (Version 2 of 2)

Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc  
Form Submitted 14 Oct 2025, 10:46AM AEDT

## 2.2 Does the facility project involve partnerships which will result in shared use / multi-purpose use of the facility? \*

Not in a formal sense. While MCC is a private golf club and the land lease use is 'restricted access, recreational', members of the public are welcome to use the course, practice facilities and social facilities. In addition, where safely possible and so as not to interfere with the golfing operations or damage the facilities, the Club has always, and will continue to allow access to the course surrounds for walking and recreational purposes by the local community.

Naturally we would welcome visitors and school groups to the Club to publicise the benefits of this initiative for water savings in the context of climate change.

Maximum 250 words

### Mandatory Evidence for 2.2

*No files have been uploaded*

MANDATORY EVIDENCE: A statement attached from partners regarding the nature of the shared use / multi-purpose facility project agreement is required for all shared use / multi-purpose facility projects.

## 2.3 Has the organisation applied a Life Cycle Cost Analysis process to the project?

**Note: Life cycle costing is a key asset management tool that takes into account the whole of life implications of planning, acquiring, operating, maintaining and disposing of a facility related asset. \***

Yes a Life Cycle Cost Analysis has been prepared and is attached. The analysis identifies costs associated with the system over a 50 year period which is the anticipated life of the underlying pipes. The costing allows for the all other system components to be replaced on their defined life cycles.

The analysis indicates that the maximum cost to be incurred in any one year is \$330k which occurs in years 25 and 50 and is largely related to the scheduled replacement of sprinklers in these years. In 42 of the 50 years, less than \$10k in costs have been identified.

Murrumbidgee currently spends in the order of \$300k to \$400k pa on capital acquisitions and replacements. The identified irrigation system costs can be readily incorporated into this existing capital investment schedule. The Club has sufficient funding to meet the ongoing costs of maintaining and upgrading the system as required over its 50 year life.

Maximum 250 words

### Mandatory Evidence for 2.3

Filename: Life Cycle Cost Analysis - Irrigation System.pdf

File size: 134.4 kB

MANDATORY EVIDENCE: A lifecycle cost analysis must be provided for all construction projects with a budget over \$500,000.

## Focus area 3: Project Planning

Applicant Organisation to respond to the question and include any documentation / data / images which validates or strengthens their response. This supporting evidence may be supplied via weblink/s or attachment/s.

*Note: Where it is **mandatory** to provide evidence in support of a response, this has been stated.*

# 2026 Community Sport Facilities Program (CSFP) (Construction) 2026 Community Sport Facilities Program (CSFP) Construction Application (Version 2 of 2)

Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc  
Form Submitted 14 Oct 2025, 10:46AM AEDT

## 3.1 Does the applicant have a clear, detailed, and realistic project plan, which meets CSFP requirements regarding project commencement and completion dates, etc.? \*

Yes. The Project Plan (attached) was tabled at the 25th July 2025 Board meeting.

Maximum 250 words

### Mandatory Evidence for 3.1

---

Filename: Project Plan - final - Sept 2025.pdf

File size: 205.0 kB

MANDATORY EVIDENCE: Examples could include (but may not be limited to) – feasibility study terms of reference / report, project management plan, design plans, evidence of landowner's consent, planning / building approvals, required statutory approvals, project budget, etc.

## 3.2 Does the applicant have a detailed project budget, which clearly identifies all project components that will be funded by the CSFP investment and any components to be funded by the applicant or other funding partner? \*

Yes. A detailed budget has been prepared and is included within the Project Plan. Costings within the budget are based on external quotes which are also attached.

Three scenarios for funding the project have been included - taking into account different outcomes on the amount of grant funding which may be received.

Note: Co-investment from the application organisation towards the project is strongly encouraged and will be viewed favourably. Maximum 250 words

### Mandatory Evidence for 3.2 (for projects over \$500,000)

---

Filename: Project Plan - final - Sept 2025.pdf

File size: 205.0 kB

---

Filename: Quote\_No\_5139.pdf

File size: 440.7 kB

---

Filename: Quote\_No\_5163.pdf

File size: 440.7 kB

MANDATORY EVIDENCE: For capital works/construction projects valued at over \$500,000, applicants must provide an independent, detailed costings plan developed by a certified quantity surveyor.

### Mandatory Evidence for 3.2 (for projects under \$500,000)

*No files have been uploaded*

MANDATORY EVIDENCE: For projects valued under \$500,000, applicants could include (but may not be limited to) - Project budget; quotes for all project related work which include the name and description of the item(s) or service(s) to be purchased, the quantity and total cost of item(s) or service(s) to be purchased; and the supplier's business/company details (business name, Australian Business Number or website).

## 3.3 Do all facility related project plans (e.g. concept designs, architect plans, builder plans, etc.) meet Australian Design Standards, ACT Government facility planning requirements, any sport specific facility standards appropriate to the nature of the facility and environmentally sustainable design principles? \*

Yes.

Maximum 250 words

### Mandatory Evidence for 3.3

# 2026 Community Sport Facilities Program (CSFP) (Construction) 2026 Community Sport Facilities Program (CSFP) Construction Application (Version 2 of 2)

Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc

Form Submitted 14 Oct 2025, 10:46AM AEDT

*No files have been uploaded*

MANDATORY EVIDENCE: Examples could include (but may not be limited to) - evidence of the project meeting key design and building standards as appropriate (e.g. Australian Standards for Facility Lighting, Female Friendly Changeroom Guidelines, specific sport design standards, etc).

### **3.4 Does the organisation have access to capacity, expertise, and skills needed to deliver the project outcomes successfully, within stated timelines and budgets; and if not, how will the organisation access the required expertise? \***

The Club has successfully delivered a number of significant projects in recent years including construction of cart storage sheds and construction of an indoor teaching/training facility with related driving range improvements.

The Club's senior course staff have experience in irrigation system management and maintenance and will be in a position to assist with oversight and delivery of the project.

However the Club has determined that these staff do not have the capacity to undertake the associated project management or implementation in conjunction with existing workloads. As such, the project plan proposes:

- engagement of an appropriately qualified and experienced project management to guide the project
- outsourcing project implementation to a professional irrigation company (in line with the approach taken by other golf clubs)

Maximum 250 words

### **Mandatory Evidence for 3.4**

*No files have been uploaded*

MANDATORY EVIDENCE: Examples could include (but may not be limited to) - project management plan (inclusive of roles and responsibilities matrix), list of names, roles and qualifications of key project management personnel, names of firms being targeted to provide specific expertise, etc.

## **Project Specific Mandatory Evidence Checklist**

### **Have you included the following project specific mandatory evidence items in your application, where relevant? (i.e. via an attachment or weblink)**

- Question 1.1 - A formalised needs analysis process (e.g. Feasibility Study) is required to have been undertaken for projects over \$500,000.
- Question 1.6 - Current organisational strategic plan and current state level organisation strategic plan.
- Question 1.7 - For all projects with a total value of over \$250,000, a formal letter of support from the relevant State Sporting or Active Recreation Peak Body (not applicable if the applicant is the SSO).
- Question 2.1 - A project feasibility study must be provided for all projects with a total budget over \$500,000.
- Question 2.2 - A statement from partners regarding the nature of the shared use / multi-purpose facility project agreement is required for all shared use / multi-purpose facility projects.
- Question 2.3 - A lifecycle cost analysis must be provided for all projects with a budget over \$500,000.
- Question 3.1 - Clear, detailed, and realistic project plan.
- Question 3.2 - Detailed project budget.
- Question 3.2 - For capital works/construction projects valued at over \$500,000, applicants must provide an independent, detailed costings plan developed by a certified

# 2026 Community Sport Facilities Program (CSFP) (Construction) 2026 Community Sport Facilities Program (CSFP) Construction Application (Version 2 of 2)

Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc

Form Submitted 14 Oct 2025, 10:46AM AEDT

quantity surveyor

Question 3.3 - Evidence that all facility related project plans meet Australian Design Standards, ACT Government facility planning requirements, and any sport specific facility standards.

Question 3.4 - Evidence that the organisation has access to the capacity, expertise, and skills needed to deliver the project outcomes successfully, within stated timelines and budgets.

*NOTE: Although an application may meet all of the above criteria, approval will depend on the number of applications received, the relative merit of the application, government priorities and available funds.*

## Certification and Feedback

**\* indicates a required field**

### Certification

I certify that:

- To the best of my knowledge the statements made within this application and the information provided is true and correct.
- I understand that Sport and Recreation is collecting information on this form and any other information I provide as part of my application to access whether my organisation is eligible to receive funding under the 2026 Community Sport Facilities Program.
- I accept that Sport and Recreation may provide some or all of this information to other ACT Government agencies administering funding programs.
- I understand that information relating but not limited to this application may be used when assessing the eligibility of future investments for which my organisation might apply. If my organisation receives funding, the performance and acquittal of the investment may also be taken into consideration by the ACT Government when assessing future funding applications that are submitted by your organisation.
- I understand and accept that should the application be successful, I will be required to accept the terms and conditions of the investment as outlined in the Program Guidelines and Funding Deed.
- I understand and accept that the applicants contact details will be added to the Sport and Recreation e-newsletter distribution list.
- By submitting this application, I acknowledge that each individual referred to in the application is aware that the information relating to the organisation may be disclosed and used. I give consent for the

# 2026 Community Sport Facilities Program (CSFP) (Construction) 2026 Community Sport Facilities Program (CSFP) Construction Application (Version 2 of 2)

Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc

Form Submitted 14 Oct 2025, 10:46AM AEDT

Chief Minister, Treasury and Economic Development Directorate (CMTEDD) to use and publish photographic images and audio-visual recordings (the Material) of the project in this application for informational and promotional purposes. These include:

1. 1. CMTEDD promotional material and reports;  
2. External and educational publications;  
3. The Sport and Recreation website; and  
4. Social media.

## Certification \*

- Yes, I have read and agree to the above conditions.  
 No

## Name \*

Scott Elias

## Position with the organisation \*

General Manager

## Day-time phone number / mobile number \*

Sch 2.2(a)(ii)  
Must be an Australian phone number.

## Email \*

[manager@murrumbidgeegolf.com.au](mailto:manager@murrumbidgeegolf.com.au)  
Must be an email address.

## Date \*

08/10/2025  
Must be a date.

## Privacy Notice

In compliance with the *Information Privacy Act 2014 (the Act)*, personal information on this form may be stored in CMTEDD's records database and may also be used for statistical research, information provision and evaluation of services. Your personal information may be disclosed to other agencies and third parties for purposes related to this application and/or monitoring compliance with the Act. Additional requirements outside of the provisions referenced above, personal or commercial information will only be disclosed to third parties with your consent unless otherwise required or authorised by law.

You are now coming to the end of your application process. Please **REVIEW** your application to ensure you have included all the information required and then click **SUBMIT**. Once submitted, it will not be able to be retrieved to edit.

**Feedback** Please take a few moments to provide some feedback. We value any feedback you may have regarding our online grants application process.

## How did you find out about the 2026 Community Sport Facilities Program (CSFP)?

- Social Media i.e Facebook or Twitter  
 Word of mouth  
 Internet browser  
 Email  
 Information session

**2026 Community Sport Facilities Program (CSFP) (Construction)  
2026 Community Sport Facilities Program (CSFP) Construction  
Application (Version 2 of 2)**

**Application No. 2026CSFPc00008 From Murrumbidgee Country Club Inc**

Form Submitted 14 Oct 2025, 10:46AM AEDT

- Website
- Other:

**Please indicate how you found the online application process.**

- Very easy
- Easy
- Neither
- Difficult
- Very difficult

**How much time did it take you to complete this application?**

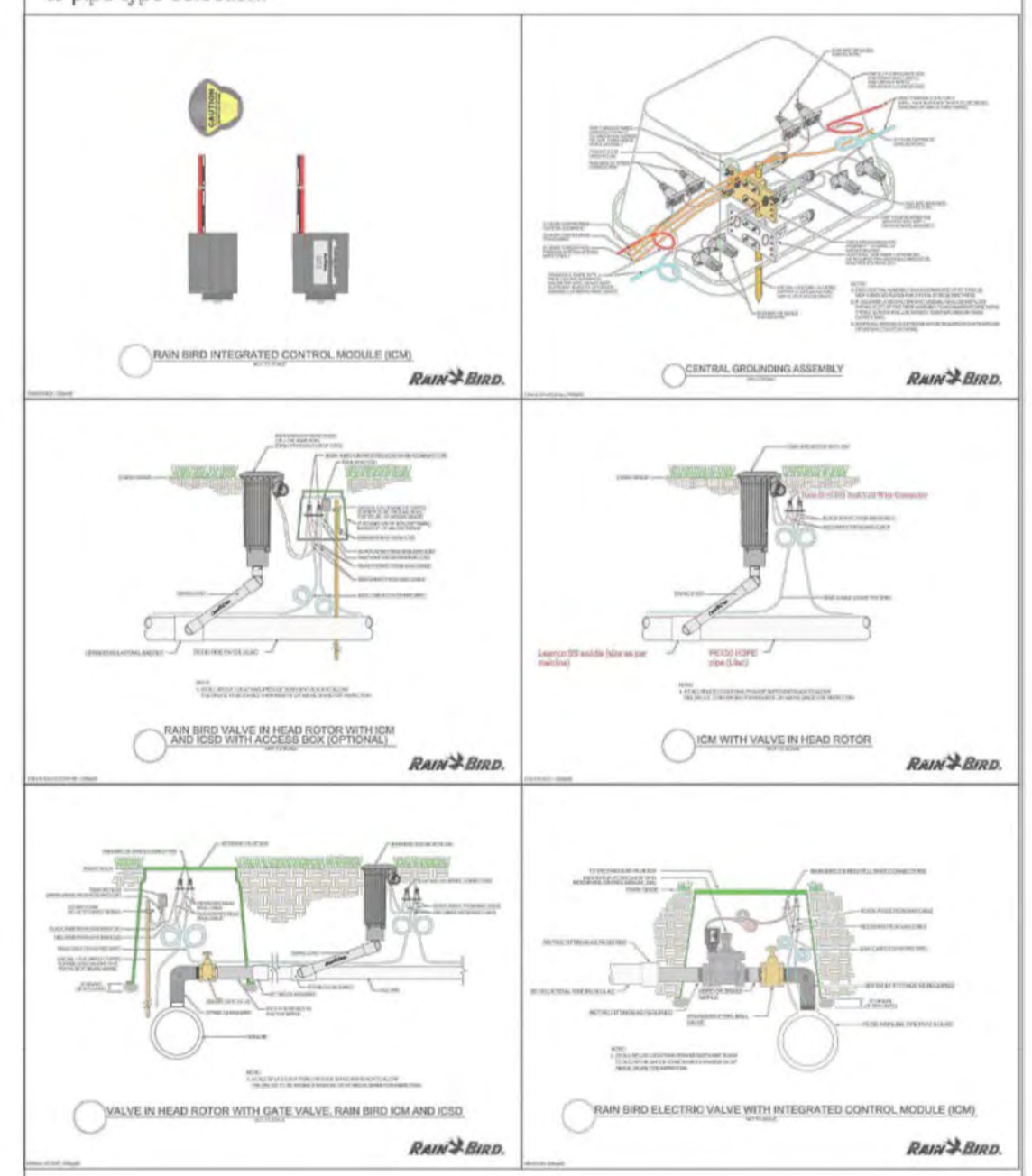
Around 20 hours

**Do you have any recommendations and/or advice that could improve the application process?**



- LEGEND**
- 200, 180, 125 and 110mm PE100 PIPE PN16 or 12.5\*\*
  - 90 mm PE100 PIPE PN12.5
  - - - 63 and 50mm PE100 PIPE PN12.5
  - 160mm PN10 PE100 PIPE for MAIN DAM REFILL LINE
  - - - Rain Bird Maxi Cable - 2 Core x 2.5MM x 500M - Red, Blue, Green, Yellow
  - Rain Bird IC Surge Device
  - 50MM Rain Bird PEB Valve - BSP - with Scrubber and IC Module
  - 25MM Rain Bird SRC Quick Coupling Valve - 1 Piece Body, Rubber Cover
  - 50 mm Double Acting Air Release Valve
  - 50 and 80mm Full Bore Ball Valve with SS handle
  - 100, 150, 200 and 250mm CI G/V RS FBE c/w C H/W AS2638.2 WM
  - ACME RAIN BIRD 752ICM #28 80PSI IC Rotor (Tees)
  - ACME RAIN BIRD 752ICM #36 80PSI IC Rotor (Greens & Surrounds)
  - ACME RAIN BIRD 702ICM #36 80PSI IC Rotor (Fairways)
  - ACME RAIN BIRD 952 IC Rotor 80 PSI #52 IC Rotor (Pr. Area)
  - EXISTING and NEW PUMP STATIONS
  - EXISTING RAIN BIRD WEATHER STATION
  - Rain Bird CIRRUS PRO WITH DUAL MONITOR and IC+ INTERFACE

Details shown below are to illustrate installation methodology only, fittings may differ according to pipe type selection.



Layout mockup shown is to illustrate installation methodology only, surge protection placement varies according to site conditions and 'double run' of cable along mains & sub-main is optional.



REV	DATE	REVISION DESCRIPTION	DWN	CRD	ISSUED	SCALE BAR
A	12/11/2023	Preliminary	DKS	CG	12/11/2023	1:1
A	12/11/2023	Proposal Stage	DKS	CG	12/11/2023	1:1
B	06/12/2023	Amended as per superintendent	DKS	CG	06/12/2023	1:1



Copyright to this drawing is reserved by Murrumbidgee Country Club and must not be retained or produced without their written permission. The drawing is essentially diagrammatic and must be applied to the circumstances as found on site.

Designed: MIDCo	Client: MURRUMBIDGEE COUNTRY CLUB NEW SOUTH WALES
Date: 06/12/2023	Project: IRRIGATION SYSTEM
Checked: CG	Drawing: General Layout
Ref: Irrigation	Sheet 1 Of 1
For: Amendments	Revision B

**MURRUMBIDGEE COUNTRY CLUB**  
**– IRRIGATION SYSTEM REVIEW AND FEASIBILITY REPORT.**  
**BY TOTAL IRRIGATION DESIGNERS**



Circa 1990/91 - Age of system, 34 years

***Background and History***

Murrumbidgee Country Club Golf Course ( MCC) is unique in Canberra due to its specific location where it enjoys wide open spaces, wider than normal fairways and course surrounds, which provides not only an enjoyable golfing experience but also offers amenity to the surrounding housing estate and the wider community. The open spaces provide habitat and benefits to both flora and fauna. This however also results for a need across many of the fairways, for a twin and or triple row of irrigation to maintain suitable irrigation and a balance to the course. Many of the fairways are par 4 and 5 which are often longer than many smaller and confined courses, all resulting in a higher water demand than found on many courses and thus irrigation management, maintenance, installation, cost of replacement parts and thus an overall higher potential cost of operation and ownership.

The irrigation system was originally constructed in 1990 to 1991, according to the dates on the supplied plans and nearing or beyond a typical 25-30year design life. While parts of the system have been upgraded or replaced over the years much of the system wiring and pipework remains original and degraded.

The plans reviewed do not show a great deal of detail, but rather depict a general layout of where key items may be located and where; pipe was proposed to run; solenoid valves likely to be located; where pipe work branches to mains and laterals may be located; sprinkler approximate location and proximity to where major system isolation valves were to be located.

It is what we would consider to be a *general guide* map. The plans are not marked as a record of what was “actually built”.

A sewer service is also shown in some parts and sewer pump stations evident on *NearMap* imagery confirm approximate locations.

There is no detailed legend on any plan, and the title block does not show any detail of the designer, the company producer of the plans or any installer. The title block just shows surveyor’s initials - and there are six of them!. One plan provided from 1990 does however show *Brown Clarke and Di Pauli*, a surveyor business established in 1956 from Queanbeyan.

The plans are difficult to read and there is no pipe sizing noted or nominated nor any system pump detail as to design pump flow or pressure nor is there any detail for the irrigation system controller or any wiring schematics or details. There are many items which are vague and, in most cases, we are unable to verify or are able to confirm the accuracy of the plans.

In May of 2008 *Goodfellow and Associates* conducted what appears to be an audit of sprinklers and sprinkler general coverage across the course, possibly initiated as a result of the drought around that time. Once again, there is little detail to the plans, rather they focused on area of potential coverage from a GPS survey and an audit into the mix of sprinklers and their condition back in 2008. The plan shows that quite a number of sprinklers differ from the original sprinklers which were supposed to have been installed, which we have been advised where originally *Rapid Rain* brass impact popups, sometimes also referred to as “*greentop*” or “*Rainspray*” sprinklers.

The *Goodfellow and Associates* plans show a number of sprinklers being of a different model or brand of sprinkler and whether there was an *issue* with the sprinkler at the time it was recorded by GPS. This confirms that as the system has aged, that many sprinklers have been replaced or upgraded over the passage of time. These “*odd*” replacements are as a result of the original sprinkler not being available for the past 25 to 30 years. It would appear that damaged or malfunctioning, sprinklers have been replaced with whatever has been available as a “*near fit*”.

We have also been advised by Cambell, (course superintendent) that much of the original pipe work, which was installed, and which remains existing, includes 65mm upvc and 125mm upvc which has not been available now also for over 30 years. As failure in these pipe sizes occur, it is often a messy, costly and frustrating repair issue to re-join such sizes of pipe. As the system ages, this situation will only worsen, and Campbell advises that this has occurred on numerous occasions now. The potential for further breakage of the main and also leakage at the many repair points now in place increase, leading to a system that may become not altogether sound, and may cause pump cycling and then lead to premature pump wear and failure if the condition gets to a significant level. Not to mention the loss of water.

Pipe failure may often be caused by pressure cycles and or water hammer from high velocity attempting to overcome friction losses within the system. We suspect that there are parts of the course which are regularly subjected to such conditions.

It is noted that, from the level of the pump station, there is a positive elevation, or rise, of approximately 13 metres and there is also a negative elevation, or fall, from the pump station of approximately 20 metres to lower parts of the course. That’s a 33m elevation variation across the course.

It is also noted that the MCC course has long runs and is spread out meaning that there may be significant sections of pipe subject to high friction losses resulting from high velocities of which the pump is trying to overcome. This is somewhat of an assumption, as we do not know what all the pipe sizes are, as they are not recorded on the plans. We do know however that all of the solenoid valves are feeding to sprinklers on a “block” type arrangement of the sprinklers and the vast majority of these valves are 40mm in size. Many of these blocks range from 2 sprinklers right through to 9 sprinklers. Mostly they would appear to be 4,6,7,8 or 9 sprinkler capacity. Running any more than 4 sprinklers (or 4lt/sec) on a 40mm valve is considered excessive. We are assuming that the average sprinkler flow rate is around or a little over a litre a second, which would be typical for the types of sprinklers in use and at the pressures we assume they were designed to be run at. Again, excessive losses and velocities are being experienced across the valves and many are subject to high potential risk of water hammer.

### **The Course as a snapshot today:**

#### **Greens Sprinklers:**

Greens sprinklers are generally full circle Toro DT34 pop up rotary gear drive sprinklers of which there are 4 or on occasion 5 sprinklers surrounding each green and these are operated also as a “block” - all at the one time from a single solenoid valve. Typical DT34 flow rates are from 1.0 to 1.5lt/sec. They cover the green and the immediate green surround at the same time. There is no individual management control or flexibility under such a situation and many of the greens also then have an additional separate station with sprinklers behind the green throwing back to the green.

#### **Tee Sprinklers:**

Tee sprinklers are generally part circle with a some which are full circle. Mostly they are Hunter I20 pop up rotary gear drive sprinklers. The number of sprinklers vary depending on size shape and level of tee box. These are operated also as a “block” - all at the one time from a single solenoid valve. Typical I20 flow rates are from 0.2 to 0.7lt/sec.

#### **Fairway Sprinklers:**

Fairway sprinklers are predominantly the original Rapid Rain pop up impact sprinklers which were popular in the day as a entry level reasonable performance generally reliable sprinkler, good wearing sprinkler. As they fail they are replaced with a mix of Toro and Hunter sprinklers, pop up gear drive rotating single or dual nozzle sprinklers.

#### **Solenoid valves:**

Generally, they are 40mm with some that are understood to be 50mm. All now currently fitted with decoders to operate from a signal from the irrigation controller. Many understood to be original valves.

#### **Main Pump station:**

The main pump station is currently a system of five Grundfos pumps, consisting of 4 larger pumps to provide the main duty and one ½ pump for a jockey pump, generally used for small duties and to maintain pressure in the system. The smaller ½ pump is not currently used due to an imbalance in the pump system, causing the pump system to “trip out”, cycle and compete against the larger pumps. The remaining larger 4 pumps have an individual variable speed drive and are each Grundfos CR32-6, 11-KW. The pumps are mounted to a 150mm Stainless steel

inlet and discharge manifold with a 160mm PE floating suction line is at the western end of the main dam located between holes 9 and 18. Also incorporated in the suction line is a 150mm registered flow meter. This is a very unusual location as the meters are usually installed after the pump and filter. The present location adds additional losses to the suction line to the pumps and is an additional source of potential air leakage under vacuum which can be very difficult to trace should this occur.

These pumps were installed approximately 6 years ago (2018?), with a new touch screen VFDrive Inca panel complete with remote access and SMS alarm, replacing the original pump system within the original pump room. The duty setpoint recorded was 700 kPa.

A reasonably good system, however, the issue for us is that this pump system was probably designed for a higher duty set point (pressure), assumed to be 800-850kPa and perhaps also for a potential higher flow rate. It is assumed this may have been to increase performance at the top end of the course or provision for a future increase in capacity. However, for right now, these pumps are restricted and Cambell tells me that the pressure had to be reduced to 700kPa as the course was experiencing main pipe failures under a higher pressure.

One of the pumps is now approaching 9000 hours while the other three have between 5000 and nearly 6000 hours each. We're not sure why one pump would be nearly 3000 hours more than the others and also one of the pumps looks like it's had a motor replacement at some point.

The remote access component of the pump panel was operated via 3G network which has recently been shut down and therefore this function no longer is operational and may require some significant reworking of the electronics and the fitment of a new 4G5G modem if it is to be reinstated.

#### **Filter:**

The filter currently installed is a basic manual clean 150mm brush type screen filter. A somewhat common but very basic and labour-intensive system as this needs to be manually cleaned regularly and given the lack of pressure monitoring around the filter, is a further potential for excessive pressure drop within the system. It should be checked in summer daily and is just another maintenance task which might not necessarily be required if it were to be upgraded and automated.

#### **Control system.**

The original control system was replaced with a Toro Decoder GDC system complete with Toro Computer and Lynx software, and which is in use by Cambell to control all the irrigation valves and sprinklers. This upgrade incorporated decoders and cable runs throughout the course, and we understand this work was installed through Waterland. This was understood to be a significant improvement, from a control and management perspective and the club continues to enjoy ongoing support through the Toro NSN (National Support Network) programme which the club does pay an annual subscription for.

The NSN programme provides 24/7 back up and assistance with technical issues. There are also levels of support which include automatic software updates, off site data back up and shipping of replacement computers with all the clubs data pre-loaded in the event of a major failure and damage from things like lightning strike etc.

We were advised by Toro NSN that the computer was updated in the past couple of years.

The cable and decoders are now approaching 10 years. Cambell has indicated that there are becoming some cable integrity issues starting to arise. It must be remembered that cable joints and cable integrity in a decoder system is paramount as the cable is used, for not only voltage to switch and power solenoid valves, but also the transfer of the “data packet” of information to the decoder at each valve.

30 years is a suggested as a typical life expectancy of overall decoder and cable systems, along with software and computer replacements approximately every 5-6 years.

We would not recommend the reuse of the old cable in a replacement system, as there is no guarantee of its integrity or longevity especially as it may be damaged in numerous locations and there would be no warranty from any contractors. It is just not cost effective to try and protect and retain it given that within decoder systems, cable joints are the weakest link and, additional damage to cable and adding additional buried joins are to be avoided at all costs.

We are aware that both Toro and Rainbird are working on significant sprinkler and control system technology. It’s common “sales” practise to keep interest in their brand. But much of the current equipment has been around now for the past 10-20 years. To wait for new technology also something that should not prevent any club from holding off on replacing a system especially when the majority of it is over 30years.

#### **Lower Pump station:**

The pump station at the lower dam has two pumps each with a different function, but they both use the irrigation main. The larger end suction southern cross pump, which is the original dated 1989, is used to transfer water from the lower dam to the upper main dam. To do this function a number of valves need to be shut to isolate the upper part of the course and the second pump while the transfer of water occurs through the existing irrigation main in the lower part of the course. This is cumbersome and requires valves to be opened and closed and prevents irrigation to the lower part of the course at that time. There should really be a dedicated transfer pump and line separate from the irrigation mains to prevent this conflict and manual operational every time water needs to be transferred.

The second pump is a single multistage Grundfos pump which was used for irrigation to the lower section of the course when needed. Cambell advised that this second pump is not used at present as it has been unreliable.

Both pumps pump through a manual screen filter.

#### **System Status in Brief:**

Some of the significant and increasing potential for ongoing or increasing system failures are as follows

1. The restrictive nature and age of the pipe work also given its odd sizes is of concern especially as the system ages. The undersized suction line and sections of main that in our opinion are restrictive within the system also cause a degree of inflexibility and inefficiency within the overall system.
2. The unavailability of 65mm and 125mm uPVC pipe work and uPVC fittings, makes for expensive and time-consuming messy repairs that are likely to only become more expensive as time goes on.

3. The original sprinkler used on the fairways have not been available for many, many years. As sprinklers, age, wear, fail or are damaged, and are replaced by either Hunter or Toro sprinklers the system becomes even more “mis matched”. The staff are doing well to match them up as best as possible however this also gives rise to variations in sprinkler performance efficiency and coverage. It really is quite a credit to Cambell and the staff that the system works as well as it is given the many constraints.
4. The pump system in our opinion should be running at a higher pressure and flow for increased efficiency and performance which would reduce runtime and thus be saving \$ reduce system water window and run time and increase reliability and longevity of the pumps. In other words an increase in overall reduction in power consumption through more water pumped for the same overall cost of power. This however is not currently possible under the current pipe sizes leading to or from the pump station.
5. The pumps are capable of 9 litres per second each at 850 kPa but the pipe system doesn't hydraulically currently allow for that
6. Coverage in many places is poor and inefficient due to the block system currently operated, the mix of sprinklers in use and the variation in pressure that they operate under across the course. They are difficult to control regulate the pressure and flow and thus in some areas there is either over or under watering which currently due to the block arrangement is very difficult to manage and near impossible to control
7. Greens and Tees are also fitted as a block system or in other words one sprinkler on, all sprinklers are on. This often creates in these critical areas, a compromise again of either, underwatering or in most cases overwatering. Individual head control especially on greens and by today's standards on fairways is essential. Another innovation and water saving essential of the past 25years has been the incorporation of dedicated greens sprinklers and then also greens surround sprinklers. Commonly known as back-to-back sprinklers. Typically, 4 or 5 sprinklers dedicated to green watering and 5 or 6 spraying away from the greens for the control of green surrounds watering.
8. The current pump system is potentially running for a longer period than necessary, and it appears to be at a lower pressure due to pipe failure. This is inefficient and wasting a lot of \$ and time for restricted and inefficient coverage.
9. Moving on to water transfer between dams. This also is inefficient and very time consuming especially on the “back 9” given that the irrigation main is the conduit through which water transfer also occurs. This is messy and requires some significant forethought planning and management to keep this under control particularly in hotter, longer, drier months. A separate transfer pump and pipe system should be in place to enable proper water accountability, management and efficiency, and which would enable the course watering to be carried out without disruption from water transfer. They need to be separated to avoid costs and insure errors in water accountability are avoided, which may be going against the clubs interest.
10. From the main water dam there is an elevation of approximately + 13 meters head in addition to the friction loss meaning that the higher and further away parts of the course are typically operating at lower pressures than other parts of the course. We estimate this could be as high as 30% drop in pressure versus some of the parts of the course which are at the lower end and some - 20 metres below in elevation from the pumping source. This may see pressures at the bottom of the course exceeding 900 kPa while at the top of the course less than 600 kPa. Without proper pressure regulation at the sprinkler or solenoid valve, there is a massive variation in potential flow and coverage and application rate. This currently is very difficult to control and manage not to mention

the friction loss, velocities and the ageing pipe work, all combining to become a very difficult “beast” to control.

11. Cambell has also reported that there are cable failures within the system and as cable continues to age and degrade this is likely to increase and become more common again leading to potential of areas either being unwatered or overwatered, which may also go on for some time before these areas become evident.

### ***Further observations***

After conducting this investigation review and assessment of the course and reviewing the number of sprinklers, both currently in the existing system and also in the proposed Rainbird system that was provided as a concept approximately 2 years ago, we have concluded for ourselves based on the irrigated area of all Fairways, Greens and Tees, that the pump system, to provide a reasonable “water window”, should be operating at nothing less than 40 litres a second. This would provide at peak irrigation times a small degree of flexibility and redundancy.

The current pump system, if enabled to operate hydraulically through the installation of larger pipe work, would have the capacity to reach at least 36 litres a second and possibly up to 40 litres a second to the lower end of the course. These targets are not currently possible, due mainly, to the size of the inlet to the pumps and hydraulic capacity of the discharge pipework.

The proposed Rainbird design does not address many of the pumping issues, nor is there any details surrounding any detail for transfer pump up grades or changes other than a separated pipeline.

There is with some modification for the current pump system, after a more detailed review, to enable the pump system to switch to a higher set point when sprinklers are run at the higher points of the course and a lower set point when sprinklers are on at the lower end of the course providing increased pump efficiency and reduced potential operating costs. This would take some smarts between control system and the pump system and would require an upgrade of the current pump panel and incorporation into a new irrigation control system which may be selected.

### ***In Summary***

In our opinion, the system is in need of some significant replacements and upgrades due to the age of the major components of the system, end of equipment life cycle and out of date system design and management controls, much of which is as we understand it, are original from 1991.

Generally, we would expect a 25 year life from sprinklers, 15-20 years on solenoid valves, 15-18 year life on control systems with computer upgrades each 5 or 6 years, cable and decoder a maximum of 30 years and pump stations a life expectancy typically of 12 to 15 years. Many components last much longer some for less periods depending on conditions and degree of maintenance.

uPVC pipe work, where not subject to significant or excessive pressure cycles, can have a life expectancy of 50 years plus. Where pressure cycles are extensive this may be significantly reduced.

PE pipe a life expectancy of 50 to 100 years. PE mechanical fittings life expectancy may only be 25 to 30 years.

A replacement system budget of a minimum of \$1,900,000+gst for such an extensive course as MCC, would not be unreasonable as a guide. However, we believe there is more miles to be had from the pump station with some upgrades. One of the upgrades however would be pipe work amplification surrounding the pump shed and new pump panel. This could be around 50% of a new pump station upgrade in full. This comes down to the “risk” and warranty which maybe sought for ensuing years.

Toro, for example, offer finance packaging deals but which usually are a commitment to a new Toro Sprinkler, Control system, and Valve package though one of their dealers and usually would include, pipe work, labour, pump and filtration where required. It is not typical for them to finance a “staged “ development. The packages usually allow for up to a 100% finance package with minimal or no deposit for 5yr term and 30% ballon with a 5yr option and flexible time of year repayments based on cash flow history. This is one potential option. And there’s usually a catch. Toro are keen for Toro Machinery sales which typically are a finance deal also and roll into lease back type arrangement. For them its ultimately about building a relationship and ongoing machinery sales turnover. And that too maybe fine for your course.

To our knowledge neither Hunter or Rainbird offer financing arrangements.

Another possibility is a staged implementation of a replacement system, however, we would not recommend that anything more than a three consecutive year programme be considered. Any longer than this, history tells us that problems will arise, and it all goes south. Financing usually would be sourced through your own bank arrangements or raising the capital through other means. This would be a board decision.

A staged implementation could begin with replacement commencing at the “back 9” and or lower parts of the course where the current system is subject to higher pressures and then moving toward and around to the main pump station. Stage 2 ( or year 2) switching to the middle or to the top end of the course and working back to the pump station. Either enable much of the existing system to be retained while a new replacement system was commenced at the extremities of the course working out from, or back towards the pump station with increasing pipe sizes in the main, the nearer to the pump station you are.

It is therefore a balancing act between what needs to be accomplished under each stage verse’s splitting financially into two or three roughly equal cost stages which obviously would be the objective. We would strongly suggest that a new suction line of a larger larger diameter, potentially also a replacement filtration system and pump control panel upgrade would need to be considered as part of stage 1 to ensure greater flexibility and control along with stage 1 of a new central control system to suit the new system.

The difficulty with starting replacement work at the far point of the course is the need to get cable back to Cambell’s office or the location of the new irrigation control system which we would become a part of any new system upgrade and which to be compatible with the selected final sprinkler and valve brand be it Hunter, Toro or Rainbird whichever brand is elected.

Both Toro and Rainbird are keen for sales however a word of warning don’t take their word for it without an in depth research and hydraulic understanding or there could be a lot of costly “add ons” or extras.

Noting that a new system or staged system upgrade of an existing system there will always be incidentals and latent items but these need to be minimised and managed well to minimise the risk of costly increases or blowouts.

**Review of the Rainbird Proposed Plan.**

Looking at the proposed *Rainbird* plan we would consider that this plan is a *Concept Master Plan* as it has some great detail about sprinklers, sprinkler installation cabling and cable installation but lacks some hydraulic analysis and detail and there are areas that need to be reworked in our opinion to gain maximum efficiency out of your current or any future pump station, your course layout, and paying particular reference to the existing course pipe network if a staged installation is to take place.

It must also be kept in mind that if a pump station life generally is considered to be around 15 years, you are approximately one third of the way through that life expectancy on your current pump station. Having said this, it is not uncommon for pump stations to last 25 years or longer especially when they are well maintained and not abused open to the elements and have redundancy.

There also needs to be considerable work to ensure that the neighbours water supply is worked into the new design as explained to us by Campbell which is currently missing. Greater detail and understanding surrounding this is required if the course is to minimise risk and cost in this area.

Also the water transfer and any future or replacement transfer pumps visited in any new design also needs to be taken into account again to minimise risk, maximise efficiency and reduce overall and ongoing maintenance and operational cost where possible.

Also looking at the Rainbird proposed design we would think that it needs further investigation and “ground proofing” to ensure that some of the long runs of pipe between sections can actually be achieved where they show them.

While it may look good on paper the plan needs to be ground proofed as often the line of least resistance which may sometimes be longer and required more material, may actually end up being less costly.

We would think that the present Rainbird plan is unsuitable to go to a competitive tender however it may be used with some modification and further hydraulic checking as a “request for budget cost” from one or more specialist golf course contractors.

We would also add that greater detail and a supporting general technical specification around the pumps, pump systems and upgrades filtration upgrades and also how and where the control system and what the control system needs to do to interact is any with the pump system needs to be more thoroughly thought through, detailed and incorporated as part of any replacement or ongoing staged upgraded system.

As we have been also been asked to look at potential staging we would think that the following is possible staging to maximise gains and minimise impact to course play and existing system operations and would be subject to further scrutiny and consultation with the club and course superintendent. It however does not meet a 1/3<sup>rd</sup>; 1/3<sup>rd</sup>; 1/3<sup>rd</sup> as there are a 7 holes, a little under 40% of sprinklers, the pump station upgrades and also controller implementation within stage 1, meaning that likely cost would be more like 40%-45% of the proposed capital expenditure and not 33%. But it does get over the big-ticket items and get the works well underway.

Stage 1. ( Approx 45% of the work and value)

- Pump suction upgrade
- Pump panel upgrade
- Perhaps filtration upgrade?? (Or to be done in stage 2)
- New mainline avoiding the old main line surrounding the pump station, up to behind the first green, temporarily reconnecting to the old system heading north. ( 1<sup>st</sup> green 2<sup>nd</sup> tee etc )
- Extend new mains to form a bottom of course loop from commencement of 2<sup>nd</sup> fairway around to 8 and include the 8<sup>th</sup> hole.
- Including all irrigation for the 2<sup>nd</sup> fairway and green, complete 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> holes & 9<sup>th</sup> men's tee.
- Stage 1 of new control system installation in the maintenance shed.
- Temporary reconnect to the existing main behind 1<sup>st</sup> Green
- Temporary connect to the existing mains near 8<sup>th</sup> hole and 18<sup>th</sup> tee.
- Mainline, isolation valves, cables etc to all the above.

Stage 2 ( Approx 50% of balance of system or 27% of value. )

- Complete 1<sup>st</sup> Hole:
- 2<sup>nd</sup> tee;
- 9<sup>th</sup> F'way, ladies tee and green;
- lawns in front of cub house; practise green and putting areas; practise Tee ( but not the fairway)
- 10<sup>th</sup>; 11<sup>th</sup> and 18<sup>th</sup> holes
- Mainline, isolation valves, cables etc to all the above.

Stage 2 ( Balance of system or 27% of value. )

- Complete 12<sup>th</sup>;;13<sup>th</sup>;14<sup>th</sup>;15<sup>th</sup>;16<sup>th</sup>; 17<sup>th</sup> Hole:
- Practise Fairway
- Mainline, isolation valves, cables etc to all the above.

**End of Report:**



**Murrumbidgee Country Club**

# **2024–2025 ANNUAL REPORT**



**Murrumbidgee Country Club**  
*acknowledges the contribution made by our  
valued sponsors*



Craig Finnigan & Darrell Skidmore



**Capital Bond**  
ELECTRICAL

Mitch Bruce



Warren Mangelsdorf



Alan Galbraith



Peter - 0417 405 647 Ty - 0430 360 883  
[admin@testingplusservices.com.au](mailto:admin@testingplusservices.com.au)

Peter Wines



Brent Gasnier



Nick Collins



Pete Murrell

**MURRUMBIDGEE COUNTRY CLUB INC**  
**ANNUAL REPORT 2024 - 2025**

**TABLE OF CONTENTS**

Board of Directors .....	2
President Report .....	3-4
Director Finance Report.....	5-7
General Manager’s Report.....	8-12
Director Course Report.....	13
Women’s Captain Report.....	14-15
Short Course Report .....	15
Junior Report.....	16
Men's Captain Report.....	17
Director of House Report.....	18-19
Senior’s Report.....	20-21
2024-2025 Honour Board Events.....	22

## BOARD of DIRECTORS

President	Pete Murrell
Vice President	Rod Philpot
Director Course	Gwen Higgins
Director Finance	Alan Galbraith
Men's Captain	Andrew Barber
Women's Captain	Donna Chalmers
Director House	Vacant
Director	David Atkins
Director	Jane Harriss
General Manager	Scott Elias
Assistant General Manager	Debbie Cooper
Course Superintendent	Cambell Griggs
Assistant Superintendent	Chris Patrick
Executive Chef	Alex Kimmorley
Bar Manager	Ian Callender

## PRESIDENT'S REPORT

A fourth year in the President's role at Murrumbidgee Country Club has come to an end. What a huge year it has been for MCC as a whole. We have seen such a large amount of growth in nearly every aspect of the Club but still maintaining the same feel within the Club with our wonderful membership group.

Coming into Spring for 2025 and the Golf Course is going to be fantastic. Cam Griggs and his team have put in a lot of work over the cold and wet winter. Changes to a number of holes including the 17<sup>th</sup> and 18<sup>th</sup> holes. The construction of our new putting green that has been such a marvellous addition for our Members and guests. It is such a bonus that we can have these changes to the course completed by our own staff. Congratulations to Cam and his team, the amount of positive feedback that the Club receives is a credit to this group. We have Gwen Higgins and the Greens and Grounds Committee to also thank for the condition of MCC. This is a very hardworking group, following the plan from Ben Davey to provide the best course we can. Gwen has put two years into leading this group and has done a wonderful job. Thank you Gwen.

Mark Brooker and his team in the Bidgee Golf Shop have been exceling again as part of our Club. Improvements on the driving range, new signs, levelled and couch grass, nets, undercover and of course the new Trackman facility. All of these improvements together with the great staff at Bidgee Golf shop, providing lessons and tips for our membership only contributes to the whole experience. A great bonus for MCC to have Mark Brooker sign on for another five years.

Our GM Scott Elias has led from the front for another year. It is not an easy job being a General Manager. Scott continues to take everything that is thrown at him in his stride and deals with it accordingly. He is always happy to chat to members in and around the clubhouse but also happy to have the tough conversations. Well done Scott and I believe the current position of the club starts with your leadership.

Scott will always be the first to pass on the praise to his staff and rightfully so. Debbie Cooper is one of the most vital staff in the club. For 4 years I have been part of this Board, and every year Deb keeps going above and beyond, ensuring all the admin and day to day running of the Club is smooth and hassle free. Deb would be an asset to any business. Thank you for all that you do. Alex Kimmorley has been magnificent in the kitchen. Even through the cold of winter we still had great numbers rolling through on Friday nights. Having a chef around the Club for lunches and even a after round bowl of chips has been amazing. It doesn't come without its own issues that Alex has been able to sort through with the minimum of fuss.

I would like to thank the MCC Board for 2025 for being extremely proactive and hardworking. I have looked forward to every Board meeting and navigating through the process to get to the outcome that is best for MCC. We have had a fantastic Board that has led MCC to be a premier golf destination, I hope that this can continue with our future Board. Rod Philpot stepped up to fill vacant VP position. Thank you, Rod I appreciate the help and support you provided. Rod is always available to help and brings a calm presence to every situation. Alan Galbraith in his final year as Director of Finance. Thank you, Alan you have

taken this role and made it your own. The presentations to the membership, to the Board and people outside of the Club have been full of information. To produce Financials like the club has this year is a result of hard work and a sound process from the Director of Finance.

Our Captains, Donna Chalmers and Andrew Barber have been so busy again. These two roles are extremely hands on within the Club. Donna and Andrew have led from the front, organising Matchplay events, pennants, Club Championships and social events. MCC would not be the Club that it is without the leadership displayed from them. I thank Andrew for the last couple of years as Men's Captain, he will now be stepping down. Andrew has always been prepared to make the tough decisions. Popular or unpopular I feel that it was always the right decision made. You lead from the front, organisation was second to none and your commitment to the task unmatched. Thank you and enjoy your golf without the questions!!!

After four years this is my last as President of MCC. With my four daughters growing up I need to dedicate more time to them and my wife, Marnie. They have provided a lot of support over the last four years which has enabled me to complete this role and it's time to give back. I have thoroughly enjoyed the challenges, exciting times and not so exciting times that we have had along the journey. I wanted to leave MCC in a better position than when I stepped into the role and I feel I have accomplished that. Thank you to the Members and staff that have supported me along the journey.

*Pete Murrell*  
*President*

## DIRECTOR FINANCE REPORT

As reflected in the financial statements contained in this Annual Report, 2024/25 was overall a sound year financially with a surplus of \$430,090 in comparison to the reported surplus of \$117,058 for 2023/24. At the end of the 2024/25 Financial Year the Club is in a sound financial position as highlighted in the Statement of Financial Position.

Some contributing factors to the 2024/25 Financial Year surplus were:

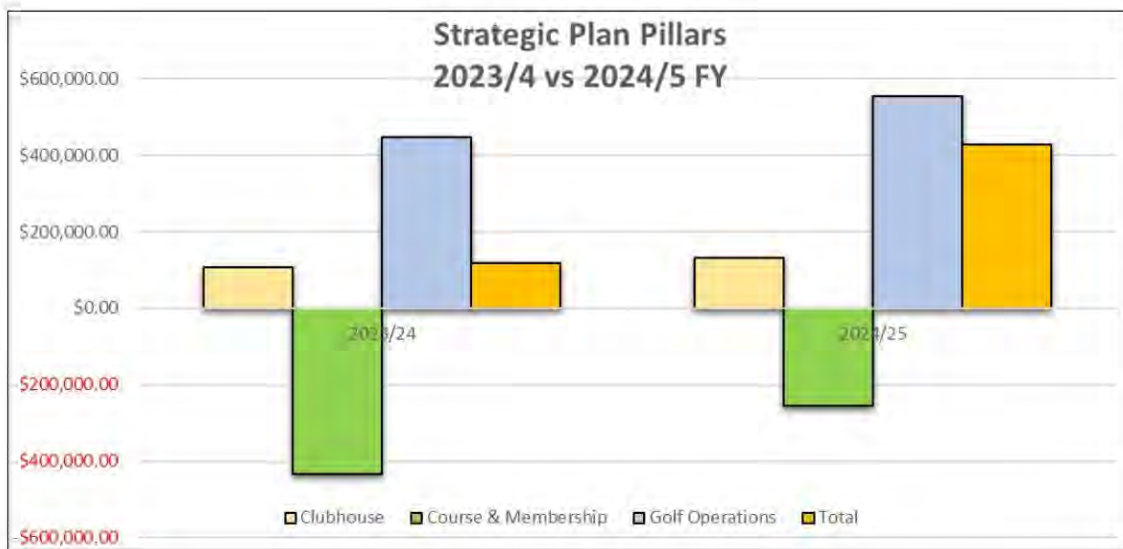
- Continuing growth in membership and rounds of golf (both member and visitor);
- Final receipt of the insurance payment arising from the December 2023 storm damage and business impacts; and
- ACT Government grant toward the Trackman/Training facility.

As foreshadowed in the Budget Briefing in May 2024, in addition to the business-as-usual maintenance activities, there was a significant investment in course and facilities of the Club during 2024/25 including:

- New practice putting green;
- Continuation of the bunker and course improvements in alignment with the Masterplan;
- Driving range improvements;
- Concreting and sealing of pathways and roads;
- Improved sound system and noise reduction; and
- Bar and bistro improvements.

During the 2024/25 financial year, funding was also provided to investigative and design works for: on-course toilets, extension to the Clubhouse, and upgrading of the course irrigation system. The 2025/26 Financial Year Budget Briefing presented in May 2025 included the next stage of these initiatives and other projects on course and our Member and visitor facilities.

In line with the Strategic Plan, the Board has focused on the core pillars of its activities comprising: Clubhouse and Surrounds; Course and Membership and Golf Operations.



Our operating expenses continue to increase, including those related to many of the materials required for the course and our various projects. These rising operating costs will require ongoing consideration of the funding contributions and options from members and other sources.

In comparison to the previous financial year, when the Strategic Plan pillars are considered:

- The Clubhouse’s overall surplus was approximately 30% higher in 2024/25 indicating sound performance across all facets, albeit slightly lower than budgeted. Continued improvement in Clubhouse services and facilities continued to be a focus of the Board and further investment in this area has been budgeted for 2025/26.
- Course & Membership revenues were approximately 25% higher in 2024/25, reflecting increased membership numbers, as well as receipt of a grant for the teaching facility and insurance payment (as referred to earlier in the report). Expenses were generally in alignment with the budget, noting the capitalisation of course and clubhouse projects. Significant investment has been budgeted for 2025/26 as the Club undertakes a range of improvements across the Course and Clubhouse.
- Golf Operations revenues were approximately 15% higher in 2024/25, reflecting increased member and non-member utilisation of the facilities (including the course, driving range and golf carts), whilst expenses were generally similar to 2023/24. Availability of the course is an obvious contributor to this Strategic Pillar with the impact on the Club’s overall sustainability into the future.

As highlighted at the 2025/6 Budget Briefing to members on 20 May 2025, the ageing course irrigation infrastructure remains a key risk for the Club. It will require significant investment to reduce the risk of a major outage/failure, facilitate improved maintenance, and enable improved water utilisation efficiency. The funding of these works remains a key focus for the Board, with various options (including seeking government support) under consideration and development.

Following on the previous financial year, during 2024/25 various measures were implemented to contribute to improved financial management and governance, including:

- Continuation of the Finance Committee of the Board, which meets monthly prior to the Board meeting and provides the Board with financial reporting and analysis in partnership with the Club's Executive Team. Peter Brown and Sean Galbraith both volunteered to join the 2024/5 Finance Committee contributing their professional expertise, and enthusiasm to the benefit of the Club.
- Continuation of financial reporting aligned with the Strategic Plan pillar framework, underpinning reporting to the Board and ultimately members.
- Continuation of improved budgeting processes and modelling.
- Review and updating of the Club's asset and Equipment registers facilitating improved budgeting and equipment replacement planning.
- For the second year, a budget briefing was provided to interested members on 20 May 2025, with a copy of the briefing provided to members after the briefing.

I would like to recognise and thank the following for their commitment, effort and dedication over the past year in supporting the financial management of the Club:

- The members and advisors to the Finance Committee - Peter Brown, Sean Galbraith, Rod Philpot, Scott Elias and Debbie Cooper.
- MCC Club Management and staff.
- My fellow Board members.

Finally, thank you to all of the Club's volunteers, no matter what role you fulfil, for your contribution. Without volunteers, the Club would not be in our current sound financial position.

*Alan Galbraith*  
*Director Finance*

## GENERAL MANAGER'S REPORT

I am pleased to report that the Club turned an operating surplus of \$430,090 for the 2024-2025 financial year. It needs to be noted that this figure includes the income from the ACT Government grant for the Trackman Teaching Facility and associated driving range upgrades. This is a good result but, with an eye on future works, this surplus could be important to fund the Club's ageing irrigation system.

The Club has built on last year's result and had another successful year completing budgeted capital works projects in line with the Club's Strategic Plan 2023-2028. The Club's Strategic objectives are:-

- Golf Course - Provide a Golf Course that is enjoyable and challenging and meets the needs and expectations of golfers of all abilities.
- Membership - Maximise our membership potential by providing a range of membership options to cater for the needs of current and future members with an emphasis on pathways for Junior golfers.
- Clubhouse - Present a Clubhouse that provides a safe and enjoyable environment with high quality facilities and hospitality services.
- Golf Operations - Deliver the best golfing services in Canberra.
- Financial Sustainability & Governance - Ensure a sustainable financial future through sound management and corporate governance practices.

The Club's achievements in the last 12 months that align with the Strategic Plan:-

### Golf Course

- *Implement the approved recommendations of Contour Golf's Bunker & Course Improvement Plan:*
  - 3<sup>rd</sup> Hole Works – completed mid 2024 with the construction of a new bunker on the right side just short of the green, the reconstruction of the left hand greenside bunker and the lifting and re-turfing of the front of the green to improve drainage.
  - 8<sup>th</sup> Hole Works – completed mid 2024 and included the reconstruction of both greenside bunkers and the re-turfing of the fairway on the right hand side towards the green.
  - New Putting Green – completed and opened in March 2025. This green will provide Members and non members with a superior practice facility that will last for the next 40+ years. This was one of the biggest capital works projects that the Club has embarked upon for many years and whilst architecturally designed, most of the work was completed in-house.

- *Continue the resurfacing of all paths and service roads with high grade, durable materials such as recycled bitumen:*
  - Path 2<sup>nd</sup> hole & 4<sup>th</sup> to 5<sup>th</sup> holes – completed through 2024 and included the concreting of the 2<sup>nd</sup> pathway and asphaltting the pathway from the 4<sup>th</sup> to 5<sup>th</sup> holes.
- *Complete the tree rationalisation plan/rationalise all garden beds:*
  - Work continues in this space through the Greens & Grounds Committee with great input of Committee Member, Andrew Carter. Many weed species have been removed and eradicated from golf course land. Together with the rationalisation of weed species, the Greens & Grounds Committee is also reviewing a Tree Planting Policy that will be tabled at a future Board meeting for approval.
- *Replace the Course irrigation system with an up-to-date system that utilises technology-based water management techniques:*
  - Preliminary works completed including a feasibility study. An application for the Community Sports Facilities Program grant will be submitted in the next financial year.
- *Repair/replace perimeter fencing:*
  - On-going work and a big thanks to the three volunteers - Ralph Wittwer, Kent Jorgensen and Quentin Stevenson-Perks. The fencing along the driving range, 2<sup>nd</sup> and 3<sup>rd</sup> holes have been completed and work to replace fencing above the 10<sup>th</sup>/11<sup>th</sup> and along the 4<sup>th</sup> & 5<sup>th</sup> holes will be completed in the next financial year. Also, a big thank you to the three Members who donated funds to enable this project to come to fruition.

### Membership

- *Establish targeted recruitment and retention programs focussing on:*
  - Junior/Youth golfers – Scholarship program continues for emerging and elite female and male juniors;
  - Women golfers – continued female golf clinics and Swing Fit classes for the beginner golfers conducted through the Golf Shop. The Club maintained its status as a signatory to the Charter in Women's Golf

### Clubhouse

- *Undertake necessary improvements to the Club acoustics, lighting, PA/audio systems and heating/cooling functionality:*
  - Noise reduction – installed April 2025 - acoustic panels installed on the Clubhouse ceiling to reduce noise;
  - Upgrade of our alarm system including internal and external cameras;
  - Heating and cooling upgrades budgeted for 2025-2026 financial year.

- *Review catering options with a view to improving the provision of food services to suit golfing clientele, more variety for in-house diners and to improve the revenue flow to the Club:*
  - Club Survey – circulated to all Members in December 2024 and feedback has been used to evolve services and meal offerings.
  - Kitchen equipment – purchase of vacuum packing machine, robo coupe blixer & vitamix machine. This enables us to offer an expanded and varied menu.
  - Bar floor / Glasses Chiller – completed May 2025 – new floor and new glasses chiller installed.

### Golf Operations

- *Continue to invest in the latest technology to ensure all services and equipment are of class leading quality.*
  - Teaching Facility & Driving Range – completed and opened in March 2025. The works included the Trackman Teaching Facility and upgrades to the driving range including releveling and returfing of the teeing surface, the installation of a shade sail, new targets and new artificial mats.

### Financial Sustainability & Governance

- *Finalisation of revised Club Rules, By-Laws & Governance Charter.*
  - These documents are currently being reviewed by the Club’s lawyers and will be presented to the incoming Board for further input.
- *Investigate new sources of revenue - potential sale/development of parcels of land.*
  - The Club continues to talk to prospective developers regarding the land above the 14<sup>th</sup> & 15<sup>th</sup> holes. There is nothing new to report at this stage.

A capital works program has been drafted for 2025-2026 and work will begin in earnest to deliver these works on budget within an appropriate timeframe.

**Membership** The overall membership numbers have continued to increase from last year:-

*Total members as of 30<sup>th</sup> June 2024 = 1,203 vs 30<sup>th</sup> June 2025 1,318*

Pleasingly, we have seen a rapid increase in the number of younger Members with 112 juniors as of 30<sup>th</sup> June 2024. The increase in numbers is reflective of the great work that Jane Harriss, Junior Co-Ordinator, Jonathan Hickman and Mark Brooker have done in this space. A big thank you to Alan Galbraith from Galent Management Consulting for his contribution to junior golf over the last 12 months.

Overall, we have had an increase across the 7 & 5 Day categories of 47 Members. Whilst this is another good result for the Club, managing the day-to-day competition fields has been a challenge with many fields at capacity. The nomination fee is a tool the Board can use to manage new members and are able to increase as demand dictates. The Board recently agreed to increasing the nomination fee from \$500 to \$1,000 for the 2025-2026 financial year.

Like every Club there will be an attrition rate at the end of financial year. Most members leave because of ill health or are moving interstate and very few leave because of value for money or the facilities offered.

**Clubhouse** Our Executive Chef, Alex Kimmorley, has now been in his role for just over two years. I continue to receive positive feedback on all aspects of the food delivery, however, we are always looking to evolve the offerings. A seasonal menu is now released in April & October with the specials board on a Friday night offering seasonal produce. The Club has also invested considerable money into the ageing kitchen to ensure that Alex has the ability to provide a wide range of meal options.

The Club does hold a few private functions each year that do impact on Member services. I thank everyone for their understanding when this does occur.

The Friday Night Putt4Cash, raffles and Jackpot Joker are still very popular and we continue to evolve what is offered. Once again, a big thank you to everyone for supporting the Club on Wednesday and Friday nights.

In line with the feedback from the survey, I continue my regular updates of what is going on around the Club and course. This year we have also added seasonal updates in the Course Report. Continual improvement of these updates will ensure the information disseminated is of value to everyone.

**Golf Services** The Club hosted an All Abilities Golf Day in November 2024 which saw 16 children attend clinics with Nikki Campbell. The children hit balls on the driving range and had a putt and a chip. It was great to see such a good turnout with some children travelling from as far away as Crookwell. This was the first time any golf course in region had offered a day such as this.

On another positive note, Mark Brooker has come to terms with the Club and signed a five year extension of his contract. This will take Mark and his team through until December 2030. This a great result for the Club and Bidgee Golf Shop.

**Sponsors** There are many sponsors who contribute greatly to the Club for major events and golf course infrastructure. Many of the names and logos of the sponsoring companies are displayed on the website, clubhouse leader boards and tee signs. Please support these sponsors where possible. A big thank you to our major sponsor over the last 12 months, The Energy People for their continuing support.

The sponsorship packages for the year ahead will see some major changes with different tiers offered.

**Staff** I would like to personally thank:-

- The Course Staff led by Cam Griggs and Chris Patrick.
- The Bidgee Golf Shop led by Head Professional, Mark Brooker and Teaching Professionals, Jonathan Hickman, Dave Sherlock & Nikki Campbell; Shop Assistants, Neal Williams, Claire & Emma Brooker.
- The Bar Manager, Ian Callender, Executive Chef, Alex Kimmorley and all the casual clubhouse staff.

To the Assistant General Manager, Deb Cooper, who provides me with advice and support to ensure the smooth running of the Club's operations. Her knowledge and dedication to her role is much appreciated.

To the Board, led by President Pete Murrell, who have supported me in everything that we have achieved in the last 12 months. At times we have had robust discussions, but the Board has always remained cohesive and worked in the best interests of all Members.

To Ron Van Setten, the Volunteer Co-ordinator, and all the volunteers that donate their time so generously – thank you, everything you do is much appreciated. Without volunteer support, the Club wouldn't be where it is today.

And last but not least, to the Members, I thank each and every one of you for your support.

*Scott Elias*  
*General Manager*

## DIRECTOR COURSE REPORT

I am pleased to present the 2024/25 Annual Director Course Report. Over the past twelve months the course has undergone a series of significant enhancements reflecting our ongoing commitment to playability, quality and long-term improvements. This report outlines the progress achieved and acknowledges the efforts of those who made it possible.

First and foremost a sincere thank you to Cam Griggs and the Course staff for their tireless dedication to maintaining the course and the expertise they bring in delivering major projects. Many clubs are required to outsource such works at considerable costs; we are fortunate to have this talent in-house. Several outstanding projects were completed this year:

- The New Practice Putting Green – a fantastic facility that is already a favourite among members and guests.
- New Bunkers at the 3<sup>rd</sup> and 8<sup>th</sup> holes – these upgrades have added both challenge and character to the course layout.
- Driving Range Construction – a substantial augmentation to our practice facilities, providing players of all levels a space to improve their game.
- Permanent Paths – new permanent paths installed, one at the 2<sup>nd</sup> tee and one between the 4<sup>th</sup> and 5<sup>th</sup> improving access on these slippery downhill sections.

These projects have significantly improved both the golfing experience and the overall infrastructure of the club.

Our volunteers have once again done a tremendous job this year. Each individual has generously contributed their time to support course maintenance and improvements. Capably lead by Ron Van Setten, the Volunteer Co-ordinator, the team contributed many hours of work, equating to the support of 1.5 full-time employees. Thank you for your time, skills and enthusiasm, your efforts benefit the entire club!

I would like to thank Scott Elias and Debbie Cooper, and the Board for their ongoing support and guidance throughout the year. I would also like to acknowledge and thank the members of the Greens and Grounds Committee: Ron Van Setten, David Pennell, Andrew Carter, Narelle Woods, Andrew Brient, Chris Bailey, Cam Griggs and Scott Elias. It has been my pleasure to work with such an amazing team of people.

*Gwen Higgins*  
*Director of Course*

## WOMEN'S CAPTAIN REPORT

It is with great pleasure that I present to you the annual report as Women's Captain for 2025. The past year has been filled with exciting events, achievements and camaraderie that defines our club.

I am proud of the position of our women's membership. We now have over 200 members in playing categories, with the Lifestyle category seeing the biggest growth in numbers. The special measures around women's competitions coupled with the flexibility to participate in medley competitions continue to attract 'new to the game' and transferring/returning women golfers. We persist in fostering the strong equity culture implemented by our predecessors.

There have been some big changes around our competitions this year. The introduction of Multi-tee and NTP MiScore app functions to name just two. We are striving to offer these enhancements to increase the enjoyment of our great game.

One of the highlights of the year was our successful Women's Open held in May. Congratulations to the 120 participants from 14 different clubs. A special shoutout to the Gross winner from Goulburn, Hope Cohen. It was a joy to see the clubhouse full of women enjoying lunch and celebrating their love of golf while we showcase our fabulous hospitality.

The Club Championship was played over 4 rounds finishing on the first Sunday in November. 55 players took part in the graded and veterans categories. It was disappointing that the junior entries were insufficient to award the trophy this year.

We celebrate our 2024 Club Champions.

2024 Club Champion	Susan Harrison
2024 Division 2 Champion	Heather Miller
2024 Division 3 Champion	Betty Curtis
2024 Veterans Champion	Christine Gorman
2024 Junior Champion	Not held

Other honour board winners in 2024 were:

2024 Singles Matchplay Champion	Bev Sims
2024 4BBB Matchplay Champions	Kym Smith and Dale Williams
2024 Foursomes Champions	Claire Brooker and Emma Brooker
2024 Medal of Medals	Joyce Edmonds

Murrumbidgee participated in and hosted all five pennant divisions during the season. Forty two players represented the club in the true spirit of competition and friendship. The headline results this year did not include a pennant win however the Bruce Cup team lost in a very close final and the Brindabella team lost their semifinal.

Our women have had a fabulous year winning charity events, Open days and interclub matches conducted by the CSGA. While most of these are not attended in a representative capacity the 'Bidgee women' have been observed on podiums around the local region and beyond. The most notable of these was a representative group of eight that won the Canberra Shield.

I would like to express my sincere gratitude to the Committee Members, volunteers, and staff who have worked tirelessly to ensure the smooth and profitable running of our club, the course and its competitions. Your dedication and hard work have not gone unnoticed, and I am truly grateful for your support.

Looking ahead, I am excited about our upcoming projects and the opportunities that a financially healthy club operation provides for us. I am confident that with your continued support and enthusiasm, we will grow and thrive as a community of passionate golfers.

Thank you to each and every one of you for your commitment and dedication to our Club. As Women's Captain, it is a privilege to serve such a diverse and inspiring group of individuals.

Here's to another successful year of golf and camaraderie at Murrumbidgee.

*Donna Chalmers*  
*Women's Captain*

### **SHORT COURSE REPORT**

It is pleasing to see a steady increase in the numbers in the weekly Thursday competition. Due to popular demand we have included more 18 hole events in the fixtures.

In September 2024, 98 players including six visitors contested the ACT Short Course Open. Congratulations to the Champions Glen Tobin (60) and Aki Ishikawa (79) ocb Deb Lee.

The 9 Hole Club championship held over 2 rounds in May saw 35 participants. Congratulations to Sue De Sousa (9) 36 points (Sandra Fenwick Trophy) ocb Sue Hennessy and Joe Lopez (1) 39 points (Ron Shepherd Trophy).

Thanks to the office staff, Match Committees, Golf Shop team, and Course staff for their support and help during the year.

*Heather Millar*  
*Convenor Short Course Committee*

## JUNIOR REPORT

The Club's Junior Program continued to go from strength to strength during the year, with 42 new juniors joining the Club. At the end of June, the Club had 112 junior and sub-junior members. Just three years ago, the Club had 34 junior and sub-junior members, and five years ago only 20.

Twenty-five young golfers participated in the Club's rolling scholarship program during the year – from younger boys and girls who are just starting out on their golfing journey, to our more experienced junior golfers who already have handicaps and participate regularly in Club and regional competitions.

The scholarships, which are subsidised by the Club, are in addition to the Pee Wee and Junior Clinics, and private lessons already offered by our Club professionals. They all aim to build young golfers' skills in a safe, fun and supportive atmosphere.

This year, 19 juniors (13 boys and 6 girls) put their hands up to represent the Club at junior pennants. The Club's philosophy is that all juniors who are prepared to play for the Club get a game. This enables them to play at different courses, meet juniors from other clubs, and experience golf as a team sport rather than only an individual pursuit. The highlight of the season was Murrumbidgee beating top-of-the-table Yass at Royal Canberra, the first time Yass has been beaten in a preliminary match in 4 years.

We are continuing to advocate for Murrumbidgee to be able to field two junior pennant teams – an A-grade side, and a Development side. The Club is also looking to transition some of our experienced juniors into adult pennants, with Jack Miels-Barratt and Sam Rizzuto playing a match with the A3 Men's Pennant team during the year.

As part of the junior program, every new junior who joins our Club is provided with a Welcome to Murrumbidgee kit including balls, markers, tees, shot counters, a divot repairer, information on golf etiquette and a Murrumbidgee cap. This is proving to be a highly effective form of marketing, with many of our juniors promoting our Club through wearing their Murrumbidgee caps when they play in local and regional competitions.

This year, for the first time, the Club's Junior Development Committee included a junior Member – Charlie Dickson. In order for the Club to best meet the needs of its junior Members, it is important to hear their voice. Charlie will be a strong advocate for junior golf at our Club, and an effective conduit between the Board and the Club's younger members.

The Club's commitment to promoting junior golf in our region was also reflected in our hosting of a number of significant junior events during the year including Jack Newton Junior Weeks of Golf; a All Abilities Sports Day; and the memorable ACT Junior Championships. Scott Elias was instrumental in attracting these events to our course, and I thank him for that. I also thank Cam and his team for presenting the course in immaculate condition for these events. I would also like to thank Galent Management Consulting for their sponsorship during the year and, in particular, Jonathan Hickman for his continued commitment to junior golf at our Club. This commitment underpins the strength of Murrumbidgee's Junior Development Program.

*Jane Harriss*  
*Junior Co-Ordinator*

## MEN'S CAPTAIN REPORT

I would like to sincerely thank the current Match Committee for their assistance in the past twelve months. Along with a well run Golf Shop, an engaged and active General Manager and a progressive and hard working Women's Match Committee we have managed competitions, Local Rules, Pennants and major events.

2024/25 Men's Match Committee members were:

- Leo Kennedy
- John Barbour
- Pete Cotterill
- Des Desfontaines
- GM - Scott Elias
- Pro - Mark Brooker

As a key part of the MCC vision your Board and both Match Committees have a focus on *'providing a golf course that is enjoyable and challenging and meets the needs and expectations of golfers of all abilities'*. As per my message last year, I see 2025/26 as one of opportunity. MCC continues to go from strength to strength - and yet there is a lot more that can be achieved.

Specifically, I think we have opportunity to:

- Offer a more **respectful, inclusive and kind** place to enjoy our sport
- Integrate and on board our **new members** better
- Offer pathways for Member's to incrementally learn and benefit from the **Rules of Golf**
- Increase the communication, professionalism, variety, and value in our **Competitions**
- **Learn and implement best practice** for members and golf competitions into the future.

One of the greatest challenges for all golf clubs is the management of time sheets, promoting more patience, respect and inclusiveness from members. Particularly regarding the widespread use of 'blockers', through sheer refusal to play golf with other members. This is neither in the spirit of golf or MCC – it would be great to see significant discussion and a push from all members to change these practices, for the benefit of all.

As the departing Men's Captain, I'd like to thank all members for their support over the last few years, it has been a pleasure and an honour to assist this great Member's Club. Good luck to the new Captain and their supporting Match Committee.

*Andrew Barber*  
*Men's Captain*

## DIRECTOR HOUSE REPORT

The Murrumbidgee Country Club continued to be progressive in all aspects of its operations in 2024-25. Improvements to clubhouse operations were done to meet both WHS needs and the clubhouse development master plan that was developed last financial year. Clubhouse operations continued to flourish under Scott's management. My Committee and I continued to work constructively with Scott on progressing matters relating to the clubhouse and focusing on providing improved services to members. The basic premise in providing services to members is to be cost neutral, however pleasingly, the house activities (catering, gaming and bar) again operated at an overall surplus in 2024/25.

Significant matters of interest during the year include:

- Alex Kimmorley continued as Executive Chef and quality of food, menu options, pricing, and service expectations were a focus. Scott and Alex's management of all aspects of food and beverage services and the ability to run one team of kitchen and bar staff has continued to enhance efficiency and service delivery to members and guests. Pleasingly, kitchen and bar staff interact well with patrons and the lack of turnover greatly assisted this. The kitchen functionality was enhanced and equipment further upgraded. Menu changes occurred for the summer and winter seasons. Catering is also available for booked private functions. Daytime food services available to members were also regularly reviewed. Winter patronage was pleasing and it is great to see more local family groups enjoying the club facilities. The Club has also promoted its services via the Gleneagles estate Facebook site.

- A survey was presented to members in late 2024 and results were considered when clubhouse enhancements were implemented. Projects completed or in progress include improvements to acoustics with the installation of ceiling baffles, bar facilities have been upgraded and the sound system further enhanced. The alarm system and security cameras have also been upgraded. Further projects are planned for 2025/26 including a new ticketing for the poker machines and new reverse cycle heating/cooling. The intent remains for the Club to be the best it can be in the provision of member services.

- We continued to offer Friday Night Raffles and Putt for Cash which are well supported by a growing number of members and family groups. Although quieter in winter, it has not been unusual for all available tables to be full on a Friday night. Raffles include a number of envelopes with mystery club cash prizes. The introduction of a bonus wheel and more recently a card reveal were well received and represent the last prize draws of the night. We appreciate the support of the Club for providing prizes. Special hampers were produced for Easter and Christmas. "Putt for Cash" remains a popular event and it also contributes funds to the Club as do the popular Haggie Sheets. Ways of enhancing these activities are constantly under review. In addition, children attending continue to utilize the several activities introduced by Scott and the House Committee to make their Friday night an enjoyable experience.

- The Committee looks forward to continuing to work supporting Scott and his team and is appreciative of their pro-active style, can-do attitude, and positive commitment to the operations of the House.

Finally, I would again like to thank the Board of Directors for their support, including the initiation of ideas to enhance the provision of services to members. Special thanks to Lyn Bendle, Maureen Keogh and Scott for being part of the House Committee and for their contributions and innovations throughout the year. Thanks also to the Friday night support crew including John McCullough, Mick Keogh, Peter Murrell and Ron Tanner. With the help of all, and the excellent work from Alex as Executive Chef and his kitchen and bar team, we have been able to enhance clubhouse operations and the provision of services to members.

*Rod Philpot*  
*Vice President*

## SENIORS REPORT

The MCC Seniors Group has had a very successful year with 168 registered members this year. We had average fields of about 70 each Friday. We conducted 9-hole competitions each Friday with a both a 9 and 18 hole competition on the last Friday of each month. There is also a very well attended Shotgun Start Day on the 3<sup>rd</sup> Friday of each month. The Seniors have also introduced the very popular Multi Tee concept in all our competitions.

The competitions are Medley events comprising Stableford, 4BBB, Foursomes, Green Course and Ambrose events.

### **Senior Competitions and Results**

During the year the Seniors Committee conducted the following MCC Seniors only competitions:

- The Ron Skipper Trophy – an MCC Honour Board Event
- The Battlers' Bowl
- An Individual Eclectic Competition twice a year over a 6 month period
- A Seniors Match Play Championship, and
- An Improver's Trophy.

The Seniors Group also have two regular "Golfaways" each year and were again organized by MCC Life Member, John Schaeche: in April 2025 we travelled to Parkes and have a trip planned to Lakes Entrance in Victoria in mid October. We play for four trophies while away for 3 days of golf. This year's Autumn winners were:

- Overall Autumn Champion was Mark Regan;
- Men's Champion was Joe Lopez;
- Women's Champion was Connie Lopez; and
- The Lowe Trophy was won by Mark Regan and Joe Lopez.

The Ron Skipper Trophy is awarded to the player achieving the highest aggregate Stableford score over his/her best six 18-hole rounds throughout the competition year. The winner in 2024 was Tim Skinner, while the 2025 winner will be announced at the Seniors Christmas Lunch in December. We will also hold the Ron Skipper Shootout between the top 12 Skipper finalists with this year's winner Ramesh Wijeratne.

The Battlers' Bowl is open to men (handicap >30) and women (>35) and is awarded to the player achieving the highest aggregate Stableford score over his/her best six 18-hole rounds throughout the year. This trophy was won in 2024 by John Murray and the 2025 winner will announced at the Seniors Christmas Lunch.

The 2025 Seniors Golf Championship (played over 2 weeks) was won by Brian Jones.

The 2025 Seniors' Match Play competition for 2024 was Peter Brown, and the 2025 event is in progress with a number of matches still to be decided. The winner will be announced at the Seniors Christmas Lunch.

The Most Improved player in 2024 was Howard Moffatt while the winner for 2025 will be announced at the Seniors Christmas Lunch.

From a social aspect the Seniors Group hold a get together and presentation after each Shotgun Start game on the 3<sup>rd</sup> Friday of each month. We also have a Christmas lunch in December and a Midwinter lunch in July which are always well attended by members and their spouses/partners.

MCC members over 55 years are welcome to join the Seniors Group. Our 9-hole Friday medley competitions are a good way to introduce new players to the club and to the joys of golf in a relatively social context.

*Dave Tronerud  
Captain, MCC Seniors Group*

## 2024 – 2025 HONOUR BOARD

<b><u>CLUB CHAMPIONS</u></b>			
<b>Men 2024</b>		<b>Women 2024</b>	
A Grade	Phil Southerton	Div 1	Susan Harrison
B Grade	Ric Jarratt	Div 2	Heather Millar
C Grade	Derek Smith	Div 3	Betty Curtis
Junior	Jack Miels-Barrett	Junior	Not held
Senior	Steven Harrison	Veteran	Chris Gorman
<b><u>MURRUMBIDGEE OPEN</u></b>			
<b>Men 2025</b>		<b>Women 2025</b>	
Adam Granquist (RCGC)		Hope Cohen (Goulburn)	
<b><u>FOURSOMES CHAMPIONS</u></b>			
<b>Men 2025</b>	<b>Women 2025</b>	<b>Mixed 2025</b>	
Josh Campbell	Claire Brooker	Tim Dennett	
Michael Williamson	Emma Brooker	Georgie Guthrie	
<b><u>MATCHPLAY CHAMPIONS</u></b>			
<b><u>WOMEN 2024</u></b>			
Bev Sims			
<b><u>MEN</u></b>			
<b>A Grade 2024</b>	<b>B Grade 2024</b>	<b>C Grade 2024</b>	
Stephen Grant	Andrew Champion	Frank Frezza	
<b><u>4BBB MATCHPLAY</u></b>			
<b>Men 2024</b>	<b>Women 2024</b>	<b>Mixed 2024</b>	
Gerrard Farrimond	Kim Smith	Rob Tidy	
Carlton Smith	Dale Williams	Doreen Culliver	
<b><u>RON SKIPPER SHIELD 2024</u></b>			
Tim Skinner			
<b><u>MEMBER OF THE YEAR 2024</u></b>			
Linda Philpot			

**Murrumbidgee Country Club**  
**ABN: 39 467 335 688**

**Financial Statements**

**For the Year Ended 30 June 2025**

**Contents**

**For the year Ended 30 June 2025**

	Page
<b>Financial Statements</b>	
Board Report	25
Auditor's Independence Declaration	28
Statement of Profit or Loss and Other Comprehensive Income	29
Statement of Financial Position	30
Statement of Changes in Equity	31
Statement of Cash Flows	32
Notes to the Financial Statements	33
Statement by Members of the Board	51
Independent Audit Report	52
Compilation Report	54

**Murrumbidgee Country Club Incorporated**  
**ABN: 39 467 335 688**

For the Year Ended 30 June 2025

The directors submit the financial report of the Association for the year ended 30 June 2025.

1. General Information

The names of the Directors as of the date of this report are:

Pete Murrell	President
Rod Philpot	Vice President
Alan Galbraith	Director of Finance
Vacant	Director of House
Gwen Higgins	Director of Course
Andrew Barber	Men's Captain
Donna Chalmers	Women's Captain
Jane Harriss	Director
David Atkins	Director

Directors have been in office since the 2024 AGM (31<sup>st</sup> October) to the date of this report.

**Principal activities**

The principal activities of the Association during the financial year were:

- Promotion of the sport of golf, and
- Encouragement of social interaction between participants of the sport.

**Significant changes**

No significant change in the nature of these activities occurred during the year.

**Operating results**

The surplus of the Association for the financial year after providing for income tax amounted to \$430,090 (2024: \$117,058).

Signed in accordance with a resolution of the Directors:

Director:  .....

Pete Murrell

Date: 21/8/25

Director:  .....

Alan Galbraith

**Director's Board Meeting Attendance**

**Financial Year 2024/2025**

Pete Murrell 11/12	David Atkins 9/12
Mick Keogh 3/4	Jane Harriss 11/12
Alan Galbraith 10/12	Mick Steele 2/2
Rod Philpot 11/12	Scott Elias (Secretary) 12/12
Gwen Higgins 11/12	
Andrew Barber 9/12	
Donna Chalmers 11/12	

**Board composition 2024/25**

Board composition from 1<sup>st</sup> July 2024 to date of this report. Members held Board positions for the duration unless specified otherwise:-

- Pete Murrell – President
- Mick Keogh – Vice President – until 31/10/24
- Mick Steele – Vice President – appointed 31/10/24
- Mick Steele – Vice President – until 23/01/25
- Rod Philpot – Vice President – appointed 23/01/25
- Rod Philpot – Director of House – until 23/01/25
- Alan Galbraith – Director of Finance
- Gwen Higgins – Director of Course
- Andrew Barber – Men's Captain
- Donna Chalmers – Women's Captain
- Jane Harriss – Director
- David Atkins – Director

In addition to the Board Meetings listed above, Directors were involved in numerous Sub Committee meetings.

FINANCIAL MEMBERS AS AT 30 JUNE 2025

Category	2025	2024	2023	2022	2021	2020	2019	2018	2017
7 Day	597	545	580	515	550	580	576	544	593
5 Day	219	224	224	211	238	227	223	205	226
Lifestyle	44	42	21	20	20	33	43	39	7
U25 Intermediate	64	39	41	29	22	20	21	29	24
U18 Juniors	75	52	33	22	12	13	18	13	21
Sub Junior	37	17	15	12	19	7	8	7	18
Sponsors	16	18	22	18	20	17	21	20	19
Life	2	3	3	6	6	6	6	6	6
Staff & PGA	26	32	23	12	11	12	6	3	0
Member for Life	35	35	35	35	35	35	30	30	30
Social Playing	16	18	19	19	7	8	0	0	0
Swingfit/Interim	6	4	13	11	5	1	4	0	0
<b>TOTAL PLAYING</b>	<b>1137</b>	<b>1029</b>	<b>1029</b>	<b>910</b>	<b>945</b>	<b>959</b>	<b>956</b>	<b>896</b>	<b>944</b>
Absentee	0	0	0	1	2	3	5	4	10
Dormant	38	44	29	44	35	16	11	18	21
Social	143	130	98	95	87	92	102	92	137
<b>TOTAL</b>	<b>1318</b>	<b>1203</b>	<b>1156</b>	<b>1050</b>	<b>1069</b>	<b>1070</b>	<b>1074</b>	<b>1010</b>	<b>1112</b>

## AUDITOR'S INDEPENDENCE DECLARATION UNDER APES 110 CODE OF ETHICS FOR PROFESSIONAL ACCOUNTANTS TO THE DIRECTORS OF MURRUMBIDGEE COUNTRY CLUB INCORPORATED

As lead auditor of Murrumbidgee Country Club Incorporated, I declare that, to the best of my knowledge and belief, during the year ended 30 June 2025 there have been no contraventions of:

- i. the auditor independence requirements as set out in the *APES 110 Code of Ethics for Professional Accountants* in relation to the audit; and
- ii. any applicable code of professional conduct in relation to the audit.



BellchambersBarrett



Jamie Glenn, CA  
Registered Company Auditor  
BellchambersBarrett

Canberra, ACT  
Dated this 21<sup>st</sup> day of August 2025

*Liability limited by a scheme approved under Professional Standards Legislation*

**Murrumbidgee Country Club Incorporated**  
**ABN: 39 467 335 688**

**Statement of Profit or Loss and Other Comprehensive Income**  
**For the Year Ended 30 June 2025**

	Note	2025	2024
		\$	\$
Total Revenue and Other Income	2	4,107,294	3,482,491
Cost of sales		(947,053)	(853,351)
Gross profit		<u>3,160,241</u>	<u>2,629,140</u>
Administration expenses		(303,130)	(289,436)
Course expenditure		(380,070)	(344,670)
Employment costs		(1,365,563)	(1,264,016)
Finance expenses		(17,586)	(7,114)
Depreciation expenses	7,8	(307,777)	(270,847)
Other expenses		(356,025)	(335,999)
<b>Surplus before income tax</b>		<u>430,090</u>	<u>117,058</u>
Income tax expense		-	-
<b>Surplus for the year</b>		<u>430,090</u>	<u>117,058</u>
Other comprehensive income for the year		-	-
<b>Total comprehensive income for the year</b>		<u><u>430,090</u></u>	<u><u>117,058</u></u>

The accompanying notes form part of these aggregated financial statements.

**Murrumbidgee Country Club Incorporated**  
**ABN: 39 467 335 688**

**Statement of Financial Position**  
**For the Year Ended 30 June 2025**

	Note	2025	2024
		\$	\$
<b>ASSETS</b>			
<b>CURRENT ASSETS</b>			
Cash and cash equivalents	3	1,628,244	1,498,973
Trade and other receivables	4	55,955	62,996
Inventories	5	24,161	16,635
Other assets	6	66,863	56,908
<b>TOTAL CURRENT ASSETS</b>		<b>1,775,223</b>	<b>1,635,512</b>
<b>NON-CURRENT ASSETS</b>			
Property, plant and equipment	8	2,485,432	1,928,243
Right-of-use assets	7	36,021	171,105
<b>TOTAL NON-CURRENT ASSETS</b>		<b>2,521,453</b>	<b>2,099,348</b>
<b>TOTAL ASSETS</b>		<b>4,296,676</b>	<b>3,734,860</b>
<b>LIABILITIES</b>			
<b>CURRENT LIABILITIES</b>			
Trade and other payables	9	224,488	283,970
Lease liabilities	11	37,161	60,626
Financial liabilities	12	65,763	-
Employee benefits	10	185,072	160,184
Other liabilities	13	777,072	784,094
<b>TOTAL CURRENT LIABILITIES</b>		<b>1,289,556</b>	<b>1,288,874</b>
<b>NON-CURRENT LIABILITIES</b>			
Lease liabilities	11	1,716	105,386
Financial liabilities	12	239,475	-
Employee benefits	10	5,223	9,984
<b>TOTAL NON-CURRENT LIABILITIES</b>		<b>246,414</b>	<b>115,370</b>
<b>TOTAL LIABILITIES</b>		<b>1,535,970</b>	<b>1,404,244</b>
<b>NET ASSETS</b>		<b>2,760,706</b>	<b>2,330,616</b>
<b>EQUITY</b>			
Retained earnings		2,760,706	2,330,616
<b>TOTAL EQUITY</b>		<b>2,760,706</b>	<b>2,330,616</b>

The accompanying notes form part of these aggregated financial statements.

**Statement of Changes in Equity**  
**For the Year Ended 30 June 2025**

<b>2025</b>	<b>Retained Earnings</b>	<b>Total</b>
	<b>\$</b>	<b>\$</b>
<b>Balance at 1 July 2024</b>	2,330,616	2,330,616
Surplus for the year	430,090	430,090
<b>Balance at 30 June 2025</b>	<b>2,760,706</b>	<b>2,760,706</b>

<b>2024</b>	<b>Retained Earnings</b>	<b>Total</b>
	<b>\$</b>	<b>\$</b>
<b>Balance at 1 July 2023</b>	2,213,558	2,213,558
Surplus for the year	117,058	117,058
<b>Balance at 30 June 2024</b>	<b>2,330,616</b>	<b>2,330,616</b>

The accompanying notes form part of these aggregated financial statements.

**Murrumbidgee Country Club Incorporated**  
**ABN: 39 467 335 688**

**Statement of Cash Flows**

**For the Year Ended 30 June 2025**

	Note	2025	2024
		\$	\$
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>			
Receipts from customers		3,890,830	3,392,760
Payments to suppliers and employees		(3,163,332)	(3,071,812)
Interest received		13,478	5,942
Net cash generated from operating activities		<u>740,976</u>	<u>326,890</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>			
Proceeds from sale of plant and equipment		-	-
Purchase of plant and equipment		(872,825)	(269,182)
Net cash (used in) investing activities		<u>(872,825)</u>	<u>(269,182)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>			
Proceeds from borrowing		355,837	-
Payment of lease liabilities		(44,118)	(66,865)
Payment of finance loans		(50,599)	-
Net cash generated from/(used in) financing activities		<u>261,120</u>	<u>(66,865)</u>
Net increase/(decrease) in cash and cash equivalents held		129,271	(9,157)
Cash and cash equivalents at beginning of year	3	<u>1,498,973</u>	<u>1,508,130</u>
Cash and cash equivalents at end of financial year		<u>1,628,244</u>	<u>1,498,973</u>

The accompanying notes form part of these aggregated financial statements.

**Notes to the Financial Statements**

**For the Year Ended 30 June 2025**

**NOTE 1: SUMMARY OF MATERIAL ACCOUNTING POLICY INFORMATION**

**Association Details**

The principal activities of the Association are to run a golfing club, giving members access to the golf course facilities and to promote a healthy lifestyle of the local community.

The financial statements were authorised for issue on **21<sup>st</sup> August 2025** by the Board.

**Basis of Preparation**

The financial statements are general purpose financial statements that have been prepared in accordance with Australian Accounting Standards – Simplified Disclosures of the Australian Accounting Standards Board (AASB) and the *Associations Incorporation Act 1991*. The Association is a not-for-profit entity for financial reporting purposes under Australian Accounting Standards.

Australian Accounting Standards set out accounting policies that the AASB has concluded would result in financial statements containing relevant and reliable information about transactions, events and conditions. Material accounting policies adopted in the preparation of the financial statements are presented below and have been consistently applied unless stated otherwise.

The financial statements, except for the cash flow information, have been prepared on an accrual basis and are based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and financial liabilities. The amounts presented in the financial statements have been rounded to the nearest dollar.

**Accounting Policies**

**(a) Income Tax**

No provision for income tax has been raised as the Association is exempt from income tax under Div 50 of the *Income Tax Assessment Act 1997*.

**(b) Inventories on Hand**

Inventories held for sale are measured at the lower of cost or net realisable value. Costs of purchased inventory are determined after deducting rebates and discounts.

**(c) Property, Plant and Equipment**

**Plant and equipment**

Plant and equipment are measured on the cost basis and are therefore carried at cost less accumulated depreciation and any accumulated impairment losses. In the event the carrying amount of plant and equipment is greater than the estimated recoverable amount, the carrying amount is written down immediately to the estimated recoverable amount and impairment losses recognised either in profit or loss or as a revaluation decrease if the impairment losses relate to a revalued asset. A formal assessment of recoverable amount is made when impairment indicators are present (refer to Note 1(g) for details of impairment).

The cost of fixed assets constructed within the Association includes the cost of materials, direct labour, borrowing costs and an appropriate proportion of fixed and variable overheads.

Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the Association and the cost of the item can be measured reliably. All other repairs and maintenance are recognised as expenses in profit or loss during the financial period in which they are incurred.

**Notes to the Financial Statements**  
**For the Year Ended 30 June 2025**

**NOTE 1: SUMMARY OF MATERIAL ACCOUNTING POLICY INFORMATION (CONTINUED)**

**(c) Property, Plant and Equipment (continued)**

**Depreciation**

The depreciable amount of all fixed assets, including office equipment, is depreciated on a straight-line basis over the asset's useful life commencing from the time the asset is held ready for use. Leasehold improvements are depreciated over the shorter of either the unexpired period of the lease or the estimated useful lives of the improvements.

The depreciation rates used for each class of depreciable assets are:

<b>Fixed asset class</b>	<b>Depreciation rate</b>
Buildings	2.5%
Plant and equipment	10% - 50%
Motor vehicles	22.5%
Other assets	2.5% - 50%
Poker machines	30%
Course improvements	2.5% - 20%

The assets' residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period.

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains or losses are recognised in profit or loss in the period in which they arise. Gains are not classified as revenue. When revalued assets are sold, amounts included in the revaluation surplus relating to that asset are transferred to retained surplus.

**(d) Leases**

**The Association as lessee**

At inception of a contract, the Association assesses if the contract contains or is a lease. If there is a lease present, a right-of-use asset and a corresponding lease liability is recognised by the Association where the Association is a lessee. However, all contracts that are classified as short-term leases (lease with remaining lease term of 12 months or less) and leases of low value assets are recognised as an expense on a straight-line basis over the term of the lease.

Initially the lease liability is measured at the present value of the lease payments still to be paid at commencement date. The lease payments are discounted at the interest rate implicit in the lease. If this rate cannot be readily determined, the Association uses the incremental borrowing rate.

Lease payments included in the measurement of the lease liability are as follows:

- fixed lease payments less any lease incentives;
- variable lease payments that depend on an index or rate, initially measured using the index or rate at the commencement date;
- the amount expected to be payable by the lessee under residual value guarantees;

**Notes to the Financial Statements**

**For the Year Ended 30 June 2025**

**NOTE 1: SUMMARY OF MATERIAL ACCOUNTING POLICY INFORMATION (CONTINUED)**

**(d) Leases (continued)**

- the exercise price of purchase options, if the lessee is reasonably certain to exercise the options;
- lease payments under extension options if lessee is reasonably certain to exercise the options; and
- payments of penalties for terminating the lease, if the lease term reflects the exercise of an option to terminate the lease

The right-of-use assets comprise the initial measurement of the corresponding lease liability as mentioned above, any lease payments made at or before the commencement date as well as any initial direct costs. The subsequent measurement of the right-of-use assets is at cost less accumulated depreciation and impairment losses.

Right-of-use assets are depreciated over the lease term or useful life of the underlying asset whichever is the shortest.

Where a lease transfers ownership of the underlying asset or the cost of the right-of-use asset reflects that the Association anticipates to exercise a purchase option, the specific asset is depreciated over the useful life of the underlying asset.

Subsequent to initial recognition, the lease liability is measured at amortised cost using the effective interest rate method. The lease liability is remeasured whether there is a lease modification, change in estimate of the lease term or index upon which the lease payments are based (e.g. CPI) or a change in the Association's assessment of lease term.

Where the lease liability is remeasured, the right-of-use asset is adjusted to reflect the remeasurement or is recorded in profit or loss if the carrying amount of the right-of-use asset has been reduced to zero.

**(e) Impairment of Assets**

At the end of each reporting period, the Association reviews the carrying amounts of its tangible and intangible assets to determine whether there is any indication that those assets have been impaired. If such an indication exists, the recoverable amount of the asset, being the higher of the asset's fair value less costs of disposal and value in use, is compared to the asset's carrying amount. Any excess of the asset's carrying amount over its recoverable amount is recognised in profit or loss.

Where it is not possible to estimate the recoverable amount of an individual asset, the Association estimates the recoverable amount of the cash-generating unit to which the asset belongs.

Where an impairment loss on a revalued individual asset is identified, this is recognised against the revaluation surplus in respect of the same class of asset to the extent that the impairment loss does not exceed the amount in the revaluation surplus for that class of asset.

**(f) Employee Provisions**

**Short-term employee benefits**

Provision is made for the Association's obligation for short-term employee benefits. Short-term employee benefits are benefits (other than termination benefits) that are expected to be settled wholly within 12 months after the end of the annual reporting period in which the employees render the related service, including wages, salaries and sick leave. Short-term employee benefits are measured at the (undiscounted) amounts expected to be paid when the obligation is settled.

The Association's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as part of current trade and other payables in the statement of financial position.

**Notes to the Financial Statements**

**For the Year Ended 30 June 2025**

**NOTE 1: SUMMARY OF MATERIAL ACCOUNTING POLICY INFORMATION (CONTINUED)**

**(f) Employee Provisions (continued)**

**Other long-term employee benefits**

The Association classifies employees' long service leave and annual leave entitlements as other long-term employee benefits as they are not expected to be settled wholly within 12 months after the end of the annual reporting period in which the employees render the related service. Provision is made for the Association's obligation for other long-term employee benefits, which are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures, and are discounted at rates determined by reference to market yields at the end of the reporting period on high quality corporate bonds that have maturity dates that approximate the terms of the obligations. Upon the remeasurement of obligations for other long-term employee benefits, the net change in the obligation is recognised in profit or loss classified under employee benefits expense.

The Association's obligations for long-term employee benefits are presented as non-current liabilities in its statement of financial position, except where the Association does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, in which case the obligations are presented as current liabilities.

**(g) Cash and cash equivalents**

Cash and cash equivalents include cash on hand, deposits held at call with banks, other short-term which are highly liquid investments with original maturities of three months or less.

**(h) Trade and other receivables**

Where assets are given up to extinguish the principal repayments and all future interest payments of a debt any differences in the carrying values of assets foregone and the liability extinguished are brought to account in the profit. Costs incurred in establishing the defeasance are expenses in the period that the defeasance occurs.

**(i) Revenue and other income**

The Association is first required to determine whether amounts received are accounted for as Revenue per AASB 15: *Revenue from Contracts with Customers* or Income per AASB 1058: *Income of Not-for-Profit Entities*.

Funding arrangements which are enforceable and contain sufficiently specific performance obligations are recognised as revenue under AASB 15. Otherwise, such arrangements are accounted for under AASB 1058, where upon initial recognition of an asset, the Association is required to consider whether any other financial statement elements should be recognised (eg financial liabilities representing repayable amounts), with any difference being recognised immediately in profit or loss as income.

**Revenue and Other Income**

*Revenue*

Membership fees are brought to account as revenue when the related services have been provided and the income earned.

Revenue from sale of goods and services, is recognised upon the delivery of the goods or service to the customers.

Interest revenue is recognised using the effective interest rate method for which floating rate financial assets is the rate inherent in the instruments.

All other sources of income are recognised as income when the related goods or services have been provided and the income earned.

All revenue is stated net of the amount of goods and services tax.

**Notes to the Financial Statements**

**For the Year Ended 30 June 2025**

**NOTE 1: SUMMARY OF MATERIAL ACCOUNTING POLICY INFORMATION (CONTINUED)**

**(i) Revenue and other income (continued)**

A receivable will be recognised when the goods are delivered. The Association's right to consideration is deemed unconditional at this time as only the passage of time is required before payment of that consideration is due. There is no significant financing component because sales (which include those with volume discounts) are made within a credit term of 30–45 days.

Customers have a right to return products within 60 days as stipulated in the current contract terms. At the point of sale, a refund liability is recognised based on an estimate of the products expected to be returned, with a corresponding adjustment to revenue for these products.

Consistent with the recognition of the refund liability, the Association further has a right to recover the product when customers exercise their right of return, so consequently the company recognises a right to returned goods asset and a corresponding adjustment is made to cost of sales.

Historical experience of product returns is used to estimate the number of returns on a portfolio level, using the expected value method. It is considered highly probable that significant reversal in the cumulative revenue will not occur given the consistency in the rate of return presented in the historical information.

*Operating Grants, Donations and Bequests*

When the Association receives operating grant revenue, donations or bequests, it assesses whether the contract is enforceable and has sufficiently specific performance obligations in accordance with AASB 15.

When both these conditions are satisfied, the Association:

- identifies each performance obligation relating to the grant;
- recognises a contract liability for its obligations under the agreement; and
- recognises revenue as it satisfies its performance obligations.
- Where the contract is not enforceable or does not have sufficiently specific performance obligations, the Association:
  - recognises the asset received in accordance with the recognition requirements of other applicable accounting standards;
  - recognises related amounts (being contributions by owners, lease liability, financial instruments, provisions); and
  - recognises income immediately in profit or loss as the difference between the initial carrying amount of the asset and the related amount.

**Other Income**

*Contributed Assets*

When the Association receives assets from the government and other parties for nil or nominal consideration in order to further its objectives, these assets are recognised in accordance with the recognition requirements of other applicable accounting standards.

On initial recognition of an asset, the Association recognises related amounts.

The Association recognises income immediately in profit or loss as the difference between initial carrying amount of the asset and the related amount.

**Notes to the Financial Statements**  
**For the Year Ended 30 June 2025**

**NOTE 1: SUMMARY OF MATERIAL ACCOUNTING POLICY INFORMATION (CONTINUED)**

**(i) Revenue and other income (continued)**

*Capital Grant*

When the Association receives a capital grant, it recognises a liability for the excess of the initial carrying amount of the financial asset received over any related amounts recognised under other Australian Accounting Standards.

The Association recognises income in profit or loss when or as the Association satisfies its obligations under the terms of the grant.

*Interest Income*

Interest income is recognised using the effective interest method.

**(k) Goods and Services Tax (GST)**

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payables are stated inclusive of the amount of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with other receivables or payables in the statement of financial position.

Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities, which are recoverable from or payable to the ATO, are presented as operating cash flows included in receipts from customers or payments to suppliers.

**(l) Comparative Figures**

When required by Accounting Standards, comparative figures have been adjusted to conform to changes in presentation for the current financial year.

**(m) Provisions**

Provisions are recognised when the Association has a legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured. Provisions recognised represent the best estimate of the amounts required to settle the obligation at the end of the reporting period.

**(n) Critical Accounting Estimates and Judgements**

**Key estimates**

*(i) Useful lives of property, plant and equipment*

As described in Note 1(c), the Association reviews the estimated useful lives of property, plant and equipment at the end of each annual reporting period.

*(ii) Long Service leave*

The Association has applied the following probabilities in calculation the long service leave provision:

0-1 years service: 0-14%	4-5 years service: 57-71%
1-2 years service: 14-29%	5-6 years service: 71-86%
2-3 years service: 29-43%	6-7 years service: 86-100%
3-4 years service: 43-57%	7 or more years service: 100%

**Notes to the Financial Statements**

**For the Year Ended 30 June 2025**

**NOTE 1: SUMMARY OF MATERIAL ACCOUNTING POLICY INFORMATION (CONTINUED)**

**(n) Critical Accounting Estimates and Judgements (continued)**

**Key judgements**

*(i) Performance obligations under AASB 15*

To identify a performance obligation under AASB 15, the promise must be sufficiently specific to be able to determine when the obligation is satisfied. Management exercises judgement to determine whether the promise is sufficiently specific by taking into account any conditions specified in the arrangement, explicit or implicit, regarding the promised goods or services. In making this assessment, management includes the nature/ type, cost/ value, quantity and the period of transfer related to the goods or services promised.

*(ii) Lease term and Option to Extend under AASB 16*

The lease term is defined as the non-cancellable period of a lease together with both periods covered by an option to extend the lease if the lessee is reasonably certain to exercise that option; and also periods covered by an option to terminate the lease if the lessee is reasonably certain not to exercise that option. The options that are reasonably certain to be exercised is a key management judgement that the Association will make. The Association determines the likeliness to exercise the options on a lease-by-lease basis looking at various factors such as which assets are strategic and which are key to future strategy of the Association.

*(iii) Employee benefits*

For the purpose of measurement, AASB 119: Employee Benefits defines obligations for short-term employee benefits as obligations expected to be settled wholly before 12 months after the end of the annual reporting period in which the employees render the related service. Based on past experience, the Association does not expect the full amount of annual leave balances classified as current liabilities to be settled within the next 12 months. However, these amounts must be classified as current liabilities since the Association does not have an unconditional right to defer the settlement of these amounts in the event employees wish to use their leave entitlement.

**(o) New and Amended Accounting Policies Adopted by the Association**

*AASB 2022-5: Amendments to Australian Accounting Standards – Lease Liability in a sale and leaseback*

AASB 2022-5 amends AASB 16 to add subsequent measurement requirements for sale and leaseback transactions that satisfy the requirements in AASB 15 *Revenue from Contracts with Customers* to be accounted for as a sale.

The adoption of the amendment did not have a material impact on the financial statements.

*AASB 2023-3 Amendments to Australian Accounting Standards – Disclosure of Non-current Liabilities with Covenants – Tier 2*

AASB 2023-3 amends AASB 1060 to align the disclosure requirements of Tier 2 entities with the Tier 1 equivalents in AASB 2020-1 and AASB 2022-6.

AASB 2023-3 amends AASB 1060 to:

- (a) clarify that a liability is classified as non-current if an entity has the right at the reporting date to defer settlement of the liability for at least twelve months after the reporting date;
- (b) clarify the reference to settlement of a liability by the issue of equity instruments in classifying liabilities; and
- (c) require the disclosure of information that enables users of the financial statements to understand the risk that non-current liabilities with covenants could become repayable within twelve months.

The adoption of the amendment did not have a material impact on the financial statements.

**Notes to the Financial Statements**  
**For the Year Ended 30 June 2025**

**2 Revenue and Other Income**

	<b>2025</b>	<b>2024</b>
	<b>\$</b>	<b>\$</b>
<b>Sales revenue</b>		
- Bar	672,962	642,612
- Poker Machines	130,410	99,613
- TAB income	54,848	39,491
	<u>858,220</u>	<u>781,716</u>
<b>Golf revenue</b>		
- Competition	641,914	583,690
- Driving range income	27,734	23,022
- Green fees	345,869	279,561
- Golf cart hire	172,146	150,615
- Subscriptions	1,334,049	1,173,179
- Course utilisation charge	307,633	298,365
	<u>2,829,345</u>	<u>2,508,432</u>
<b>Grant revenue</b>		
- Grant	200,000	-
	<u>200,000</u>	<u>-</u>
<b>Other revenue</b>		
- Fuel tax credits	16,189	15,903
- Other income	120,964	117,619
- Insurance recovery	45,000	21,576
- Interest income	13,478	13,453
- Sponsorship and Pro Am	24,098	23,792
	<u>219,729</u>	<u>192,343</u>
<b>Total Revenue and Other Income</b>	<u>4,107,294</u>	<u>3,482,491</u>

**3 Cash and Cash equivalents**

		<b>2025</b>	<b>2024</b>
	<b>Note</b>	<b>\$</b>	<b>\$</b>
Cash at bank and in hand	15	1,628,244	1,498,973
		<u>1,628,244</u>	<u>1,498,973</u>

Notes to the Financial Statements  
 For the Year Ended 30 June 2025

**4 Trade and Other Receivables**

	2025	2024
Note	\$	\$
CURRENT		
Trade receivables	54,810	61,815
Fuel tax credit receivable	1,145	1,181
15	55,955	62,996

**5 Inventories**

	2025	2024
	\$	\$
CURRENT		
Inventories	24,161	16,635
	24,161	16,635

**6 Other assets**

	2025	2024
	\$	\$
CURRENT		
Prepayments	8,566	6,945
Stripe Clearing	53,297	44,963
Tabcorp – Security Deposit	5,000	5,000
	66,863	56,908

Notes to the Financial Statements  
 For the Year Ended 30 June 2025

7 Leases

Right-of-use assets

	Course Equipment	Golf Carts	Total
	\$	\$	\$
<b>Year ended 30 June 2025</b>			
At cost	93,948	88,150	182,098
Accumulated depreciation	(73,592)	(72,485)	(146,077)
<b>Balance at end of year</b>	<b>20,356</b>	<b>15,665</b>	<b>36,021</b>
<b>Year ended 30 June 2024</b>			
At cost	195,165	88,150	283,315
Accumulated depreciation	(63,237)	(48,973)	(112,210)
<b>Balance at end of year</b>	<b>131,928</b>	<b>39,177</b>	<b>171,105</b>
<b>Movement in carrying amounts</b>			
Balance at 1 July 2024	131,928	39,177	171,105
Additions in current year	-	-	-
Reclassified to property, plant and equipment	(92,782)	-	(92,782)
Depreciation	(18,790)	(23,512)	(42,302)
<b>Balance at end of year</b>	<b>20,356</b>	<b>15,665</b>	<b>36,021</b>

The Club's John Deere fairway mower was recorded as an operating lease in 2024, however was identified as a chattel mortgage (first repayment 13 January 2024) and reclassified to property, plant and equipment with a related borrowing in 2025.

Lease liabilities

The maturity analysis of lease liabilities based on contractual cash flows is shown in the table below:

	< 1 year	1-5 years	Total
	\$	\$	\$
<b>2025</b>			
Lease liabilities	37,893	1,722	39,615
<b>2024</b>			
Lease liabilities	66,948	112,858	179,806

**Notes to the Financial Statements**  
**For the Year Ended 30 June 2025**

**8 Property, Plant and Equipment**

	2025	2024
	\$	\$
<b>Buildings</b>		
At cost	1,533,533	1,304,440
Accumulated depreciation	(703,796)	(716,676)
Total buildings	<u>829,737</u>	<u>587,764</u>
<b>Plant and equipment</b>		
At cost	1,035,937	1,096,574
Accumulated depreciation	(554,843)	(830,933)
Total plant and equipment	<u>481,094</u>	<u>265,641</u>
<b>Motor vehicles</b>		
At cost	68,919	80,750
Accumulated depreciation	(11,258)	(72,389)
Total motor vehicles	<u>57,661</u>	<u>8,361</u>
<b>Leasehold improvements</b>		
At cost	1,496,094	1,357,556
Accumulated depreciation	(829,105)	(813,030)
Total leasehold improvements	<u>666,989</u>	<u>544,526</u>
<b>Poker machines</b>		
At cost	103,193	98,952
Accumulated depreciation	(74,221)	(57,564)
Total Poker machines	<u>28,972</u>	<u>41,388</u>
<b>Course equipment</b>		
At cost	285,406	285,406
Accumulated depreciation	(187,490)	(152,108)
Total Course equipment	<u>97,916</u>	<u>133,298</u>
<b>Cart shed</b>		
At cost	149,784	149,784
Accumulated depreciation	(30,355)	(23,598)
Total Cart shed	<u>119,429</u>	<u>126,186</u>
<b>Course irrigation</b>		
At cost	1,314,770	1,429,809
Accumulated depreciation	(1,128,865)	(1,208,730)
Total Course irrigation	<u>185,905</u>	<u>221,079</u>
<b>Work in progress</b>		
At cost	<u>17,729</u>	<u>-</u>
<b>Total property, plant and equipment</b>	<u>2,485,432</u>	<u>1,928,243</u>

**Notes to the Financial Statements**

**For the Year Ended 30 June 2025**

**8 Property, Plant and Equipment (continued)**

**(a) Land and Building Valuation**

The valuation of the Association's buildings, course and ground improvements was \$2,000,000 and was based on the estimated realisable (fair) value in an open market. The valuation was carried out on 8 June 2018 by Opteon.

Qualifications of the valuer are as follows:

Gregory Mason AAPI CPV (CPV P&M), API No: 69938 and Michael Rix AAPI CPV, API No: 67215

**Murrumbidgee Country Club Incorporated**  
**ABN: 39 467 335 688**

**Notes to the Financial Statements**

**For the Year Ended 30 June 2025**

**8 Property, Plant and Equipment (continued)**

**(b) Movements in carrying amounts of property, plant and equipment**

Movement in the carrying amounts for each class of property, plant and equipment between the beginning and the end of the current financial year:

	<b>Buildings</b>	<b>Plant and equipment</b>	<b>Motor vehicles</b>	<b>Leasehold improvements</b>	<b>Poker machines</b>	<b>Course equipment</b>	<b>Cart shed</b>	<b>Course irrigation</b>	<b>Work in Progress</b>	<b>Total</b>
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Year ended 30 June 2025</b>										
Balance at the beginning of year	587,764	265,641	8,361	544,526	41,388	133,298	126,186	221,079	-	1,928,243
Additions	293,371	261,486	68,919	138,538	-	-	-	-	17,729	780,043
Reclassified from right-of-use assets	-	92,782	-	-	-	-	-	-	-	92,782
Disposals	(25,994)	(357,298)	(80,750)	-	-	-	-	(108,771)	-	(572,813)
Depreciation write back	22,964	333,824	73,002	-	-	-	-	92,862	-	522,652
Depreciation expense	(48,368)	(115,341)	(11,871)	(16,075)	(12,416)	(35,382)	(6,757)	(19,265)	-	(265,475)
<b>Balance at the end of the year</b>	<b>829,737</b>	<b>481,094</b>	<b>57,661</b>	<b>666,989</b>	<b>28,972</b>	<b>97,916</b>	<b>119,429</b>	<b>185,905</b>	<b>17,729</b>	<b>2,485,432</b>
	<b>Buildings</b>	<b>Plant and Equipment</b>	<b>Motor Vehicles</b>	<b>Improvements</b>	<b>Poker machines</b>	<b>Course equipment</b>	<b>Cart Shed</b>	<b>Course irrigation</b>	<b>Work in Progress</b>	<b>Total</b>
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Year ended 30 June 2024</b>										
Balance at the beginning of year	472,688	288,336	10,788	560,369	42,628	130,136	133,563	242,657	-	1,881,165
Additions	146,309	60,652	-	-	13,990	48,232	-	-	-	269,183
Disposals	-	-	-	-	(1,989)	-	-	-	-	(1,989)
Depreciation expense	(31,233)	(83,347)	(2,427)	(15,843)	(13,241)	(45,070)	(7,377)	(21,578)	-	(220,116)
<b>Balance at the end of the year</b>	<b>587,764</b>	<b>265,641</b>	<b>8,361</b>	<b>544,526</b>	<b>41,388</b>	<b>133,298</b>	<b>126,186</b>	<b>221,079</b>	<b>-</b>	<b>1,928,243</b>

**Notes to the Financial Statements**  
**For the Year Ended 30 June 2025**

**9 Trade and other payables**

	Note	2025	2024
		\$	\$
CURRENT			
Trade payables		74,435	72,147
Other payables		142,584	162,221
GST payable		7,469	49,602
	15	224,488	283,970

Trade and other payables are non-interest bearing and are normally settled within 30 days. No interest is payable on outstanding payables during this period.

**10 Employee benefits**

	2025	2024
	\$	\$
CURRENT		
Long service leave	107,239	82,295
Annual leave entitlements	77,833	77,889
Total current employee benefits	185,072	160,184
NON-CURRENT		
Long service leave	5,223	9,984
Total non-current employee benefits	5,223	9,984

**Murrumbidgee Country Club Incorporated**  
**ABN: 39 467 335 688**

**Notes to the Financial Statements**  
**For the Year Ended 30 June 2025**

**11 Lease liabilities**

		2025	2024
	Note	\$	\$
CURRENT			
Lease liabilities		37,161	60,626
Total current lease liabilities	15	<u>37,161</u>	<u>60,626</u>
NON-CURRENT			
Lease liabilities		1,716	105,386
Total non-current lease liabilities	15	<u>1,716</u>	<u>105,386</u>

**12 Financial liabilities**

		2025	2024
		\$	\$
CURRENT			
Finance loans		65,763	-
Total current lease liabilities	15	<u>65,763</u>	<u>-</u>
NON-CURRENT			
Lease liabilities		239,475	-
Total non-current lease liabilities	15	<u>239,475</u>	<u>-</u>

**Notes to the Financial Statements**  
**For the Year Ended 30 June 2025**

**13 Other liabilities**

	2025	2024
Note	\$	\$
CURRENT		
Sponsorship	12,632	20,203
Subscriptions	708,881	533,494
Cart shed deposit (1)	-	6,600
Cart shed deposit (2)	34,400	43,000
Residential Development Deposit	21,189	21,189
Suspense	-	15,675
Grant income in advance	-	143,933
	777,072	784,094

**14 Key Management Personnel (KMP)**

**Totals of remuneration paid**

The remuneration paid to KMP of Murrumbidgee Country Club Incorporated during the year is as follows:

	2025	2024
	\$	\$
Short-term employee benefits	157,624	155,885
Post-employment benefits	17,825	17,029
	175,449	172,914

**15 Financial Risk Management**

The main risks the Association is exposed to through its financial instruments are credit risk, liquidity risk and market risk consisting of interest rate risk.

The Association's financial instruments consist mainly of deposits with banks, short-term investments, accounts receivable and payable, and leases.

**Financial Risk Management Policies**

The Association's Board is responsible for, among other issues, monitoring and managing financial risk exposures of the Association. The Board members of the Association monitor transactions and review the effectiveness of controls relating to credit risk, liquidity risk and market risk.

The Board's overall risk management strategy seeks to ensure that the Association meets its financial targets, while minimising potential adverse effects of cash flow shortfalls.

**Notes to the Financial Statements**  
**For the Year Ended 30 June 2025**

**15 Financial Risk Management (continued)**

	Note	2025 \$	2024 \$
<b>Financial assets</b>			
Held at amortised cost			
Cash and cash equivalents	3	1,628,244	1,498,973
Trade and other receivables	4	55,955	62,996
<b>Total financial assets</b>		1,684,199	1,561,969
<b>Financial liabilities</b>			
Financial liabilities at fair value			
Trade and other payables	9	224,488	283,970
Lease liabilities	11	38,877	166,012
Financial liabilities	12	305,238	-
<b>Total financial liabilities</b>		568,603	449,982

**Special financial risk exposures and management**

The main risks the Association is exposed to through its financial instruments are credit risk, liquidity risk and market risk relating to interest rate risk. There have been no substantive changes in the types of risks the Association is exposed to, how these risks arise, or the Board's objectives, policies and processes for managing or measuring the risks from the previous period.

**(a) Credit risk**

Exposure to credit risk relating to financial assets arises from the potential non-performance by counterparties of contract obligations that could lead to a financial loss and arises principally from the Association's receivables.

**(b) Liquidity risk**

Liquidity risk arises from the possibility that the Association might encounter difficulty in settling its debts or otherwise meeting its obligations related to financial liabilities. The Association manages this risk through the following mechanisms:

- preparing forward-looking cash flow analysis in relation to its operational, investing and financial activities which are monitored on a monthly basis;
- managing credit risk related to financial assets;
- only investing surplus cash with major financial institutions.

**(c) Market risk**

Market risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in interest.

**(d) Interest rate risk**

Exposure to interest rate risk arises on financial assets and financial liabilities recognised at the end of the reporting period whereby a future change in interest rates will affect future cash flows or the fair value of fixed rate financial instruments. The Association is exposed to earnings volatility on floating rate instruments.

**Notes to the Financial Statements**  
**For the Year Ended 30 June 2025**

**16 Auditor's Remuneration**

	2025	2024
Note	\$	\$
Remuneration of the auditor BellchambersBarrett, for:		
- Auditing or reviewing the financial report	19,250	18,200
- Other services	-	3,750
	<u>19,250</u>	<u>21,950</u>

**17 Related Party Transactions**

No related party transactions during the financial year.

**18 Association Details**


The registered office and principal place of business of the Association is:  
Murrumbidgee Country Club Incorporated  
Kambah Pool Road  
KAMBAH ACT 2902

**STATEMENT BY MEMBERS OF THE BOARD**

In the opinion of the Board the financial report as set out on pages 2 to 26:

- a. Presents fairly the financial position of Murrumbidgee Country Club Incorporated as at 30 June 2025 and its performance for the year ended on that date in accordance with Australian Accounting Standards (including Australian Accounting Interpretations) of the Australian Accounting Standards Board.
- b. At the date of this statement, there are reasonable grounds to believe that Murrumbidgee Country Club Incorporated will be able to pay its debts as and when they fall due.

This statement is made in accordance with a resolution of the Board and is signed for on behalf of the Board by

Director:   
Name: *Pete Murray*  
Date: *21/8/25*

Director:   
Name: *ALAN CALBRAITH*  
Date: *21 AUG 2025*

## INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF MURRUMBIDGEE COUNTRY CLUB INCORPORATED

### Report on the Audit of the Financial Report

#### Opinion

We have audited the accompanying financial report Murrumbidgee Country Club Incorporated (the association), which comprises the statement of financial position as at 30 June 2025, the statement of profit or loss, statement of comprehensive income, statement of changes in equity and statement of cash flows for the year then ended, notes comprising a summary of material accounting policies and other explanatory information, and the certification by members of the Directors on the annual statements giving a true and fair view of the financial position and performance of the association.

In our opinion, the accompanying financial report of Murrumbidgee Country Club Incorporated is in accordance with the *Associations Incorporation Act 1991*, including:

- (i) giving a true and fair view of the association's financial position as 30 June 2025 and of its performance for the year ended on that date and the other matters required by Section 72 (2) of the *Associations Incorporation Act 1991*;
- (ii) that the financial records kept by the association are such as to enable financial statements to be prepared in accordance with Australian Accounting Standards – AASB 1060: *General Purpose Financial Statements – Simplified Disclosures for For-Profit and Not-for-Profit Tier 2 Entities* and the *Associations Incorporation Act 1991*.

#### Basis for Opinion

We conducted our audit in accordance with Australian Accounting Standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Report* section of our report. We are independent of the Murrumbidgee Country Club Incorporated in accordance with the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110: *Code of Ethics for Professional Accountants (including Independence Standards)* (the Code) that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

#### Information Other than the Financial Report and Auditor's Report Thereon

The directors are responsible for the other information. The other information comprises the information included in the annual report for the year ended 30 June 2025 but does not include the financial report and our auditor's report thereon. Our opinion on the financial report does not cover the other information and accordingly we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial report, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial report or our knowledge obtained in the audit or otherwise appears to be materially misstated.

If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

#### Responsibilities of the Directors for the Financial Report

The directors of the association are responsible for the preparation of the financial report that gives a true and fair view in accordance with Australian Accounting Standards – AASB 1060 *General Purpose Financial Statements – Simplified Disclosures for For-Profit and Not-for-Profit Tier 2 Entities* and the *Associations Incorporation Act 1991* and for such internal control as the directors determine is necessary to enable the preparation of the financial report that gives a true and fair view and is free from material misstatement, whether due to fraud or error. The directors are also responsible for overseeing the association's financial reporting process.

In preparing the financial report, the directors are responsible for assessing the ability of the association to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis

*Liability limited by a scheme approved under Professional Standards Legislation*

## INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF MURRUMBIDGEE COUNTRY CLUB INCORPORATED

of accounting unless the directors either intends to liquidate the association or to cease operations, or has no realistic alternative but to do so.

### Auditor's Responsibility for the Audit of the Financial Report

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards – Simplified Disclosure will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this financial report.

As part of an audit in accordance with the Australian Auditing Standards – Simplified Disclosure, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the association's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the directors.
- Conclude on the appropriateness of the directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the association's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial report or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the association to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.

We communicate with the directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.



BellchambersBarrett



Jamie Glenn, CA  
Partner  
BellchambersBarrett

Canberra, ACT  
Dated this 21<sup>st</sup> day of August 2025

## COMPILATION REPORT TO MURRUMBIDGEE COUNTRY CLUB INCORPORATED

We have compiled the accompanying special purpose financial statements of Murrumbidgee Country Club Incorporated, which comprise the balance sheet as at 30 June 2025, the statement of profit or loss for the year then ended, a summary of material accounting policies and other explanatory notes. The specific purpose for which the special purpose financial statements have been prepared is set out in Note 1.

### **The Responsibility of the Directors**

The directors of Murrumbidgee Country Club Incorporated are solely responsible for the information contained in the special purpose financial statements, the reliability, accuracy and completeness of the information and for the determination that the basis of accounting used is appropriate to meet its needs and for the purpose that the financial statements were prepared.

### **Our Responsibility**

On the basis of information provided by the directors, we have compiled the accompanying special purpose financial statements in accordance with the significant accounting policies as described in Note 1 to the financial statements and APES 315: *Compilation of Financial Information*.

We have applied our expertise in accounting and financial reporting to compile these financial statements in accordance with the basis of accounting described in Note 1 to the financial statements. We have complied with the relevant ethical requirements of APES 110: *Code of Ethics for Professional Accountants*.

### **Assurance Disclaimer**

Since a compilation engagement is not an assurance engagement, we are not required to verify the reliability, accuracy or completeness of the information provided to us by management to compile these financial statements. Accordingly, we do not express an audit opinion or a review conclusion on these financial statements.

The special purpose financial statements were compiled exclusively for the benefit of the directors who are responsible for the reliability, accuracy and completeness of the information used to compile them. Accordingly, these special purpose financial statements may not be suitable for other purposes. We do not accept responsibility for the contents of the special purpose financial statements.



BellchambersBarrett



Jamie Glenn, CA  
Partner  
BellchambersBarrett

Canberra, ACT  
Dated this 21<sup>st</sup> day of August 2025

*Liability limited by a scheme approved under Professional Standards Legislation*

**GAMING ACCOUNT**  
**FOR THE YEAR ENDED 30 JUNE 2025**

	<b>2025</b>	<b>2024</b>
	<b>\$</b>	<b>\$</b>
<b>REVENUE</b>		
Poker machine takings	130,410	99,613
TAB income	54,848	39,491
	185,258	139,104
<b>LESS EXPENSES</b>		
Depreciation	(12,814)	(13,241)
Other costs (repairs and maintenance)	(4,180)	(3,846)
Tax	(3,862)	(3,011)
License	(1,300)	-
Tax costs	(49,101)	(34,998)
	(71,257)	(55,096)
<b>PROFIT</b>	114,001	84,008

**BAR TRADING ACCOUNT**  
**FOR THE YEAR ENDED 30 JUNE 2025**

	<b>2025</b>	<b>2024</b>
	<b>\$</b>	<b>\$</b>
<b>REVENUE</b>		
Sales	652,403	623,220
	652,403	623,220
<b>LESS EXPENSES</b>		
Cost of goods sold	(266,866)	(244,317)
Bar maintenance and replacement	(10,251)	(6,468)
Depreciation	(1,989)	(14,699)
Liquor licence	(4,142)	(4,948)
Wages and superannuation	(172,466)	(183,938)
	(455,714)	(454,370)
<b>PROFIT</b>	196,689	168,850

**COMPETITION ACCOUNT**  
**FOR THE YEAR ENDED 30 JUNE 2025**

	2025	2024
	\$	\$
<b>REVENUE</b>		
Competition fee admin charge	174,149	168,666
Competitions	115,945	95,843
Murrumbidgee Championships	18,318	18,070
	308,412	282,579
<b>LESS EXPENSES</b>		
Competition starting	(45,538)	(46,100)
Other competition costs	(102,911)	(90,997)
Pennant expenses	(12,852)	(15,529)
	(161,301)	(152,626)
<b>PROFIT</b>	147,111	129,953

**GOLFING OPERATIONS**  
**FOR THE YEAR ENDED 30 JUNE 2025**

	2025	2024
	\$	\$
<b>REVENUE</b>		
Course utilisation charge	307,633	298,365
Driving range income	27,734	23,022
Golf cart hire	172,156	150,615
Golf shed hire	20,200	23,768
Green fees	345,869	279,561
	873,592	775,331
<b>LESS EXPENSES</b>		
Affiliation fees	(48,448)	(46,578)
Golf cart lease and maintenance	(29,831)	(15,689)
Pro retainer and commissions	(173,167)	(155,816)
Cart shed depreciation	(6,757)	(7,377)
	(258,203)	(225,460)
<b>PROFIT</b>	615,389	549,871

**BISTRO AND CATERING ACCOUNT**  
**FOR THE YEAR ENDED 30 JUNE 2025**

	2025	2024
	\$	\$
REVENUE		
Bistro	333,585	301,081
	<u>333,585</u>	<u>301,081</u>
LESS EXPENSES		
Cost of goods sold	(139,082)	(129,228)
Wages and superannuation	(224,689)	(200,948)
	<u>(363,771)</u>	<u>(330,176)</u>
PROFIT	<u>(30,186)</u>	<u>(29,095)</u>

**DETAILED INCOME AND EXPENDITURE STATEMENT**  
**FOR THE YEAR ENDED 30 JUNE 2025**

	2025	2024
	\$	\$
PROFIT FROM TRADING		
GAMING TRADING	114,001	84,008
BAR TRADING	196,689	168,850
COMPETITIONS	147,111	129,953
GOLFING OPERATIONS	615,389	549,871
CATERING TRADING	(30,186)	(29,095)
TOTAL TRADING	<u>1,043,004</u>	<u>903,587</u>
OTHER INCOME		
Cart registration	15,709	11,764
Fuel tax credits	16,189	15,903
Grants/donations	244,559	30,920
House income	1,667	1,160
Interest received	13,478	13,452
Insurance recoveries	45,000	21,576
Junior scholarship income	7,483	-
Mobile towers	57,535	56,215
Other	51,025	28,812
Sponsorship	24,098	23,793
Subscriptions	1,318,340	1,161,416
TOTAL OTHER INCOME	<u>1,795,083</u>	<u>1,361,176</u>

**DETAILED INCOME AND EXPENDITURE STATEMENT (CONTINUED)**

**FOR THE YEAR ENDED 30 JUNE 2025**

	2025	2024
	\$	\$
<b>CLUBHOUSE EXPENDITURE</b>		
Cleaning	(53,258)	(52,841)
Clubhouse sundry	(15,857)	(15,938)
Depreciation clubhouse	(35,266)	(23,065)
Electricity, gas and water	(56,573)	(46,247)
Repairs and maintenance	(29,743)	(33,707)
Clubhouse Improvements	(14,500)	-
	<u>(205,197)</u>	<u>(171,798)</u>
<b>COURSE EXPENDITURE</b>		
Depreciation and financing course equipment	(200,920)	(180,860)
Electricity	(21,909)	(15,460)
Fuel and oil	(58,750)	(67,872)
Leases/Hire	(5,530)	(15,437)
Miscellaneous/course maintenance	(154,582)	(138,662)
Wages and superannuation - course	(635,640)	(584,947)
Repairs and maintenance	-	(7,564)
Seed, soil and fertiliser	(106,390)	(74,403)
Volunteer costs	(11,170)	(9,787)
	<u>(1,194,891)</u>	<u>(1,094,992)</u>
<b>OTHER EXPENDITURE</b>		
Advertising	(38,981)	(35,526)
Audit	(19,250)	(18,200)
Bank charges and interest	(28,266)	(20,552)
Consultancies	(5,765)	(10,480)
Catering	(20,446)	(41,078)
Depreciation – other	(44,105)	(38,719)
Insurance and workers compensation	(135,952)	(154,909)
Legal fees	-	(840)
Other	(99,363)	(52,028)
Printing, office and stationery	(52,291)	(53,837)
Rates and taxes	(60,362)	(59,386)
Wages and superannuation - Admin	(310,593)	(288,552)
Long service leave provisioning	(20,184)	(5,630)
Security services	(14,673)	(15,074)
Staff meals	(47,869)	(37,316)
Telephone	(23,828)	(23,970)
Waste removal	(30,069)	(24,818)
Governance and Risk	(14,885)	-
Raffle	(3,991)	(1,846)
Sale of fixed assets	(37,036)	(1,989)
	<u>(1,007,909)</u>	<u>(880,915)</u>
<b>TOTAL OTHER EXPENDITURE</b>	<u>(1,007,909)</u>	<u>(880,915)</u>
<b>TOTAL EXPENDITURE</b>	<u>(2,407,997)</u>	<u>(2,147,705)</u>
<b>NET PROFIT</b>	<u>430,090</u>	<u>117,058</u>

**Murrumbidgee Country Club**  
*acknowledges the contribution made by our  
valued sponsors*

**Lennox**  
Motors

  
**BIDGEE GOLF SHOP**  
& Driving Range

**Liquor Legends**  
reward yourself

Mark Brooker

John Wilson

**chalisa**  
Indian Restaurant

  
**LION**

**ROBERT OATLEY**  
VINEYARDS

Ron Molloy

Rocket Reddy

Bryce Wishart

**absolute outdoor**  
constructions

**Lovett**  
PLUMBING

**BRINDABELLA**  
INSURANCE  
BROKERS

Troy Boots

Mick Lovett

Adrian Kim

**ARISTOCRAT**

Roy Egan

**ABS Holdings**  
(ACT) Pty Ltd.

  
OPTIMUM  
BRICK AND BLOCKLAYING

**TransForm**  
Building Solutions

Peter & Jo Arvonen

Bernie Shaw

Clayton Govan



## **Murrumbidgee Country Club**

**Kambah Pool Road, Kambah, ACT 2902  
PO Box 3094, Weston, ACT 2611**

**☎ 02 6296 2888**

**✉ [admin@murrumbidgeegolf.com.au](mailto:admin@murrumbidgeegolf.com.au)**

**🌐 [www.murrumbidgeegolf.com.au](http://www.murrumbidgeegolf.com.au)**



# Strategic Plan 2023-2028



# Contents

---

**Introduction** **2**

---

**Goal, Vision and Core Values** **3**

---

**Strategic Objectives** **4**

---

Golf Course **5**

---

Membership **6**

---

Clubhouse **7**

---

Golf Operations **8**

---

Financial Sustainability & Governance **9**

---

# Introduction

---

## Dear Members,

I am pleased to present the Murrumbidgee Country Club's Strategic Plan for 2023-28.

The Board of Directors is cognisant of its responsibility to strategically plan for the future success of the Club and to engage the membership in the crucial decisions that need to be taken to achieve the objectives that we, as a Club, have set ourselves.

The process undertaken to formulate this Strategic Plan has been a collaborative one and is based on the outcomes provided by a very successful Members' Workshop. I sincerely thank all those Members who attended and contributed to the Workshop as well as those who provided suggestions and comments through the drafting process.

Annual Operational Plans will provide the mechanism by which this Strategic Plan will be actioned.

Prior to this, Members will be provided with a "Capacity to Implement" document that will outline the financial challenges that we will need to overcome in order to implement our action plans and achieve our objectives; all of which are achievable within the five year timeframe.

The Board is committed to setting Murrumbidgee Country Club on a pathway to be the club of choice for Canberra golfers and the wider community and, in doing so, it is aware of its responsibility to provide a successful and sustainable Club that offers a quality golfing experience for all golfers within a friendly and hospitable environment.

With your support, the Board will strive to achieve the objectives that have been set, and I invite you all to join in and contribute to the journey ahead.

Pete Murrell  
**President**

## Goal

Establish Murrumbidgee Country Club as the club of choice for Canberra golfers and the wider community.

## Vision

Provide a high quality golfing experience and social environment built around a friendly and inclusive culture.

## Core Values

- Act with honesty and integrity.
- Show respect to all members, guests and staff.
- Be friendly, welcoming and inclusive.
- Promote a safe and enjoyable golfing environment.
- Be open, transparent and accountable in all decision making.
- Celebrate our successes.

# Strategic Objectives



## **Golf Course**

Provide a Golf Course that is enjoyable and challenging and meets the needs and expectations of golfers of all abilities.



## **Membership**

Maximise our membership potential by providing a range of membership options to cater for the needs of current and future members with an emphasis on pathways for junior golfers.



## **Clubhouse**

Present a Clubhouse that provides a safe and enjoyable environment with high quality facilities and hospitality services.



## **Golf Operations**

Deliver the best golfing services in Canberra.



## **Financial Sustainability & Governance**

Ensure a sustainable financial future through sound management and corporate governance practices.

## Golf Course

**Provide a Golf Course that is enjoyable and challenging and meets the needs and expectations of golfers of all abilities.**

---

### Strategies

- Develop, maintain and adhere to a Golf Course Master Plan, incorporating existing plans for improving bunkers, trees, pathways etc, that focusses on the continuing improvement of the facility.
- Develop and follow an on-going Course Maintenance Program specifying resources, costs and timelines.
- Ensure all course improvements under the Golf Course Master Plan are subject to industry project management protocols providing project specifications, resource requirements, costs, contingencies, timelines and implementation responsibilities.
- Engage Golf NSW Club Support Team to periodically review our Golf Course and our Golf Course management techniques.

### Action Plan

- Implement the approved recommendations of Contour Golf's Bunker Plan.
- Implement the approved Course Improvement recommendations as provided by Contour Golf.
- Continue the resurfacing of all paths and service roads with high grade, durable materials such as recycled bitumen.
- Complete the tree rationalisation plan.
- Replace the Course irrigation system with an up to date system that utilises technology-based water management techniques.
- Undertake continual improvement and upgrade of all plant and equipment.
- Rationalise all garden beds.
- Repair/replace perimeter fencing.

## Membership

**Maximise our membership potential by providing a range of membership options to cater for the needs of current and future members with an emphasis on Pathways for Junior golfers.**

---

### Strategies

- Review current membership structure and pricing with a view to developing innovative membership packages.
- Develop marketing and promotional strategies to increase membership numbers, across all categories, and to increase the patronage of the Course, Clubhouse and Golfing facilities.
- Introduce a continuous improvement program through annual Members' Surveys covering the services provided under our operational Pillars.

### Action Plan

- Develop a new member welcome pack outlining how golf at Murrumbidgee works – “things you might like to know to enhance your enjoyment at the Club”.
- Encourage members to embrace the welcoming and inclusive culture that Murrumbidgee provides to its members and guests.
- Establish targeted recruitment and retention programs focussing on:
  - Junior golfers
  - Women golfers
  - Youth golfers
  - Targeted Schools Programs.
- Undertake an annual review and appraisal of progress in implementing the Strategies and Action Plans outlined in the Strategic Plan; to be included as a specific item in the Club's Annual Report.
- Undertake exit interviews with members who choose to leave the Club.

## Clubhouse

**Present a Clubhouse that provides a safe and enjoyable environment with high-quality facilities and hospitality services.**

---

### Strategies

- Develop a Clubhouse Master Plan incorporating short and longer-term proposals to expand the building's footprint and enhance its functionality.
- Ensure all Clubhouse improvement projects are subject to industry project management protocols providing project specifications, resource requirements, costs, contingencies, timelines and implementation responsibilities.

### Action Plan

- Redesign, refurbish and expand the outdoor deck to facilitate increased capacity for dining and small functions.
- Redesign and expand the Gaming Room/Sports Bar by incorporating the outdoor sundeck into the Clubhouse proper.
- Refurbish the kitchen to improve the cooking and food preparation facilities and integrate the catering service area with the Bar to reduce its impact on usable floorspace.
- Refurbish both Locker Rooms and toilet areas.
- Undertake necessary improvements to the Club acoustics, lighting, PA/audio systems and heating/cooling functionality.
- Review catering options with a view to improving the provision of food services to suit golfing clientele, more variety for in-house diners and to improve the revenue flow to the Club.
- Replace existing internet and telephone services with up to date technology through FTTP functionality.
- Refurbish out buildings and surrounds, including the Pro-Shop and adjacent toilets, car parks and Cart/Work shed.

## Golf Operations

**Deliver the best golfing services in Canberra.**

---

### Strategies

- Engage the best quality Golf Professionals.
- Ensure professional, friendly and efficient delivery of all Golfing services.
- Promote a safe and enjoyable golfing environment.

### Action Plan

- Implement management procedures and protocols to ensure integration of all Golf Operations' services provided by the Front Office, Pro Shop, Match Committees and Greens Staff.
- Continue to invest in the latest technology to ensure all services and equipment are of class leading quality.
- Implement procedures to ensure the best standard of behaviour and pace of play by all members and visitors.

## Financial Sustainability and Governance

**Ensure a sustainable financial future through sound management and corporate governance practices.**

---

### Strategies

- Develop and adhere to a Five Year Strategic Plan.
- Maximise the Club's revenue streams from the core Pillars of operation – Course, Clubhouse, Golf Operations – to provide the financial capacity to implement the Strategic Plan.
- Revise and periodically update the Club's Rules and By-Laws to facilitate the adoption of contemporary management and governance practices.

### Action Plan

- Formulate an annual Operational Plan (incorporating the annual Budget) identifying those aspects of the Strategic Plan to be actioned in each year.
- Develop a Governance Charter linked to the Rules and By-Laws and Strategic Plan and supported by an Operations Manual of Policies and Procedures.
- Maintain a register of members' skills and qualifications with a view to engaging them in Club operations, when required.
- Provide training and personal development programs to support and enhance the core skill levels of existing staff and to attract high-quality staff in the future.
- Engage Golf NSW Club Support Team to undertake an operational review and assessment of all operations at the Murrumbidgee Country Club.
- Investigate new sources of revenue :
  - Government and Industry Grants,
  - Expansion of existing Golf Operations facilities e.g. Mini-golf; Golf simulator technology; teaching and practice technology.
  - Potential sale/development of parcels of land,
  - Development of existing, approved lease capabilities, e.g. Motel facilities, Function/Conference centre etc.,



  
Murrumbidgee Country Club

Murrumbidgee Country Club  
Kambah Pool Rd  
Kambah, ACT 2902



Golf NSW  
Level 4, 376 Bay Street  
Brighton Le Sands NSW 2216

To Whom It May Concern,

This letter serves to support Murrumbidgee Country Club's submission for the 2025 Community Sport Facilities Program.

I understand Murrumbidgee Country Club will be applying for a grant to fund the replacement of the Club's ageing irrigation system that is now over 30 years old.

A new irrigation system with the latest technology will enable the Club to maximise water efficiency and, at the same time, provide the community with a golfing facility that attracts all golfers focussing on the junior and female cohorts.

We are encouraged by the work that Murrumbidgee Country Club has been doing over the last few years in this space and would support this grant application to enable the only Club in the Tuggeranong Valley to continue the trend of strong membership growth.

The nominations as finalist for 2025 Club of The Year – Country and Junior Club of the Year for the NSW Sports Awards is vindication of this work.

Should you require any further information, I can be contacted on the below details.

Sch 2.2(a)(ii)

## **MURRUMBIDGEE COUNTRY CLUB IRRIGATION SYSTEM LIFE CYCLE COST ANALYSIS**

### **Summary**

This life cycle cost analysis has been prepared for the proposed replacement irrigation system at Murrumbidgee Country Club. The analysis identifies costs associated with system over a 50 year period which is the anticipated life of the underlying pipes. The costing allows for all other system elements to be replaced on their defined life cycles.

The analysis indicates that the maximum cost to be incurred in any one year is \$330k which occurs in years 25 and 50 and is largely related to the scheduled replacement of sprinklers in those years. In 42 of the 50 years, less than \$10k in costs has been identified.

Murrumbidgee currently spends in the order of \$300k to \$400k a year on capital acquisitions and replacements. The identified irrigation system costs can be readily incorporated into this existing capital investment schedule. The Club has sufficient funding to meet the ongoing costs of maintaining and upgrading the system as required over its 50 year life.

### **Methodology**

A lifecycle cost analysis captures all costs associated with a product or system over its anticipated life including acquisition costs, installation costs, operating costs, disposal and maintenance.

In this case, the acquisition and installation costs of the irrigation system are based upon external quotes received.

Operating costs have been excluded as they are already incurred with the existing system and are anticipated to reduce. Similarly disposal costs are not relevant as individual components will be removed when replacement occurs.

The anticipated life cycles of the system components are based upon advice provided in the Feasibility Study provided by Total Irrigation Designers.

As system components reach the end of their life cycle and require replacement, internal staff will undertake this work. As such, a discount of 30% has been applied to the quoted costs to take account of the exclusion of external labour from the replacement process.

Given this, for each element of the system, the following table shows the initial cost of acquisition and installation, the discounted cost of replacement and the lifecycle costs for that component.

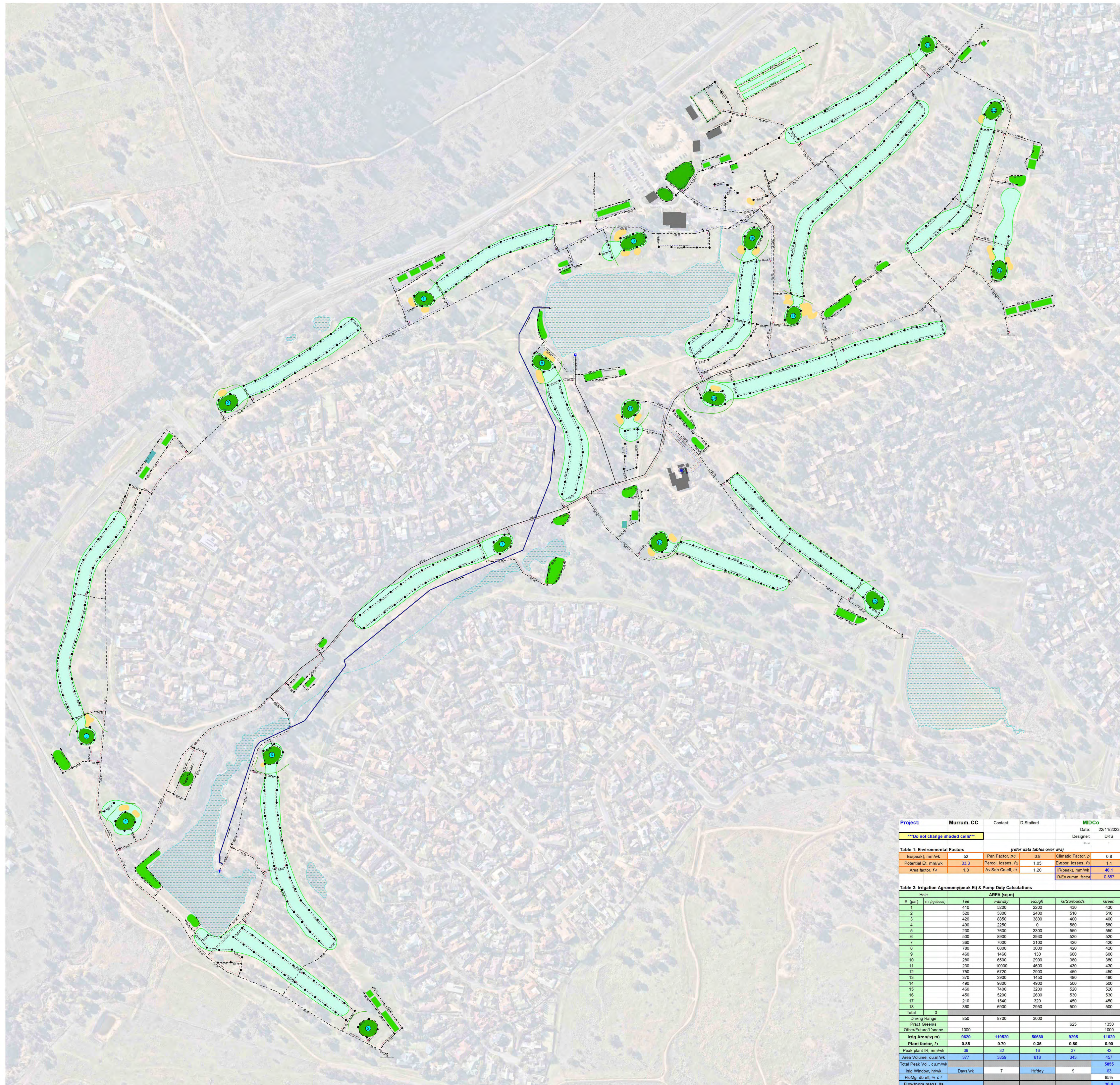
<b>Element</b>	<b>Initial cost \$'000</b>	<b>Replacem cost \$'000</b>	<b>Lifecycle</b>
Pipework	1,075		50 years.
Valves	70	50	15 years so replace in years 15, 30 and 45
Control system	230	160	30 years for system so replace in year 30. Software upgrades each 5 years
Sprinklers	457	320	25 years so replace in years 25 and 50
Pump	128	90	12 years so replace in years 12,24,36 and 48
Total	1,960		

The table on the following page aggregates these costs on an annual basis across the 50 year period.

Major costs are incurred in years 25 and 50 relating to replacement of the sprinklers (\$320k), year 30 on replacement of the controller system (\$170k) and years 12, 24, 26 and 48 (\$90k) relating to replacement of pumps.

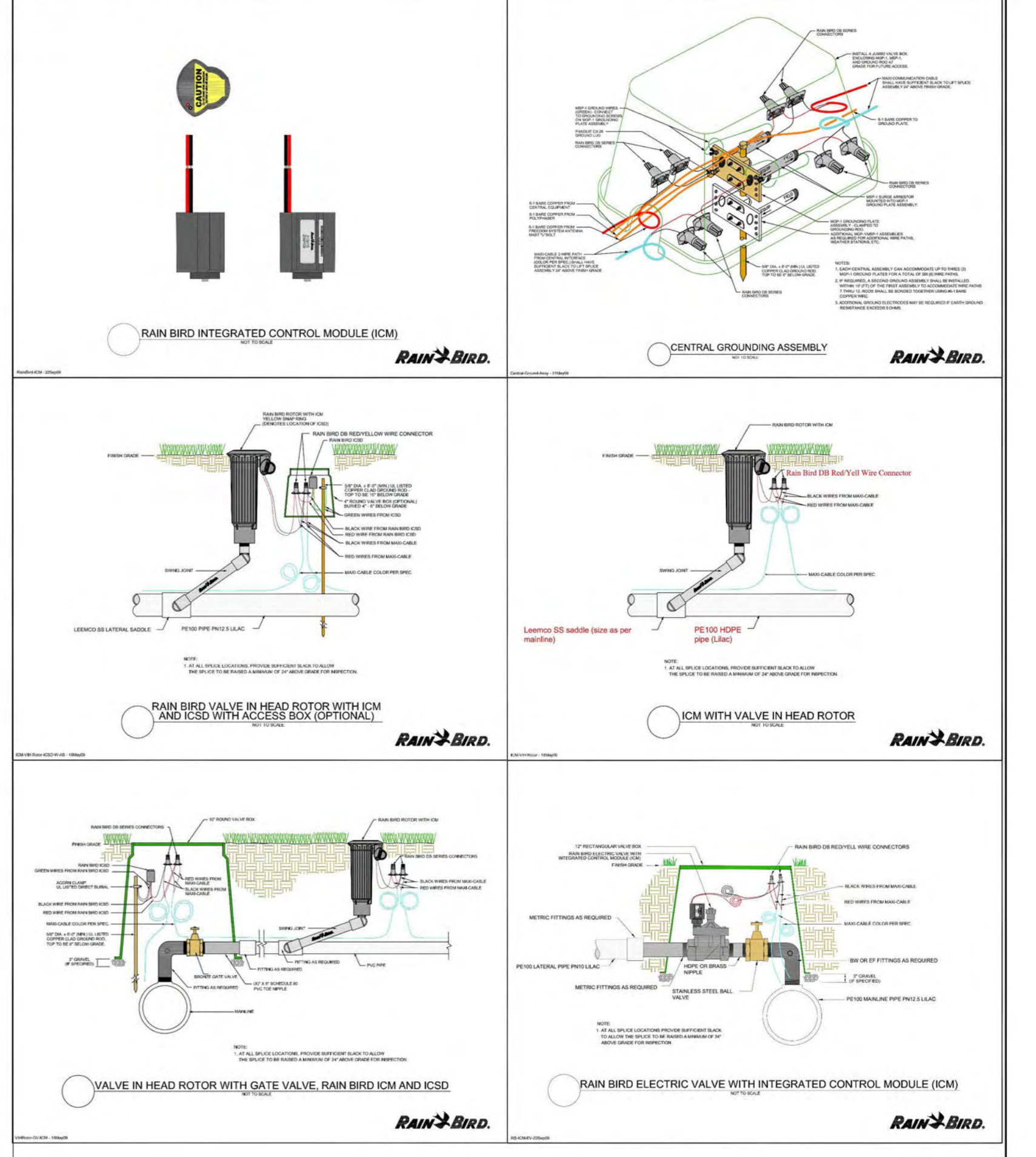
Outside of these years annual costs are small e.g. existing staff checking on operation of soil monitoring and sprinkler equipment. As these costs will be significantly less than the existing commitment of our staff we have listed it as zero in the attached table.

Year	Pipework \$'000	Valves \$'000	Control		Pump \$'000	Total \$'000
			System \$'000	Sprinklers \$'000		
0	1075	70	230	457	128	1960
1						0
2						0
3						0
4						0
5			10			10
6						0
7						0
8						0
9						0
10			10			10
11						0
12					90	90
13						0
14						0
15		50	10			60
16						0
17						0
18						0
19						0
20			10			10
21						0
22						0
23						0
24					90	90
25			10	320		330
26						0
27						0
28						0
29						0
30		50	170			220
31						0
32						0
33						0
34						0
35			10			10
36					90	90
37						0
38						0
39						0
40			10			10
41						0
42						0
43						0
44						0
45		50	10			60
46						0
47						0
48					90	90
49						0
50			10	320		330
	1075	220	490	1097	488	

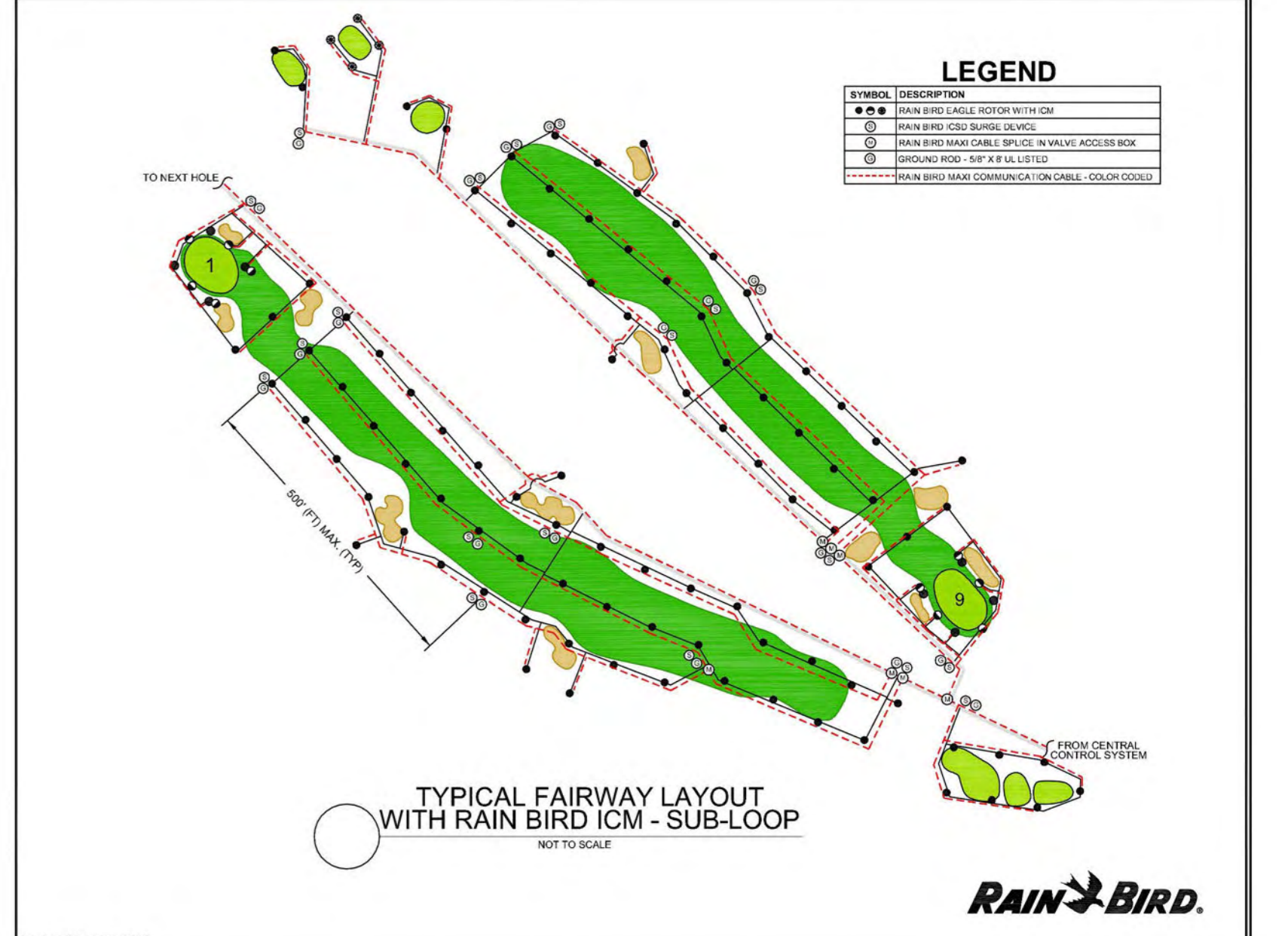


- LEGEND**
- 200, 180, 125 and 110mm PE100 PIPE PN16 or 12.5 \*\*
  - 90 mm PE100 PIPE PN12.5
  - 63 and 50mm PE100 PIPE PN12.5
  - 160mm PN10 PE100 PIPE for MAIN DAM REFILL LINE
  - Rain Bird Maxi Cable - 2 Core x 2.5MM x 500M - Red, Blue, Green, Yellow
  - Rain Bird IC Surge Device
  - ⚡ 50MM Rain Bird PEB Valve - BSP - with Scrubber and IC Module
  - ⊕ 25MM Rain Bird 5RC Quick Coupling Valve - 1 Piece Body, Rubber Cover
  - ⋮ 50 mm Double Acting Air Release Valve
  - ⋮ 50 and 80mm Full Bore Ball Valve with SS handle
  - ⋮ 100, 150, 200 and 250mm CI G/V RS FBE c/w C HW AS2638.2 WM
  - ▲ ACME RAIN BIRD 752ICM #28 80PSI IC Rotor (Tees)
  - ▲ ACME RAIN BIRD 752ICM #36 80PSI IC Rotor (Greens & Surrounds)
  - ACME RAIN BIRD 702ICM #36 80PSI IC Rotor (Fairways)
  - ACME RAIN BIRD 952 IC Rotor 80 PSI #52 IC Rotor (Pr. Area)
  - ⊕ EXISTING and NEW PUMP STATIONS
  - ⊕ EXISTING RAIN BIRD WEATHER STATION
  - ⊕ Rain Bird CIRRUS PRO WITH DUAL MONITOR and IC+ INTERFACE

Details shown below are to illustrate installation methodology only, fittings may differ according to pipe type selection.



Layout mockup shown is to illustrate installation methodology only, surge protection placement varies according to site conditions and 'double run' of cable along mains & sub-main is optional.



**Project:** Murrumbidgee Country Club  
**Contact:** D. Stafford  
**MIDCo**  
**Date:** 22/11/2023  
**Designer:** DKS

**Table 1: Environmental Factors** (refer data tables over w/e)

Edgepeak, mm/whk	52	Plan Factor, p1	0.8	Climate Factor, p1	0.8
Potential EI, mm/whk	33.3	Percol. losses, f2	1.05	Evapor. losses, f3	1.1
Area factor, f4	1.0	Av Scl Coeff, f1	1.20	RIEpeak, mm/whk	46.1
				RIEcum, factor	0.887

**Table 2: Irrigation Agronomy/peak EI & Pump Duty Calculations**

Slope	AREA (sq m)			
	Tee	Fairway	Rough	G/Surrounds
1	410	5200	2200	430
2	520	5800	2400	510
3	420	5850	2800	490
4	490	2250	0	580
5	520	7600	3300	550
6	560	8900	3900	520
7	360	7000	3100	420
8	780	6800	3000	420
9	460	1460	130	600
10	280	6500	2900	380
11	230	10000	4900	430
12	750	6720	2900	450
13	370	2900	1480	480
14	490	9600	4900	500
15	460	7400	3200	520
16	490	5000	2600	530
17	210	1540	300	450
18	360	6900	2950	500
Total	0			
Drainage Range	850	8700	3000	
Prairie Greens			625	1350
Other Fairway Sections	1000			1000
Irrig Area (sq m)	8620	119520	50680	9295
Prairie Greens				11020
Prairie Factor, f1	0.85	0.70	0.35	0.80
Peak plant IR, mm/whk	28	16	16	42
Area Volume, cu/m/whk	377	3659	818	343
Total Peak Vol., cu/m/whk				5885
Irrig Window, hrs/whk	Days/whk	7	Holiday	9
Flow @ 85% Eff. @ 2.1				63
Flow (nom.max), l/s				35.4

REV	DATE	REVISION DESCRIPTION	DWN	CKD	ISSUED
A	12/11/2023	Preliminary	DKS	CG	12/11/2023
A	12/11/2023	Proposal Stage	DKS	CG	12/11/2023
B	06/12/2023	Amended as per superintendent	DKS	CG	06/12/2023

SCALEBAR

Murrumbidgee Country Club

**RAIN BIRD**

Copyright to this drawing is reserved by Murrumbidgee Country Club and must not be retained or produced without their written permission. The drawing is essentially diagrammatic and must be applied to the circumstances as found on site.

Designed: MIDCo  
 Date: 06/12/2023  
 Checked: CG  
 Ref: Irrigation  
 For: Amendments

Client  
**MURRUMBIDGEE COUNTRY CLUB**  
 NEW SOUTH WALES

Project  
**IRRIGATION SYSTEM**

Drawing  
 General Layout

Sheet 1 Of 1  
 Revision B

## CERTIFICATE OF CURRENCY

Date: 11/07/25

Page: 1 of 10

**AUSTRALIAN INSURANCE SOLUTIONS NO 3 AC  
PO BOX 2812  
BURLEIGH DC  
QLD 5220**

**Your local office is:  
Level 17, 44 Market Street  
Sydney  
New South Wales 2000**

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

**Email [insure@ansvar.com.au](mailto:insure@ansvar.com.au)**

Insured Name

MURRUMBIDGEE COUNTRY CLUB

Policy Number

02.900.0640515

Type of Policy

Combined Scheme Policy

Period of Insurance

30/06/25 to 30/06/26 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:**

Your operations are described as:

Golf Club  
Policy Wordings Applicable  
Consolidated ISR MVIV  
AUSPOLISR 0523  
Public Products Liability  
AUSPOLGPL 0624  
Management Liability  
AUSPOLML 0624  
Personal Accident  
AUSPOLPA 0522



Property of Employees and Clubs  
Personal Property of employees and others -  
Limit Any One Person  
Personal Property of employees and others  
Property of Guests and Lodgers -  
Limit Any One Person  
Property of Guests and Lodgers  
Personal Property of Residents -  
Limit Any One Person  
Personal Property of Residents  
Accompanied Baggage in Australia  
Cost of Clearing Blocked Drains, Pipes, Filters  
& Pumps  
Loss of Land Value  
Property In Open Air (Storm)  
Statutory Inquiries  
Liability to Make Enquiries  
Additional Extra Cost of Reinstatement  
Damage Diminution & Accidental Discharge Costs  
Liability for Duty  
Customs Duty  
Change in temperature  
Unpacking Expenses  
Customers' Goods  
Abandoned Undamaged Portion of a Building  
Securities  
Works of Art, Antiques & Curios  
Works of Art, Antiques & Curios - Any One Item  
Decorative Livestock (Fire Only)  
Temporary Removal Exemption  
Emergency Evacuation  
Machinery Breakdown  
Machinery Breakdown - Spoilage/Refrigerated Goods  
Electronic Equipment Breakdown  
General Property Cover Australia  
General Property Cover Australia (Any One Item)

Property In Transit - Australia  
Exploratory Costs  
Fusion  
Branded Goods  
Environmental Improvements - Green Costs  
Metered Water  
Playing Surfaces including Bowling Greens  
Replacement of locks & keys including electronic  
access / swipe cards  
Unspecified Damage (as defined below)  
Property undergoing Construction, Erection &  
Alteration

UNSPECIFIED DAMAGE, for the purpose of any Limit or Sub-Limit of  
Liability or Deductible as shown in the Schedule, means Damage  
caused by any peril or circumstance not more specifically  
covered or excluded by this Policy other than: fire; lightning;  
thunderbolt; explosion; implosion; collapse; earthquake;  
subterranean fire; volcanic eruption; impact; aircraft and/or  
other aerial devices and/or articles dropped therefrom;  
sonic boom; theft; breakage of glass; loss of money; the acts  
of persons taking part in riots or civil commotions or of

Sch 2.2(a)(xi)

strikers or locked-out workers or of persons taking part in labour disturbances or of malicious persons or the acts of any lawfully constituted authority in connection with the foregoing acts or in connection with any conflagration or other catastrophe; storm and/or tempest and/or rainwater and/or wind and/or hail, and/or flood, and/or water or other liquids or substances discharged, overflowing or leaking from apparatus, appliances, pipes or any other system at the premises or elsewhere; or other peril mentioned under the heading in the Schedule, SUB-LIMITS OF LIABILITY.

Sublimits: Section 2 - Consequential Loss

Accommodation Bonds

Rent Receivable

Rent Payable

Prevention of Access

Contractual fines and penalties

Accounts Receivable

Unspecified Suppliers &/or Customers Premises (Australia & New Zealand)

Specified Suppliers' &/or Customers Premises (Worldwide)

Remote Premises of Public Utilities

Other Contributing Properties

Royalties Receivable

Trade Exhibitions

Deferred Management Fees

Public Utilities

Severance Pay

Electronic Equipment Breakdown - ICOW

Indemnity Period:

Maximum Indemnity Periods are:

Gross Profit

These may vary by cover/location.

Please refer to schedule for details.

Aggregate Limit any one Period of Insurance - Sect

Infectious or Contagious Diseases; Vermin, Pests o

Defective Sanitary Arrangements; Food or Drink

Poisoning; Murder, Suicide per event

and Annual in the aggregate

Flood

Cyclone

Acquired Companies

Declarations of Acquired Property

Deductibles - Section 1

The Insured shall bear the following amount(s) in each claim or series of claims arising out of any original source or cause:

Earthquake, Subterranean Fire or Volcanic Eruption

(a) \$20,000 or

(b) An amount equal to 1% of the total Declared Va for Property Insured at the Situation where the lo occurs; whichever is the lesser.

Storm, each and every loss at each and every situation

Named Cyclone

Personal Property of Employees and Others

Machinery Breakdown

Sch 2.2(a)(xi)



Sch 2.2(a)(xi)

Electronic Equipment Breakdown

All Other Claims

Deductibles - Section 2

The Insured shall bear the following amount(s) in respect of each claim or series of claims arising out of any one original source or cause:

Remote Premises of Public Utilities	48 Hours
Prevention of Access	48 Hours
Unspecified Suppliers and/or Customers Premises (Australia & New Zealand)	48 Hours
Specified Suppliers and/or Customers Premises (Worldwide)	48 Hours
Infectious or Contagious Diseases; Vermin, Pests or	
Defective Sanitary Arrangements; Food or Drink	
Poisoning; Murder, Suicide (b)	48 Hours
Electronic Equipment Breakdown - ICOW	48 Hours

ENDORSEMENTS

Section 1 - Material Loss or Damage

The Indemnity

Electronic access / swipe cards

Clause (e) of The Indemnity under Section 1 Material Loss or the sub-limit stated in The Schedule against 'Replacement of locks and keys including electronic access / swipe cards.'

Emergency Evacuation

For emergency evacuation of residents in connection with the damage or threat of damage to the Situation by an insured peril or where evacuation is ordered by a civil authority, the liability of the insurer shall not exceed the sub-limit shown in the schedule and/or the certificate of insurance.

Personal Property of Residents

Personal property of the residents whilst in the confines of the Situation, only to the extent that such property is not otherwise insured. The liability of the Insurer shall not exceed the sub-limit shown in the Schedule and/or the Certificate of Insurance.

**Location of Risk:**

WORLDWIDE EXCLUDING USA  
AND CANADA 2902

**Type of Risk :** 80 – Public Liability

**Type of Cover**

**Broadform Liability**

Public Liability  
Products Liability  
Property in Care/Custody/Control limited to  
Molestation/Sexual Abuse limited to

Sum Insured	Excess
Sch 2.2(a)(xi)	
Not Insured	

**Endorsement**

SAE Sexual Abuse Exclusion  
This Policy does not cover any claim arising from:  
Any actual or alleged Sexual Abuse, as defined in the  
policy wording.

**Additional Comments:**

Contract Works Liability (Maximum Contract value)

Sublimits:

Property in care, custody & control

Automatic Extensions:

Counsellors Liability:

Indemnifiable Fines & Penalties:

Optional Extensions:

1. Sexual Abuse (Any one claim and in the aggregate during the period) NOT INSURED

Extension 1 – Sexual Abuse Retroactive date: / /

2. Replacement Wages NOT INSURED

3. Retroactive Liability Endorsement

- General Public & Products Liability NOT REQD

Agreed Retroactive Date: / / NOT APPLICABLE

- Sexual Abuse Only NOT REQUIRED

Agreed Retroactive Date: / / NOT APPLICABLE

4. Contractual Liability Extension NOT INSURED

5. Member to Member INSURED

6. Trauma Counselling Costs NOT INSURED

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

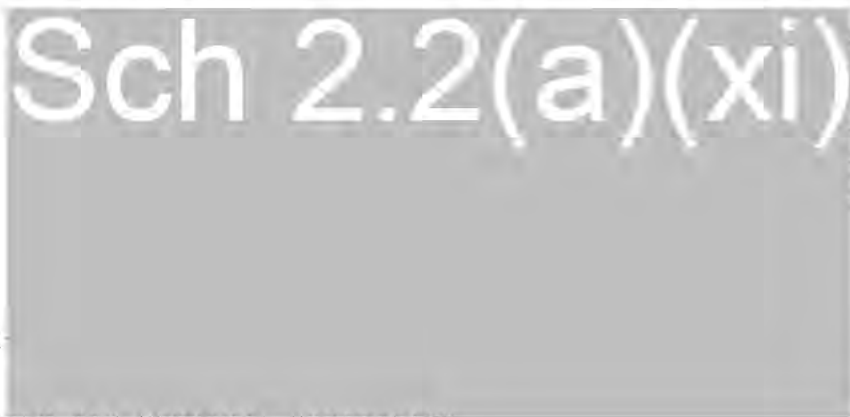
Sch 2.2(a)(xi)

NOT Insured

Sch 2.2(a)(xi)

**Type of Risk :** 89 – Management Liability

Insuring Clauses	Limit Of Liability Any one Claim	Aggregate Limit of Liability	Excess	Retro. Date
Sch 2.2(a)(xi)				30/06/25
				30/06/25



er D&O  
06/25  
06/25  
06/25  
06/25

Entity Reimbursement  
Employment Practices  
Trustees Liability  
Statutory Liability  
Internet Liability  
Entity Crisis Cover  
  
Aggregate Policy Limit  
  
Sublimits  
Employee & Third Party Fidelity  
Tax Audit  
  
Occupation Sports and Physical Recreation  
Geographic Limit as per policy

- IWE INTERNAL WEAKNESS EXCLUSION**  
The following is added to "Exclusions applying to employee fidelity and third party fidelity" section of the policy:  
We are not liable to indemnify you, in respect of any Direct Financial Loss or make any payment in connection with any Dishonest Acts arising from any weakness identified in an external auditors report to management regarding internal operations.  
All other terms and conditions remain unchanged.
- DSE DUAL SIGNATORIES EXCLUSION**  
The following is added to "Exclusions applying to employee fidelity and third party fidelity" section of the policy:  
We are not liable to indemnify you, in respect of any Direct Financial Loss or make any payment in connection with any Dishonest Acts arising from the failure of cheques and electronic fund transfers to have two signatories.  
All other terms and conditions remain unchanged.
- UPE UNAUDITED PREMISES EXCLUSION**  
The following is added to "Exclusions applying to employee fidelity and third party fidelity" section of the policy:  
We are not liable to indemnify you, in respect of any Direct Financial Loss or make any payment in connection

\* Continued

with any Dishonest Acts arising out of, based upon or attributable to premises that are not externally audited annually.  
All other terms and conditions remain unchanged.

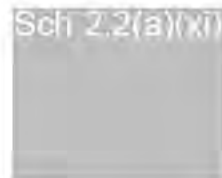
**Type of Risk :** 91 – Volunteers Personal Accident

Insured Person VOLUNTARY WORKERS

**Type of Cover** Voluntary Workers

Details

- Capital Benefits
- Weekly Bodily Injury Benefits
- Out of Pocket Expenses
- Agg. Limit of Liability all Claims



Benefit Period: 52 weeks  
Deferral Period: 7 days

**Additional Comments:**

The above reference to 'Non-Medicare Medical Expenses' and 'Cost of Domestic Help' are hereby removed and replaced with the following:

**ADDITIONAL BENEFITS:**

The following additional benefits are hereby included in this policy:

**- NON-MEDICARE MEDICAL EXPENSES**

The insurance provided also includes out of pocket expenses necessarily incurred solely and directly from bodily injury sustained and not recoverable from any other source up to a maximum of \$2000 any one event. No compensation is payable under the policy for any injury or event to the extent that the payment of which would constitute Health Insurance Business as defined under the National Health Act 1952 (cth) or as amended or would result in a breach of the provisions. This benefit is only available to those members who are not receiving benefits for events 21 or 22 in the table of benefits.

**- DOMESTIC HELP EXPENSES BENEFIT**

Where a benefit is payable under the policy and where an insured person requires domestic assistance as certified by his or her treating doctor, we will pay 80% of all actual and reasonable expenses for the services of a recognized and licensed provider of domestic home help services as applicable to the insured person up to a maximum weekly benefit of \$1000.

The benefit period is limited to a maximum of 26 weeks subject to a 7 day excess period. For the purposes of this benefit, domestic assistance means the usual normal duties undertaken by the insured person as a homemaker, sole provider or dependant children such as child minding, cleaning, cooking, school pick up and drop offs.

**Type of Risk :** 91 – Volunteers Personal Accident

Insured Person MEMBERS

**Type of Cover** Voluntary Workers



Details

# Sch 2.2(a)(xi)

Benefit Period: 52 weeks

Deferral Period: 7 days

## Additional Comments:

The above reference to 'Non-Medicare Medical Expenses' and 'Cost of Domestic Help' are hereby removed and replaced with the following:

### ADDITIONAL BENEFITS:

The following additional benefits are hereby included in this policy:

#### - NON-MEDICARE MEDICAL EXPENSES

The insurance provided also includes out of pocket expenses necessarily incurred solely and directly from bodily injury sustained and not recoverable from any other source up to a maximum of \$2000 any one event. No compensation is payable under the policy for any injury or event to the extent that the payment of which would constitute Health Insurance Business as defined under the National Health Act 1952 (cth) or as amended or would result in a breach of the provisions. This benefit is only available to those members who are not receiving benefits for events 21 or 22 in the table of benefits.

#### - DOMESTIC HELP EXPENSES BENEFIT

Where a benefit is payable under the policy and where an insured person requires domestic assistance as certified by his or her treating doctor, we will pay 80% of all actual and reasonable expenses for the services of a recognized and licensed provider of domestic home help services as applicable to the insured person up to a maximum weekly benefit of \$1000.

The benefit period is limited to a maximum of 26 weeks subject to a 7 day excess period. For the purposes of this benefit, domestic assistance means the usual normal duties undertaken by the insured person as a homemaker, sole provider or dependant children such as child minding, cleaning, cooking, school pick up and drop offs.

## **MURRUMBIDGEE COUNTRY CLUB**

### **PROJECT PLAN: REPLACEMENT OF IRRIGATION SYSTEM**

#### **Project overview**

The project involves the complete replacement of Murrumbidgee's aged irrigation system including pumps, filters, control systems, pipes and sprinklers.

Project scope includes:

- Procurement of project manager
- Detailed planning and design
- Engagement of installers and procurement of hardware
- Installation over a 2 year period from May 2026 between months of May to August each year.

The total project cost is \$2.1m with around 50% of the costs relating to hardware purchase and the remainder labour and construction (equipment hire etc) costs.

Multi -year grant funding (for projects that require a planning and construction period of two years and have a total investment (exclusive of GST) of up to \$2m) will be sought from the ACT government under the Community Sport Facilities Program (CSFP) Capital Works/Construction stream.

As the anticipated cost exceeds grant funding available, and as “co-investment towards the project is strongly encouraged and will be viewed more favourably” by government decision makers, MCC will contribute to the project by way of:

- Utilisation of existing reserves
- Direction of a significant component of the Club's capital spend over the next 3 years towards this project
- Use of in-house resources to assist with construction as an in-kind contribution.

#### **Project context**

Murrumbidgee Country Club is Tuggeranong's only golf course, with a vision of being 'best in class' in delivering golfing and social experiences for our membership, visitors and the wider community. It offers a quality golfing experience for all golfers within a friendly and hospitable environment, making an important contribution towards the ACT government objective of a sport and active recreation sector that is welcoming, progressive and sustainable.

The Club's golfing facilities include an 18-hole golf course, driving range and practice facilities along with a newly constructed indoor teaching facility. These facilities are

utilised by club members as well as members of the public for social golf. The clubhouse provides food and beverages to both golfers and the local community. Opportunities also exist for hosting private functions.

Walking and cycle trails around the perimeter of the golf course include the Bicentennial Trail. These are popular for exercise with local residents and visitors. In addition, there are pathways within the golf course that enable residents of the surrounding estate to have further recreational opportunities.

The golf course is home to local wildlife including wombats, echidnas and kangaroos as well as many varieties of native birds. The golf course also provides a safe green belt with its irrigated areas, in times of bush fire threats.

In recent years, a series of successful initiatives has seen utilisation of the course and club facilities increase substantially. In the last financial year, 67,356 rounds of golf were played on the course. This financial year, an average of 203 rounds of golf have been played per day. Over the past three years, club membership has increased from 1050 to 1318.

A key factor in this growth has been the implementation of a number of programs aimed at increasing accessibility for non-traditional golfers, including juniors, women and seniors.

Specifically:

- Juniors – through Golf Australia the Club runs several scholarship programs for beginner juniors through to emerging talent. These are run in house using the Club's PGA Professionals. These programs have seen an immediate increase in junior membership from 34 three years ago to 112 as of 1 July 2025. The success of these programs has fed into our junior pennant program with two junior teams to be entered next season. Murrumbidgee will be the only ACT golf club with two junior teams. Talented juniors are also gaining experience through placement in senior pennant teams. In January 2025 the Club hosted for the first time the ACT Junior Championships, a Golf Australia World Ranking event with 106 of the best juniors from around Australia. The Club has once committed to hosting the event next year in January 2026.
- Women – The Club has seen a steady increase in the number of women members over the last three years. Programs such as the Swingfit (Interim) beginner have introduced new women to golf. A significant number of these participants upgrade to the full playing category. Unlike many golf clubs. Women have always had full playing rights at Murrumbidgee, with women's competitions on Tuesdays and Saturdays along with the availability of mixed competitions on Wednesdays, Thursdays, Fridays and Sundays. The Club is one of the few in Australia that has dedicated timeslots for women on a Saturday. Women can elect to play outside these slots if they wish, but the women only timeslots offer

women the opportunity to play alongside other women if they choose. Murrumbidgee was also the first golf club in Canberra to sign Golf Australia's Charter in Women's Golf. This was in recognition of the inclusive nature and opportunities the Club offers to women.

- Seniors – MCC has a high percentage of members aged over 65 years (428 of those members who elect to advise the club of their age, are aged over 65 years). It hosts a highly popular Senior's competition each Friday with around 80-90 members competing each week. As members get older, many find the traditional golf courses too challenging and drop out of golf losing important physical and social activity. To address this issue, the Club initiated a new 'green course' which allows golfers of all ages to play on a shorter and less challenging course layout. This initiative has been very popular with 60-70 members participating in weekly 'Green Course' competitions. In addition, the Club has initiated recent changes to the golf handicapping system which enables golfers to play off a choice of 5 tees, ranging from longer more difficult course layouts to less difficult shorter ones. This has allowed older members to continue to enjoy participation.

As outlined earlier, the Club has enhanced its driving range practice facility by providing all weather coverage. In addition, the newly constructed indoor teaching facility incorporates a Trackman system enabling greater analysis with golf Professional assistance. A purpose-built, larger practice putting green was recently constructed with all of these facilities seeing increased utilisation by members and non-members.

The Club and course are embedded within the Gleneagles Residential estate. The course includes defined pathways within it that run parallel to golf holes and link parts of the estate as well as club facilities. These are well utilised by walkers including dog walkers, and cyclists including children returning from school. Irrigating to the tree line as proposed by the new irrigation system will not only enhance golfing and recreational experiences but provide benefits to the eco-system. Users of the Bicentennial Trail also often break their journey by utilising the clubhouse facilities.

## **Project need**

An effective irrigation system is critical to the maintenance and survival of the golf course, and consequently, the ongoing viability of the golf club.

The current irrigation system waters the golf course fairways, tees, greens, surrounds and gardens. It was originally built in 1989 and is increasingly unreliable and subject to failure. The Club currently spends around \$20,000 for replacement parts each year and estimates the equivalent of ½ FTE on repair work.

The course has an agreement in place that also provides Amberly Farm (the Club's south westerly neighbour) with water for the stock and surrounds for the farm.

In late 2024, the Club engaged Matt Wilson from Total Irrigation Designers to conduct a full audit on the existing system and to provide suggestions for rectification. The report is attached. It concluded that the system is in need of significant replacement and upgrade due to the age of much of its major components, end of equipment lifecycle and out of date system design and management controls. Key findings included:

- After 35 years, critical components of the system are out of life and are subject to increasing failure. The industry expectation is a 25 year life from sprinklers, 16-20 years on solenoid valves, 15 year life on control systems with computer upgrades each 5-6 years, 30 year life on cable and decoder and 12-15 years on pump stations.
- The original sprinklers installed have not been available for the past 25-30 years and have been replaced over time with “best fit” alternatives
- Much of the original pipework includes 65mm and 125 mm UPVC which has not been available for over 30 years. Re-joining such sizes is costly and time consuming and creates issues with water pressure and water hammer which is leading to increasing breakage and leakage
- The layout and location of sprinkler heads is no longer suitable leading to under and over watering
- The pump system is causing main pipe failures when operating at its designed pressure level and is consequently operating at reduced pressure levels. The remote access component of the control panel operated on the 3G network and is no longer operational
- The filter system is aged and unnecessarily labour intensive – requiring regularly manual cleaning and checking daily throughout summer period.

## **Project benefits**

The major outcome of this project will be the ongoing sustainability of an important community asset through the continued viability of the golf course and club. Additional benefits from installing a new irrigation system for a golf course include:

### **1. Water Efficiency**

- **Reduced Water Waste:** Modern systems use smart controllers, soil moisture sensors, and weather data to apply water only where and when it's needed.
- **Targeted Irrigation:** Zones can be customised for different turf types and sun exposure, improving overall water use.

### **2. Cost Savings**

- **Lower Water Bills:** Efficient use of water translates to significant long-term savings, especially in regions like Canberra that has high water costs (\$5.58 per/k for potable water).
- **Reduced Maintenance Costs:** Newer systems require less manual labour and fewer repairs compared to outdated or failing systems.

### **3. Environmental Sustainability**

- **Water Conservation:** Helps the course meet environmental regulations and sustainability goals.
- **Reduced Runoff & Erosion:** Precision watering limits over-saturation and the movement of fertilisers or pesticides into nearby ecosystems.

### **4. Improved Turf Health and Playability**

- **Consistent Turf Quality:** Healthier, more resilient turf enhances the player experience.
- **Faster Recovery After Drought or Stress:** Advanced systems support quicker recovery from dry spells or high heat.

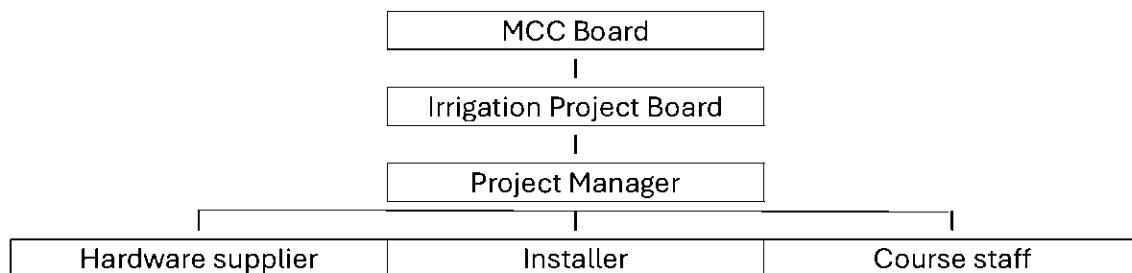
### **5. Automation and Remote Control**

- **Smart Technology Integration:** Systems can be monitored and adjusted remotely via mobile apps or software platforms.
- **Reduced Labour Requirements:** Automation reduces the need for manual operation and monitoring.

## 6. Higher quality golf course

- **Enhanced Course Appearance:** Consistently green and well-maintained turf improves the visual appeal.
- **Attracts More Golfers and Events:** Higher quality play conditions can increase rounds played and revenue.

## Project governance and management



The MCC Board will be responsible for the governance and oversight of the project.

An Irrigation Project Board will be established to take responsibility for operational oversight of the project including review and approval of detailed project planning, approval of scheduling and timetabling decisions and monitoring of implementation. The Committee will comprise the General Manager, Course Superintendent and a Board or Committee representative.

Murrumbidgee's current staffing totals 8 full time employees. Whilst existing senior course staff have experience and expertise in irrigation system management and maintenance, they do not have the capacity to manage a project of this size in conjunction with existing course duties. As such, it is intended to contract in a project manager with the relevant experience and expertise to successfully implement a project of this significance and complexity. The project manager will be responsible for:

- Reporting to the Project Board on all aspects of the project
- Preparation of detailed plans and schedules

- Managing procurement processes for the hardware supplier and installer and making related recommendations to the Project Board
- Overseeing the installation ensuring the quality and timeliness of completion
- Management of project budget (through the General Manager).

Project implementation will involve activities of the installers (digging trenches, laying pipes, installing equipment etc) working with the hardware suppliers and assisted, where possible, by labour provided by existing course staff.

### **Project scope**

The project scope will include the complete replacement of the Club's existing irrigation system with associated detailed planning, procurement and implementation activities.

Specifics include:

- Procurement of project manager
- Preparation of detailed implementation plans and schedules
- Procurement process to select hardware supplier and subsequent acquisition of hardware including pipes, valves, sprinklers, pumps
- Procurement process to select installer
- Course works and installation of the replacement irrigation system. In line with expert advice, in order to minimise potential for disruption and project failure, implementation activities will be undertaken over a 2 year period throughout the months of May to August.
- Post project evaluation and reporting including necessary acquittals.

### **Project schedule**

The following high level project schedule is based on expert advice on how best to schedule necessary works such that:

- Hardware is all purchased at commencement of project in order to manage risk of price increase
- technical dependencies are managed -eg pump system replacement necessary before new irrigation can become operational. Allows completed works to be progressively activated
- the workload and costing is spread over a two year period – in order to manage disruptions to the golf course and phasing of expenditure
- works completed during the months of May to August which are the months where there is a lower level demand on existing staff resources and the course does not require irrigation.

<b>Timeframe</b>	<b>Activity</b>
July – Nov 2025	Obtain updated quotes (hardware, installer and project manager) and technical reports Preparation and Board endorsement of project strategy, timing and funding proposals Submission of grant application
February 2026	Advice on grant application Appointment of Project Manager
March-May 2026	Detailed planning and scheduling Selection of hardware supplier Selection of installer
May-August 2026	Hardware purchase Stage 1 works: pump station upgrades, controller implementation, new mainline and irrigation system for first seven holes
May-August 2027	Stage 2 works: mainline and irrigation system for remaining holes, lawns surrounding club house, practice greens, tees and fairways

The schedule will be reviewed and updated during the detailed planning process.

### **Critical assumptions**

The following assumptions have been made in formulating this project proposal and schedule:

- that a significant proportion of the budget will be funded by the ACT Government under the CSFP program
- that the Board will be in a position to allocate the specified amount of its annual capital replacement budget to the program over the life of the project. That is, that there are no unforeseen emergencies or equipment breakdown requiring diversion of funds over this period,

The replacement of the irrigation system is not an optional project – it needs to be undertaken in order to ensure the ongoing viability of the golf course and club.

Therefore, in the event that these assumptions are not realised, alternative arrangements would be explored including:

- supplier financing – one of the three hardware suppliers offer finance packaging deals. This typically includes one-off, as opposed to phased installation. This is an undesirable solution as it limits the club to one potential supplier for both hardware and installation, necessitates a single year implementation with associated significant disruption and ties the club into a long term financing obligations.

- Rescheduling – the project has been scheduled over a two year period in order to manage disruption and project risk. The option exists to extend project life thereby allowing the Club to utilise its annual capitals works budget over an extended period. A longer timeframe creates risks in terms of project completion and assumes the club would have no other requirements for capital expenditure over this period
- Fund raising – in the past the Club has raised funds for critical expenditure (such as the purchase of potable water during the drought) by way of the sale of Membership for Life packages to golfers. Whilst this approach provides some short term relief, it is not desirable given it reduces future year income flows.

### Project budget

Supply and installation of irrigation system

External costs per per attached quote	\$1,966k	
Allowance for items excluded from quote	<u>54k</u>	\$2,020
Employment of project manager (per attached quote )		\$40k
Admin/legal costs		\$10k
<b>Total</b>		<b>\$2,070k</b>

Project funding of \$2.0 million will be sought from the ACT government under the CSFP program. This will be available from 1 July 2026 and will be supplemented with the use of existing club cash reserves, deployment of part of the Club’s annual capital budget and utilisation of Club resources to assist with installation activities.

The following 3 scenarios illustrate how the budget would be phased and funded in the event that:

- Grant funding of \$2.0m is received
- Grant funding of \$1.5m is received
- Grant funding of \$1.0m is received.

	2026-27	2027-28
Scenario (a) Cost driver	Half of hardware purchased plus 50% of install completed	Half purchased plus 50% of install completed
Hardware and installation costs	1,000,000	1,020,000
Project Mgt/admin	35,000	15,000
<b>TOTAL COST</b>	<b>1,035,000</b>	<b>1,035,000</b>
<b>FUNDING</b>		
Govt grant	1,000,000	1,000,000
In house contribution	35,000	35,000
<b>TOTAL FUNDING</b>	<b>1,035,000</b>	<b>1,035,000</b>

	2026-27	2027-28
Scenario (b) Cost driver	All hardware purchased plus 45% of install completed	55% of install completed
Hardware and installation costs	1,420,000	600,000
Project Mgt/admin	35,000	15,000
<b>TOTAL COST</b>	<b>1,455,000</b>	<b>615,000</b>
FUNDING		
Govt grant	1,000,000	500,000
Capital works budget	300,000	35,000
Existing reserves	75,000	
In house contribution	80,000	80,000
<b>TOTAL FUNDING</b>	<b>1,455,000</b>	<b>615,000</b>

	2026-27	2027-28
Scenario (c) Cost driver	All hardware purchased plus 45% of install completed	55% of install completed
Hardware and installation costs	1,420,000	600,000
Project Mgt/admin	35,000	15,000
<b>TOTAL COST</b>	<b>1,455,000</b>	<b>615,000</b>
FUNDING		
Govt grant	500,000	500,000
Capital works budget	400,000	35,000
Existing reserves	475,000	
In house contribution	80,000	80,000
<b>TOTAL FUNDING</b>	<b>1,455,000</b>	<b>615,000</b>

**CUSTOMER QUOTATION NO. 5139**

MURRUMBIDGEE COUNTRY CLUB INC  
PO BOX 3094  
WESTON CREEK ACT 2611

**Quote No:** 5139  
**Site:** Murrumbidgee Golf Course  
**Site Contact:** Sch 2.2(a)(xi)  
**Salesperson:** [Redacted]  
**Phone:** [Redacted]  
**Valid For:** 30 Day(s)  
**Date:** 29/08/2025  
**Valid Until:** 17/09/2025

**Description**

Tender quotation for the supply and installation of a new automatic, popup golf irrigation system for Murrumbidgee Country Club, as per MIDCo Irrigation System plan set dated 06/12/2023, consisting of:

- Installation of new 250mm poly suction line, 250mm stainless steel foot valve and buttwelded reducing fittings for connection to existing irrigation booster pump and new fabricated poly pontoon for foot valve float
- Supply of new Inca Controls modem for existing pump station control panel to replace old 3G modem, club to provide extranet data sim card for operation
- Upgrade of DIX screen filter with new motorised brush drive and backwash control unit for automatic filter operation
- Installation of 200mm Bermad Turbo IR water meter with water meter validation submission
- Installation of course upgrade irrigation system as per plan set utilising **Rainbird** irrigation system as designed
- Installation of Leemco quick coupling valves and supply of 6 x Leemco QCV keys with swivels for hand watering
- Supply and installation of additional irrigation transfer / backup booster set in place of existing transfer pump system at lower dam, configured to deliver 15.0 l/sec at 750kpa to course as backup in case of main system failure, with additional functionality of water transfer to main dam and low volume water supply to neighbouring property
- Installation of Inca Controls remote access modem to transfer / backup booster pump set to allow remote monitoring of pumps for operation as required
- Installation of new 200mm poly suction line, 200mm stainless steel foot valve, buttwelded reducing fittings for connection to new transfer booster pump and new fabricated poly pontoon for foot valve float
- Installation of new 150mm Dix automatic screen filter for backup / water transfer pump system
- Installation of 150mm Bermad Turbo IR water meter with meter validation submission for transfer system

**Admin**

7594 - Installations Commercial

Sub-Total ex GST Sch 2.2(a)(xi)  
GST  
Total inc GST

Section Sub-Total ex GST  
GST  
Section Total inc GST

**Irrigation Booster Pump Suction Line**

7595 - Installations Commercial

Sub-Total ex GST  
GST  
Total inc GST

**CUSTOMER QUOTATION NO. 5139**

**Irrigation Booster Pump Filter Upgrade**

7596 - Installations Commercial

Section Sub-Total ex GST  
GST  
Section Total inc GST

Sub-Total ex GST  
GST  
Total inc GST

**Irrigation Booster Pump Water Meter Upgrade**

7597 - Installations Commercial

Section Sub-Total ex GST  
GST  
Section Total inc GST

Sub-Total ex GST  
GST  
Total inc GST

**Irrigation Mainline and Fittings**

7627 - Installations Commercial

Section Sub-Total ex GST  
GST  
Section Total inc GST

Sub-Total ex GST  
GST  
Total inc GST

**Mainline and Submains Isolation Valves**

7759 - Installations Commercial

Section Sub-Total ex GST  
GST  
Section Total inc GST

Sub-Total ex GST  
GST  
Total inc GST

**Submain Pipework and Lateral Fittings**

7825 - Installations Commercial

Section Sub-Total ex GST  
GST  
Section Total inc GST

Sub-Total ex GST  
GST

**CUSTOMER QUOTATION NO. 5139**

**Submain Pipework and Lateral Fittings**

7825 - Installations Commercial

Total inc GST Sch 2.2(a)(xi)

Section Sub-Total ex GST  
GST  
Section Total inc GST

**Irrigation Control System**

7891 - Installations Commercial

Sub-Total ex GST  
GST  
Total inc GST

Section Sub-Total ex GST  
GST  
Section Total inc GST

**Popup Sprinklers**

7858 - Installations Commercial

Sub-Total ex GST  
GST  
Total inc GST

Section Sub-Total ex GST  
GST  
Section Total inc GST

**Quick Coupling Valves**

8782 - Installations Commercial

Sub-Total ex GST  
GST  
Total inc GST

Section Sub-Total ex GST  
GST  
Section Total inc GST

**Irrigation Backup / Transfer Pump System**

8749 - Installations Commercial

Sub-Total ex GST  
GST  
Total inc GST

Section Sub-Total ex GST  
GST  
Section Total inc GST



Waterland Pty Ltd  
ABN 88067610477  
Licence # 200427787

Sch 2.2(a)(xi)  
www.waterlandptyltd.com.au  
1 Sleigh Place  
Hume ACT 2620

**CUSTOMER QUOTATION NO. 5139**

**New Modem for Existing Irrigation Pump System**

8716 - Installations Commercial

Sub-Total ex GST  
GST  
Total inc GST



Section Sub-Total ex GST  
GST  
Section Total inc GST

Thank you.

Sub-Total ex GST  
GST  
Total inc GST



## Terms & Conditions

The following items are excluded from this quote unless specifically stated in the quote description:

- No allowance for locating services by a certified locator.
- No allowance for under-path boring and hydrovacating.
- No allowance for slab penetration and waterproofing.
- No allowance for power supply of the irrigation controller.
- No allowance for Wi-Fi source for the irrigation controller.
- No allowance for traffic management or associated permits.
- No allowance for TCCS approvals or inspections.
- No allowance for reseeding, turf restoration, or reinstatement works.
- No allowance for soil import, disposal of spoil, or remediation unless specified.
- In garden areas, mulching is to be completed after drip irrigation installation.
- No allowance for rock excavation, contaminated soil handling, or groundwater management.
- No allowance for site-specific inductions or extended pre-start requirements.
- No allowance for night works or weekend work unless stated.
- No allowance for the identification, handling, or disposal of asbestos or asbestos-containing materials.
- Sleeves and Conduits by others unless stated.
- No allowance for thrust blocks.
- No allowance for repairs to any damage caused by others after installation. A variation will be applied if required.

**CUSTOMER QUOTATION NO. 5163**

MURRUMBIDGEE COUNTRY CLUB INC  
PO BOX 3094  
WESTON CREEK ACT 2611

**Quote No:** 5163  
**Site:** Murrumbidgee Golf Course  
**Site Contact:**  
**Salesperson:** Sch 2.2(a)(xi)  
**Phone:**  
**Valid For:** 30 Day(s)  
**Date:** 29/08/2025  
**Valid Until:** 27/09/2025

**Description**

Tender quotation for the supply and installation of a new automatic, popup golf irrigation system for Murrumbidgee Country Club, as per MIDCo Irrigation System plan set dated 06/12/2023, consisting of:

- Installation of new 250mm poly suction line, 250mm stainless steel foot valve and buttwelded reducing fittings for connection to existing irrigation booster pump and new fabricated poly pontoon for foot valve float
- Supply of new Inca Controls modem for existing pump station control panel to replace old 3G modem, club to provide extranet data sim card for operation
- Upgrade of DIX screen filter with new motorised brush drive and backwash control unit for automatic filter operation
- Installation of 200mm Bermad Turbo IR water meter with water meter validation submission
- Installation of course upgrade irrigation system as per plan set utilising **Toro** irrigation system as designed
- Installation of Leemco quick coupling valves and supply of 6 x Leemco QCV keys with swivels for hand watering
- Supply and installation of additional irrigation transfer / backup booster set in place of existing transfer pump system at lower dam, configured to deliver 15.0 l/sec at 750kpa to course as backup in case of main system failure, with additional functionality of water transfer to main dam and low volume water supply to neighbouring property
- Installation of Inca Controls remote access modem to transfer / backup booster pump set to allow remote monitoring of pumps for operation as required
- Installation of new 200mm poly suction line, 200mm stainless steel foot valve, buttwelded reducing fittings for connection to new transfer booster pump and new fabricated poly pontoon for foot valve float
- Installation of new 150mm Dix automatic screen filter for backup / water transfer pump system
- Installation of 150mm Bermad Turbo IR water meter with meter validation submission for transfer system

**Admin**

8815 - Installations Commercial

Sub-Total ex GST  
GST  
Total inc GST

Sch 2.2(a)(xi)

Section Sub-Total ex GST  
GST  
Section Total inc GST

**Irrigation Booster Pump Suction Line**

8816 - Installations Commercial

Sub-Total ex GST  
GST  
Total inc GST

Section Sub-Total ex GST  
GST

**CUSTOMER QUOTATION NO. 5163**

**Irrigation Booster Pump Filter Upgrade**

8817 - Installations Commercial

Section Total inc GST Sch 2.2(a)(xi)

Sub-Total ex GST  
GST  
Total inc GST

Section Sub-Total ex GST  
GST  
Section Total inc GST

**Irrigation Booster Pump Water Meter Upgrade**

8818 - Installations Commercial

Sub-Total ex GST  
GST  
Total inc GST

Section Sub-Total ex GST  
GST  
Section Total inc GST

**Irrigation Mainline and Fittings**

8819 - Installations Commercial

Sub-Total ex GST  
GST  
Total inc GST

Section Sub-Total ex GST  
GST  
Section Total inc GST

**Mainline and Submains Isolation Valves**

8820 - Installations Commercial

Sub-Total ex GST  
GST  
Total inc GST

Section Sub-Total ex GST  
GST  
Section Total inc GST

**Submain Pipework and Lateral Fittings**

8821 - Installations Commercial

Sub-Total ex GST  
GST  
Total inc GST

**CUSTOMER QUOTATION NO. 5163**

**Irrigation Control System**

8822 - Installations Commercial

Section Sub-Total ex GST  
GST  
Section Total inc GST

Sub-Total ex GST  
GST  
Total inc GST

**Popup Sprinklers**

8823 - Installations Commercial

Section Sub-Total ex GST  
GST  
Section Total inc GST

Sub-Total ex GST  
GST  
Total inc GST

**Quick Coupling Valves**

8824 - Installations Commercial

Section Sub-Total ex GST  
GST  
Section Total inc GST

Sub-Total ex GST  
GST  
Total inc GST

**Irrigation Backup / Transfer Pump System**

8825 - Installations Commercial

Section Sub-Total ex GST  
GST  
Section Total inc GST

Sub-Total ex GST  
GST  
Total inc GST

**New Modem for Existing Irrigation Pump System**

8826 - Installations Commercial

Section Sub-Total ex GST  
GST  
Section Total inc GST

Sub-Total ex GST  
GST



Waterland Pty Ltd  
ABN 88067610477  
Licence # 200427787

Sch 2.2(a)(xi)  
www.waterlandptyltd.com.au  
1 Sleigh Place  
Hume ACT 2620

**CUSTOMER QUOTATION NO. 5163**

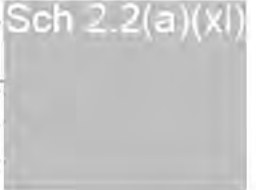
**New Modem for Existing Irrigation Pump System**

8826 - Installations Commercial

Total inc GST Sch 2.2(a)(xi)

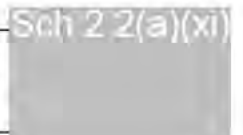
Section Sub-Total ex GST  
GST

Section Total inc GST



Thank you.

Sub-Total ex GST  
GST  
Total inc GST



## Terms & Conditions

The following items are excluded from this quote unless specifically stated in the quote description:

- No allowance for locating services by a certified locator.
- No allowance for under-path boring and hydrovacating.
- No allowance for slab penetration and waterproofing.
- No allowance for power supply of the irrigation controller.
- No allowance for Wi-Fi source for the irrigation controller.
- No allowance for traffic management or associated permits.
- No allowance for TCCS approvals or inspections.
- No allowance for reseeding, turf restoration, or reinstatement works.
- No allowance for soil import, disposal of spoil, or remediation unless specified.
- In garden areas, mulching is to be completed after drip irrigation installation.
- No allowance for rock excavation, contaminated soil handling, or groundwater management.
- No allowance for site-specific inductions or extended pre-start requirements.
- No allowance for night works or weekend work unless stated.
- No allowance for the identification, handling, or disposal of asbestos or asbestos-containing materials.
- Sleeves and Conduits by others unless stated.
- No allowance for thrust blocks.
- No allowance for repairs to any damage caused by others after installation. A variation will be applied if required.

# Ansvar Industrial Special Risks Mark IV Consolidated Insurance

POLICY WORDING

---

# Contents

## About Ansvar

### Insurance from one of Australia's specialist insurers

About Ansvar	5
Our approach	5
Supporting our community	5
Duty of disclosure	5
Our contract with You	6
Cooling off period	6

## Important information

Changes to the insurance policy wording	7
Terrorism	7
Costs	7
General Insurance Code of Practice	8
Privacy	8
Complaints and Disputes Resolution process	8
Average/underinsurance	9
Examples	9
Goods and services tax (GST)	10

## Industrial Special Risks Mark IV Consolidated Insurance

### Definitions Applicable to All Sections

Act of Terrorism	11
Approved Valuer	11
Burglary	11
Business	11
Business Hours	12
Computer Crime	12
Computer System	12
Consequential Loss	12
Cyber Attack	12
Damage/Damaged	12
Data	12
Debris	12
Declared Value(s)	12

<b>5</b>	Deductible	13
	Electronic Data	13
	Flood	13
<b>5</b>	Green Standards	13
5	Indemnity Value	13
5	Landscaping	13
5	Land Value	13
5	Limit(s) of Liability	13
6	Malicious Damage	13
6	Money	13
	Period of Insurance	14
<b>7</b>	Policy	14
7	Policy Schedule	14
7	Pollution or Contamination	14
7	Premises	14
8	Property Insured	14
8	Securities	14
8	Situation	14
9	Solar Panels	14
9	Statutory Inquiries	14
10	Storm	15
	Sub-Limit of Liability	15
	Theft	15
<b>11</b>	Unspecified Damage	15
	Watercraft	15
	We, Us, Our and Insurer	15
	You, Your and Insured	15
	<b>Section 1 Material loss or damage</b>	<b>16</b>
	The Indemnity	16
	Basis of settlement	18
	<b>Memoranda to Section 1</b>	<b>21</b>
	Branded goods	21
	Offsetting Declared Values	21
	Environment improvement – better green coverage	21
	Indemnity Value	21
	Interests of other parties	21
	Labels, containers and wrappings	22

---

## ContentsContents (continued)

Reinstatement or replacement	22	<b>Memoranda to Section 2</b>	<b>34</b>
Reinstatement of Damage by the Insured	23	Temporary accommodation	34
Average/underinsurance	23	Accommodation bonds	34
Co-insurance	23	Severance pay	34
Dissimilar property	23	Rent payable	34
First loss insurance - Theft and Money	23	Rent receivable	34
Extra cost of reinstatement	23	Contractual fines and penalties	35
Additional extra cost of reinstatement	24	Accounts receivable	35
Floor space ratio index (plot ratio)	24	Government incentives	35
Acquired companies	24	Turnover elsewhere after Damage	35
Loss of Land Value	25	Departmental	35
Output replacement	25	New business	35
Constructive total loss	26	Accumulated stocks	36
Buildings of architectural and historic interest	26	Books of account	36
Abandoned undamaged portion of a building	26	Public utilities	36
Undamaged foundations	26	Other contributing properties	36
Undamaged ancillary and/or peripheral equipment	27	Turnover/output alternative	37
Application of Deductibles	27	Specified suppliers' and/or customers' premises	37
		Unspecified suppliers' and/or customers' premises (Australia & New Zealand)	37
<b>Section 2 Business Interruption</b>	<b>27</b>	Royalties receivable	37
The indemnity	27	Interdependency – Australia	37
Basis of settlement	27	Infectious or contagious diseases; vermin, pests or defective sanitary arrangements; food or drink poisoning; murder, suicide	38
<b>Item No. 1 – Loss of Gross Profit</b>	<b>27</b>	Trade exhibitions	38
<b>Item No. 2 – Claim preparation fees</b>	<b>28</b>	Reduced margin	38
<b>Item No. 3 – Pay-Roll</b>	<b>28</b>	Computer	38
<b>Item No. 4 – Additional increased cost of working</b>	<b>28</b>	Salvage sale	38
<b>Item No. 5 – Refundable accommodation deposits (RAD)</b>	<b>28</b>	Premises in the vicinity (prevention of access)	39
<b>Item No. 6 – Gross Rentals</b>	<b>29</b>	Registered vehicles and/or trailers	39
Definitions	30		
Memoranda	30	<b>Exclusions applicable to all sections</b>	<b>39</b>
<b>Item No. 7 – Gross Revenue</b>	<b>30</b>	Property exclusions	39
Definitions	31	Electronic Data Exclusion	41
Memoranda	32		
<b>Item No. 8 – Research establishment expenses</b>	<b>32</b>	<b>Computer Systems and Data Exclusion</b>	<b>41</b>
Definitions	32	Perils exclusions	41
		General exclusions	43
<b>Definitions applicable to Section 2</b>	<b>33</b>		
Gross Profit	33	<b>Memoranda applicable to all sections</b>	<b>44</b>
Turnover	33	Amount of Policy not reduced by loss	44
Indemnity Period	33	Event	44
Consolidated Period	33	Subrogation waiver	44
Insured Pay-Roll	33	Adjustment of premium	44
Pay-Roll	33		
Shortage in Turnover	33	<b>Conditions applicable to all sections</b>	<b>45</b>
Rate of Gross Profit	33	1. Misrepresentation and non-disclosure	45
Annual Turnover	33	2. Alteration	45
Standard Turnover	33		
Rate of Pay-Roll	33		
Items Insured	34		

---

## ContentsContents (continued)

3. Sprinkler installations	45
4. Cancellation	46
5. Notification of claims	46
6. Fraud	46
7. Reinstatement	46
8. Insurer(s) rights	46
9. Subrogation	47
10. Precautions to prevent loss	47
11. Insured's action after Theft or Malicious Damage	47
12. Termination of cover under section 2	47
13. Observance of terms and conditions	47
14. Progress payments	47
15. Jurisdiction	47
16. Headings	47
<b>Optional covers</b>	<b>48</b>
Golf clubs	48
Changes in a temperature controlled environment	48
Fusion	48
Machinery breakdown (Damage and expediting expenses)	48
EDP breakdown	49
General property cover – Australia	50
Property in transit – Australia	50
<b>Endorsements</b>	<b>50</b>

# About Ansvar

## Insurance from one of Australia's specialist insurers

Our ISR Mark IV Consolidated insurance policy wording is specifically designed to protect You against Damage to Your property and financial loss as a result of property Damage.

### ABOUT ANSVAR

The issuer of this insurance product is Ansvar Insurance Limited (Ansvar), ABN 21 007 216 506 and Australian Financial Services Licensee 237826.

Ansvar is a specialist insurer offering tailored insurance and risk management services to the Care, Community Services (including Not-for-Profit), Education, Faith and Heritage sectors. With more than 60 years of experience in the Australian insurance industry we have a deep understanding of our clients' needs, risks and operational challenges.

Ansvar is a proud member of the Benefact Group, an independent, specialist financial services group that exists to give its profit to charity.

Our registered office is Level 5, 1 Southbank Boulevard, Southbank, Victoria.

Our contact details are: Ansvar Insurance

Phone: 1300 650 540

Post: GPO Box 1655, Melbourne, Victoria 3001

Email: [insure@ansvar.com.au](mailto:insure@ansvar.com.au)

Website: [ansvar.com.au](http://ansvar.com.au)

### OUR APPROACH

Service is paramount at Ansvar, and our team is committed to consistently providing the best client experience possible.

Our in house Client Solutions and Claims teams are focused on understanding and resolving issues important to our clients. We offer practical solutions to help our clients protect their assets and importantly, their people.

### SUPPORTING OUR COMMUNITY

We remain committed to supporting local communities through our Community Education Program.

Each year, Ansvar donates a percentage of our profits to organisations that provide valuable support to improve and enrich the lives of young Australians, so they may contribute positively to the community in which they live.

### DUTY OF DISCLOSURE

Before You enter into an insurance contract, You have a duty of disclosure under the Insurance Contracts Act 1984 (Cth). If We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until We agree to insure You.

You have the same duty to disclose these matters to Us before You renew, extend, vary or reinstate an insurance contract.

#### **If You do not tell Us something**

If You do not tell Us anything You are required to tell Us, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

## OUR CONTRACT WITH YOU

This policy is a contract of insurance between Ansvar and You (The Policy). The Policy is comprised of:

- This insurance policy wording, which sets out the general terms and conditions of cover;
- The Policy Schedule (often referred to as the Schedule), which is a document unique to You which includes any changes, exclusions, terms and conditions relevant to Your specific circumstances;
- The Schedule of declared assets including business interruption figures insured under Your Policy; and
- Any other written change (such as an endorsement) which may change or modify the above documents.

You will need to read the entirety of the Policy for the full description of the terms, conditions and limitations of Your insurance cover.

It is important that you read the policy documents carefully in conjunction with Your quotation, before making a decision to purchase this insurance.

In consideration of payment of Your premium, We will insure You under this Policy, and as shown in Your Policy Schedule. Your insurance commences from the time We accept Your application or variation and premium and concludes at 4.00pm local standard time on the date shown in Your Policy Schedule.

If the terms of this Policy are not observed, cover may be reduced or cancelled.

## COOLING OFF PERIOD

We will refund the entire premium You have paid for cover under this Policy if You cancel the Policy within fourteen (14) days of its commencement. To do this, You must advise Us in writing of Your decision. The Policy will be cancelled with effect from the inception date. You will not receive a refund if You have made a claim or intend to claim under the Policy.

# Important information

## CHANGES TO THE INSURANCE POLICY WORDING

Information in this insurance policy wording is subject to change from time to time.

Changes in Your insurance policy wording will be communicated to You in several ways and these are:

- If a change will affect You adversely, Ansvr will issue You with a new insurance policy wording prior to the renewal of the insurance each year
- For minor changes which are not materially adverse to You, We will communicate the changes to You in writing at the earliest opportunity
- Information can be obtained by telephoning Our toll free number (1300 650 540) or visiting Our website at [www.ansvar.com.au](http://www.ansvar.com.au) to find out what changes might have occurred
- We will be pleased to provide You with a paper copy of any changes on request.

## TERRORISM

This Policy does not cover terrorism.

In the event that Damage and/or property owners' liability occur linked to an event declared a terrorism incident by the responsible Government Minister, then You may be afforded protection within the limits of indemnity of this Policy by virtue of the Terrorism and Cyclone Insurance Act 2003 (Cth), including any subsequent amendment, re-enactment, replacement or successor legislation, and any regulations made thereunder.

A more detailed explanation of the operation of the Terrorism and Cyclone Insurance Act 2003 (Cth) can be obtained at [www.arpc.gov.au](http://www.arpc.gov.au).

## COSTS

The premium payable by You is shown in Your Policy Schedule.

The premium payable will be determined considering factors such as:

- The nature, age and size of the Business;
- The main occupation of the Insured and the activities the Business is engaged in;
- The products and services of the Business;
- The construction, location and occupancy of the Business Premises;
- The nature and value of the assets to be insured;
- The annual income of the Insured and the Indemnity Period (where Business Interruption insurance is required);
- The physical protection and other loss minimisation features i.e. fire/intruder alarms etc.;
- The extent of cover and any extensions required;
- The Declared Values or limits of liability;
- The Period of Insurance (short-term/annual);
- The Deductible selected;
- Past claims/incidents history.

Your premium may alter if You make changes to Your insurance cover or Your circumstances change during the Period of Insurance.

Premiums and fees are subject to Commonwealth and State taxes and levies which include Goods and Services Tax, Stamp Duty and Fire or Emergency Services Levy (if applicable in Your State).

All are shown in Your Policy Schedule.

### GENERAL INSURANCE CODE OF PRACTICE

We are signatories to the General Insurance Code of Practice (the Code) and are committed to continually improving Our standards of service.

The Code sets out the standards that general insurers must meet when providing services to their customers, such as being open, fair and honest. It also sets out timeframes for insurers to respond to claims, complaints and requests for information from customers.

Further information about the Code and Your rights under it is available at [codeofpractice.com.au](http://codeofpractice.com.au) or by contacting Us.

### PRIVACY

Ansvar is bound by the Privacy Act 1988 (Cth). We collect, disclose and handle personal information about You (Your Details) to assist Us in assessing Your application for insurance, administering policies, contacting You and as well as managing claims (Our Purposes). If You do not provide Us with Your personal information, We may not be able to do those things. By providing Us, Our representatives or Your intermediary with information, you consent to Us using, disclosing to third parties and collecting from third parties Your Details for the Purposes.

In order to carry out Our Purposes, We may disclose Your Details to relevant third party suppliers including agents, lawyers, other insurance companies, assessors, investigators, loss adjusters, market research and mailing houses. These third parties are bound by confidentiality and non-disclosure agreements and are permitted to only use Your Details for Our Purposes. Where relevant, these service providers are aware of their obligations under the Privacy Act 1988 (Cth) and the Code.

We may also have to disclose Your Details to regulators, law enforcement bodies and as required by law, within Australia and overseas.

We may obtain your details from relevant third parties, including those listed above. Before giving us information about another person, please give them a copy of this document. Laws authorising or requiring us to collect information include the Insurance Contracts Act 1984 (Cth), Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), Corporations Act 2001 (Cth), Autonomous Sanctions Act 2011 (Cth), A New Tax System (Goods and Services Tax) Act 1999 (Cth) and other financial services, crime prevention, trade sanctions and tax laws.

Our Privacy Policy includes further information about how We handle Your Details including how You can access and correct Your Details or make a complaint. For more information, please visit Our website: [ansvar.com.au](http://ansvar.com.au) or contact Us on 1300 650 540.

### COMPLAINTS AND DISPUTES RESOLUTION PROCESS

Ansvar is committed to resolving any complaint or dissatisfaction You may have in relation to Our products, services or handling of Your Details.

Our process has 3 key stages.

#### 1. Make a complaint

Please contact Your intermediary or contact Us directly using one of the following options:

Phone: 1300 650 540

Email: [insure@ansvar.com.au](mailto:insure@ansvar.com.au)

Post: Ansvar Customer Disputes Resolution  
GPO Box 1655, Melbourne, Victoria 3001

Ansvar will acknowledge receipt of Your complaint within 1 business day of Us receiving notice of Your complaint. Your complaint will be reviewed and a response provided within 7 business days. Please ensure You provide a telephone number at which You may be contacted.

#### 2. Refer for internal dispute resolution

If You are not satisfied with Our response, You may ask Us to refer Your complaint to Our Internal Dispute Resolution Committee (Committee). The Committee is made up of representatives from across Our organisation that have the appropriate knowledge and authority to deal with Your complaint. The Committee will review Your complaint and provide their decision in writing to You within 7 business days from the date of receiving all necessary information about Your concerns.

#### 3. Refer for external dispute resolution

Ansvar is a member of the Australian Financial Complaints Authority (AFCA).

AFCA was established in 2018 as an independent dispute resolution scheme to deal with complaints from consumers and small businesses about financial services and products. If We are unable to resolve Your complaint, You may take your complaint to AFCA.

AFCA's contact details are:

Website: [afca.org.au](http://afca.org.au)

Phone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Post: GPO Box 3, Melbourne, Victoria 3001

If Your complaint or dispute falls outside the AFCA Rules, You can seek independent legal advice or access any other external dispute resolution options that may be available to You.

---

## Important information (continued)

### AVERAGE/UNDERINSURANCE

Section 1 Material loss or damage and Section 2 Consequential loss are subject to average/underinsurance clauses that may limit the amount We pay when You have a claim.

For Section 1 Material loss or damage, underinsurance applies if:

- the total value of the assets declared for insurance is less than 85% of the actual full replacement value at the commencement of the Period of Insurance; and

We have clearly notified You in writing of the nature of the effect of the provision including whether the provision is based on indemnity or on replacement value of the Property Insured. Any average/underinsurance clause will not apply if the Declared Value is greater than 85% of the actual value of all Property Insured at the loss Situation at the commencement of the Period of Insurance or if the amount of the loss is less than 5% of the Declared Value for that Situation.

Section 2 Consequential loss is subject to proportionate reduction for inadequacy based on an 85% average provision.

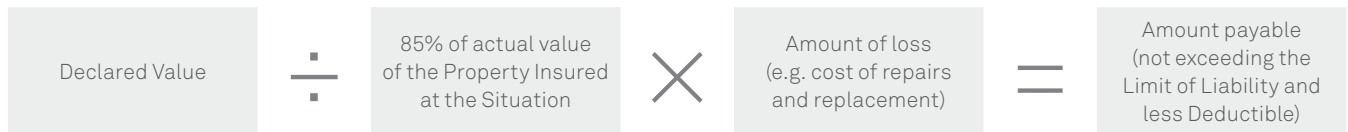
Examples of the effect of these average/underinsurance clauses are shown below.

### EXAMPLES

#### Section 1 Material loss or damage – 85% Average/ Underinsurance clause

- Total Declared Value of Property Insured is **\$5,000,000**.
- Assessment of the cost of repairs and replacement of all lost and Damaged property (e.g. by fire) is **\$750,000**.
- Actual value of the Property Insured at the commencement of the Period of Insurance in accordance with the basis of settlement is **\$10,000,000**.
- Underinsurance is applied because the Declared Value of Property Insured is less than 85% of the value at the commencement of the Period of Insurance.

#### The Formula:



#### Claim Payment Calculation:

$$\frac{\$5,000,000}{\$8,500,000} \times \$750,000$$

In this example, We pay **\$438,676** (i.e. \$441,176 less the amount of any Deductible applicable under Section 1 - \$2,500) and the uninsured loss or amount You will pay is **\$311,324**.

#### Section 2 Business Interruption loss (Gross Profit and Pay-Roll) – 85% average/underinsurance clause

- Gross Profit and Payroll declared is **\$3,000,000**.
- Amount of loss is **\$500,000**.
- Amount required to fully indemnify You is **\$4,000,000**.
- Underinsurance is applied because the Declared Values of Gross Profit and Payroll is less than 85% of the value at the commencement of the Period of Insurance.

#### The Formula:



#### Claim Payment Calculation:

$$\frac{\$3,000,000}{\$3,400,000} \times \$500,000$$

In this example, We pay **\$441,176** and the uninsured loss or amount You will pay is **\$58,824**.

---

## Important information (continued)

### GOODS AND SERVICES TAX (GST)

This insurance Policy has provision for payment of Goods and Services Tax:

- by You in relation to premiums
- by Us in relation to claims

# Industrial Special Risks Mark IV Consolidated Insurance

This Policy incorporates the Schedule, sections, definitions, Conditions, Exclusions, Endorsements, Memoranda and Warranties (if any) and any other terms herein contained which are to be read together and any word or expression to which a specific meaning has been given in any part of this Policy shall bear this meaning wherever it may appear unless such meaning is inapplicable to the context in which the word or expression appears.

Whereas the Insured named in the Schedule has paid or agreed to pay to the Insurer(s) specified below the premium shown on the Schedule, now the Insurer(s) agree(s), subject to the terms, Conditions, Exclusions, Memoranda, Warranties, limitations and other provisions contained herein or endorsed hereon, to indemnify the Insured as specified herein, against loss arising from any insured events which occur during the Period of Insurance stated in the Schedule or any renewal thereof.

Provided that the total liability of the Insurer(s) at any one Situation shall not exceed the appropriate Limit or Sub-Limit(s) of Liability as stated in the Schedule or such amount(s) as may be substituted therefore by endorsement or memorandum hereon or attached hereto. If there is more than one Insurer is subscribing to this insurance each Insurer shall be liable to contribute to any loss covered by this Policy only for that percentage as shown against its name in the Schedule.

## Definitions Applicable to All Sections

Words with particular meanings when used in this Policy, or in endorsements or attachments that form part of this Policy, are defined. For the purpose of identification, the first letter of such words will be capitalised and if comprising a group of words, the first letter of the principal words will be capitalised.

### ACT OF TERRORISM

Act of Terrorism means and includes an act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisations(s) or government(s) de jure or de facto, and which:

- a) involves violence against one or more persons; or
- b) involves Damage to property; or
- c) endangers life other than that of the person committing the action; or
- d) creates a risk to health or safety of the public or a section of the public; or
- e) is designed to interfere with or to disrupt an electronic system.

### APPROVED VALUER

Approved Valuer means a Certified Practising Valuer registered with The Australian Property Institute within the relevant property discipline.

### BURGLARY

Burglary means Theft or attempted Theft by any person:

- a) consequent upon forcible and violent entry to the Situation or to locked cabinets, counters or showcases in which Property Insured is located, including any attempt thereat;
- b) feloniously concealed in an enclosed building at the Situation; or
- c) threatening or committing physical violence against persons including armed hold up;

but does not mean intentional or malicious Damage to Property Insured even though caused by persons engaged in Burglary, Theft or attempted Theft.

### BUSINESS

Business means the occupation of the named Insured described in the Schedule including all incidental activities.

## BUSINESS HOURS

Business Hours means the period during which the Insured's Premises at the Situation are actually occupied for Business purposes and during which the Insured or employees of the Insured are in or on the Premises.

## COMPUTER CRIME

Computer Crime means:

- a) the theft of Property Insured under the direct or indirect control of a Computer System by manipulation of computer hardware or software programmes or system by any person or entity to whom the Insured has not given authorised access;
- b) loss of funds from an account which the Insured maintains at a financial institution through fraudulent electronic, telephone or written instructions to debit, transfer or deliver funds from such account, where such instructions must appear to have been given by the Insured or by someone to whom the Insured has given authorisation but have in fact been fraudulently retransmitted, issued or fraudulently altered by an unauthorised person or entity; or
- c) any unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

## COMPUTER SYSTEM

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

## CONSEQUENTIAL LOSS

Consequential Loss means direct or indirect financial or economic loss.

## CYBER ATTACK

Cyber Attack means a set of instructions that are designed to modify, alter, damage, destroy, delete, record or transmit Data and/or Electronic Data without the Insured's authorisation including those instructions that are self-replicating or self-propagating and are designed to contaminate other computer programs or Data and/or Electronic Data, consume computer resources or usurp the normal operation of internet activities causing undesired program or computer operation.

## DAMAGE/DAMAGED

Damage/Damaged means physical loss of or physical destruction of or physical damage to property.

## DATA

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

## DEBRIS

Debris means:

- a) the residue of Damaged Property Insured and/or other substance (other than landlords property if that property is not insured under this Policy), following Damage to Property Insured by a peril or event covered by this Policy and includes liquids and/or chemicals used in the extinguishment or suppression of Damage or in preventing imminent Damage to Property Insured by fire or any other peril or event covered by this Policy; or
- b) material deposited on the insured Situation as a result of the operation of an insured peril, excluding any material which can cause Pollution or Contamination and which is deposited beyond the boundaries of the insured Situation.

## DECLARED VALUE(S)

Declared Value(s) means the values of Property Insured at each Situation, Gross Profit, Insured Pay-Roll, Refundable accommodation deposits, Gross Rentals, Gross Revenue and Research establishment expenses declared by You and calculated as applicable in accordance with the Basis of Settlement clauses.

The schedule of Declared Values at each Situation (in accordance with the applicable Basis of Settlement) shall represent the estimated cost of reinstatement/replacement of the property covered by this Policy (or the value of such property where Indemnity Value is insured) on the day of the commencement of the Period of the Insurance.

## **DEDUCTIBLE**

Deductible means the first amount of each claim or series of claims arising out of any one original source or cause at any one Situation which is payable by the Insured.

## **ELECTRONIC DATA**

Electronic Data means any facts, concepts and/or information converted to a form usable for communications and/or displays and/or distribution and/or processing by electronic and/or electromechanical data processing and/or electronically controlled equipment which includes but is not limited to programs and/or software and/or other coded instructions for such equipment.

## **FLOOD**

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a) a lake (whether or not it has been altered or modified);
- b) a river (whether or not it has been altered or modified);
- c) a creek (whether or not it has been altered or modified);
- d) another natural watercourse (whether or not it has been altered or modified);
- e) a reservoir;
- f) a canal;
- g) a dam

## **GREEN STANDARDS**

Green Standards means the Green Star certified rating system of the Green Building Council of Australia or equivalent Energy Star qualified requirements applicable to buildings or areas within the Situation.

## **INDEMNITY VALUE**

Indemnity Value means the cost necessary to replace, repair or rebuild the Property Insured to a condition substantially the same as but not better or more extensive than its condition at the time the Damage occurred taking into consideration its age, condition and remaining useful life.

## **LANDSCAPING**

Landscaping means lawns, gardens, plants, shrubs, trees, rockwork, ornamentation and the like, but not vines, growing crops or pastures.

## **LAND VALUE**

Land Value means the sum certified by the Valuer General as being the value of the land as described in the Schedule after due allowance has been made for variations in or other circumstances affecting such certified value either before or after the Damage or which would have affected the certified value had the Damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable, the true value of the land pertaining both before and after the Damage.

## **LIMIT(S) OF LIABILITY**

Limit(s) of Liability mean(s) the maximum amount payable by Us for any one loss or series of losses suffered by You arising out of any one original source or cause at any one Situation, subject to any Sub-Limit(s) of Liability and the application of any Deductible. The Limit(s) of Liability and Sub-Limit(s) of Liability are as set out in the Schedule and this Policy.

If more than one Limit or Sub-Limit of Liability applies, the lesser amount shall be payable.

Each Sub-Limit of Liability shall not increase Our liability beyond the Limit(s) of Liability. Each of the Deductibles will apply to each Sub-Limit of Liability, but will not be cumulative.

## **MALICIOUS DAMAGE**

Malicious Damage means the intentional and wilful Damage to the Property Insured by any person or persons (other than the Insured), including persons engaged in Burglary, Theft or any attempt thereat.

## **MONEY**

Money means current coin, bank notes, currency notes, cheques, travellers cheques, stored value cards, securities and negotiable instruments, valuable documents (but limited to certificates of stock, bonds, coupons and all other types of securities), credit card sales and/or discount house vouchers, postal orders, money orders, unused postage and revenue stamps and including the value of stamps

---

## Industrial Special Risks Mark IV Consolidated Insurance (continued)

contained in franking machines and shall also include any cash carrying bag used with the transit; whilst contained at the Situation and whilst in transit to and from the Situation anywhere in Australia, including whilst contained in the night safe of any bank or financial institution where the Insured transacts business, and in the personal custody of the Insured and/or persons authorised by the Insured whilst contained in their private residences.

Money does not include stamp collections or coin collections, or any kind of crypto currency.

### PERIOD OF INSURANCE

Period of Insurance means the period shown in the Schedule.

### POLICY

Policy means this document, the Schedule, the Schedule of assets or Property Insured and any endorsement(s).

### POLICY SCHEDULE

The Policy Schedule, also referred to as the Schedule, means the Schedule attached to this Policy or any later Schedule issued on renewal or variation by way of endorsement(s).

### POLLUTION OR CONTAMINATION

Pollution or Contamination means Damage or loss arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, atmosphere or any watercourse or body of water (including groundwater).

### PREMISES

Premises means the Situation or Situations shown in the Schedule and any other Situation in Australia owned or occupied by the Insured for the purposes of the Business or elsewhere in Australia where used by the Insured or where the Insured is undertaking work or has goods or property.

### PROPERTY INSURED

Property Insured means all tangible property both real and personal of every kind and description (except as excluded by this Policy) included in the Insurer's Schedule of Declared Values of property to be covered under this Policy, belonging to the Insured or for which the Insured is responsible, or has assumed responsibility to insure prior to the occurrence of any Damage, including all such property in which the Insured may acquire a pecuniary or economic interest during the Period of Insurance.

It is understood and agreed that the term 'personal property' shall include Money unless specified otherwise.

However, Property Insured shall not include premises not owned or leased by the Insured, but temporarily occupied by the Insured without any contractual liability for insurance thereof.

For customers' goods not within the definition of Property Insured, where the Insured has elected to insure customers' goods not otherwise insured and a Sub-Limit of Liability is shown in the Schedule for 'Customers' Goods', Property Insured shall include such customers' goods to the extent that they are not otherwise insured. Any average, underinsurance or co-insurance clause or memorandum contained in this Policy will not apply to the customers' goods referred to in this clause.

### SECURITIES

Securities means certificates of stock, bonds, coupons and all other types of securities.

### SITUATION

Situation means the Situation or Situations shown in the Schedule and any other Situation in Australia owned or occupied by the Insured for the purposes of the Business or elsewhere in Australia where used by the Insured or where the Insured is undertaking work or has goods or property.

### SOLAR PANELS

Solar Panels means panels designed to absorb the sun's rays as a source of energy for generating electricity or heating, as well as all fixings, mountings, inverters and all associated wiring.

### STATUTORY INQUIRIES

Statutory Inquiries means any judicial, coronial or other form of inquiry or hearing established by or at the direction of any government, semi-government, local or planning authority as a direct result of Damage to Property Insured.

## STORM

Storm means a violent disturbance of the atmosphere which can include strong winds, rain, rainwater (water falling from the skies that runs off over the surface of the land (and may include overflowing water from stormwater drains)), lightning, hail, snow or dust. Storm does not mean Storm Surge or a cyclone named by the Bureau of Meteorology.

## SUB-LIMIT OF LIABILITY

Sub-Limit of Liability means the maximum amount which, in given circumstances, the Insurer(s) are obliged to pay.

## THEFT

Theft means the physical removal of property without the consent of the owner with the intention of depriving the owner of the rightful possession of that property or its use.

## UNSPECIFIED DAMAGE

Unspecified Damage means Damage caused by any peril or circumstance not more specifically covered or excluded by this Policy. Unspecified Damage never includes Damage or loss caused by: fire; lightning; thunderbolt; explosion; implosion; fusion; collapse; smoke and/or steam; spontaneous fermentation or heating; spontaneous combustion; earthquake, subterranean fire, volcanic eruption and/or tsunami; impact; aircraft and/or other aerial devices and/or articles dropped therefrom; sonic boom and/or space debris; impact by any water vessel or craft, land vehicles or animals; Burglary; Theft; breakage of glass; loss of Money; the acts of persons taking part in riots or civil commotions or of strikers or locked-out workers or of persons taking part in labour disturbances or of other malicious persons (including those engaged in Theft or attempted Theft) or the acts of any lawfully constituted authority in connection with the foregoing acts or in connection with any conflagration or other catastrophe; fraudulent or dishonest acts; subsidence, erosion, earth movement or collapse resulting therefrom, or landslide; cyclone; water from or action by the sea, tsunami, tidal wave or high water; Storm and/or tempest and/or rainwater and/or wind and/or hail, and/or Flood, and/or snow and/or ice and/or water or other liquids or substances discharged, overflowing or leaking from apparatus, appliances, pipes or any other system at the Situation or elsewhere or any other peril or circumstance which is more specifically mentioned under any other Sub-Limit of Liability and/or Deductible stated in the Schedule.

## WATERCRAFT

Watercraft means any vessel, craft or thing made or intended to float on or through water and that is powered or designed to be powered by motor, or that is a sailing craft exceeding 3 metres in length.

## WE, US, OUR AND INSURER

We, Us, Our and Insurer means Ansvar Insurance Limited ABN 21 007 216 506. AFSL 237826

If two or more entities are shown as subscribing to this Policy, We, Us, Our and Insurer means each of them separately for the percentage (%) of the indemnity subscribed against their name.

## YOU, YOUR AND INSURED

You, Your and Insured means the Person or entity shown on the Schedule as the Insured. If two or more Persons or entities are shown, You, Your and Insured means each of them jointly and separately, subject to Our total liability not exceeding the Limit(s) and Sub-Limit(s) of Liability described in the Policy.

Person means a natural person, firm, company, partnership, incorporated association, incorporated body or statutory body.

You, Your and Insured extends to include:

- a) subsidiary companies, organisations and other associated companies as defined under Section 50AAA of the Corporations Act 2001 (Cth);
- b) social and sports clubs (including the committees and officers from time to time of unincorporated bodies) and the trustees of the named parties' superannuation and pension funds and welfare organisations; and
- c) all organisations and other entities to whom (whether mortgagees, lessors, joint ventures or other parties with a legal or equitable interest in the Property Insured) the named party has a responsibility to maintain insurance;

for their respective interests, rights and liabilities but only to the extent that they are not more specifically insured.

## Section 1 Material loss or damage

### THE INDEMNITY

In the event of any Damage not otherwise excluded by this Policy, happening during the Period of Insurance at the Situation to the Property Insured described in this Section 1 the Insurer(s) will, subject to the provisions of this Policy including the limitation on the Insurer(s) liability, indemnify the Insured in accordance with the applicable Basis of Settlement.

Subject to the liability of the Insurer(s) not being increased beyond the Limit(s) of Liability and/or relevant Sub-Limit(s) of Liability already stated in the Schedule, the Insurer(s) will also indemnify the Insured for:

- a) architects', surveyors', consulting engineers', legal and other fees and clerks of works' salaries for estimates, plans, specifications, quantities, tenders and supervision incurred in reinstatement consequent upon Damage to Property Insured but not such costs, fees and salary for preparing any claim hereunder.
- b) costs and expenses necessarily and reasonably incurred by the Insured in connection with Statutory Inquiries following Damage to Property Insured. Provided always that the liability of the Insurer(s) shall not exceed the Sub-Limit of Liability shown in the Schedule against 'Statutory Inquiries'.
- c) any fee, contribution or other impost payable to any Government, Local Government or other Statutory Authority; where payment of such fee, contribution or impost is a condition precedent to the obtaining of consent to reinstate any building(s) insured hereunder; provided that the Insurer(s) shall not be liable for payment of any fines and/or penalties imposed upon the Insured by any such authorities.
- d) costs and expenses necessarily and reasonably incurred for the purpose of extinguishing fire at or in the vicinity of Property Insured or threatening to involve such property, including Damage to gain access and the cost of replenishment of firefighting appliances and charges incurred for the purpose of shutting off the supply of water or other substance following accidental discharge from any fire protective equipment or otherwise escaping from intended confines, or for the purpose of preventing imminent Damage or minimising Damage to Property Insured by any other peril insured against by this Policy. Provided always that the liability of the Insurer(s) shall not exceed the Sub-Limit of Liability shown in the Schedule against each of 'Damage Diminution & Accidental Discharge Costs' and 'Exploratory Costs'.
- e) costs and expenses necessarily and reasonably incurred to switch off and re-set alarms following an occurrence caused by an insured peril.
- f) costs (including travelling expenses) necessarily and reasonably incurred to avert or minimise losses by perils insured by this Policy, including the protection, safeguarding or recovery of Property Insured.
- g) costs and expenses necessarily and reasonably incurred for the temporary protection and safety of Property Insured pending repair or replacement consequent upon Damage recoverable hereunder.
- h) cost of replacing locks and/or keys and/or electronic access or swipe cards, and/or combinations where if as a result of Theft or any attempt thereat the keys and/or combinations are stolen or if there are reasonable grounds to believe the keys may have been duplicated; also the cost of opening safes and/or strongrooms as a result of Theft of keys and/or combinations. Provided always that the liability of the Insurer(s) shall not exceed the Sub-Limit of Liability shown in the Schedule against 'Replacement of locks & keys including electronic access/swipe cards'.
- i) costs and expenses necessarily and reasonably incurred in respect of:
  - i. the removal, storage and/or disposal of Debris or the demolition, dismantling, shoring up, propping, underpinning or other temporary repairs consequent upon Damage to Property Insured by this Policy and occasioned by a peril insured against;
  - ii. the Insured's legal liability in respect of removal, storage and/or disposal of Debris, notwithstanding Excluded Peril 9 in relation to premises, roadways, services, railway or waterways of others, consequent upon Damage to the Property Insured by a peril hereby insured against for such costs together with the cost of cleaning provided that such liability was not assumed by the Insured under an agreement entered into after the commencement of the Period of Insurance or any renewal thereof unless liability would have attached in the absence of such agreement.

Provided that the insurance under this sub-clause i) ii. does not extend to any liability that the Insured may incur as a consequence of Pollution or Contamination of any kind.

- iii. the demolition and removal of any property belonging to the Insured, providing such demolition and removal is necessary for the purpose of the reinstatement or replacement of property insured under this Section and is consequent upon Damage to the Property Insured by a peril hereby insured against;
- iv. reinstating any property belonging to the Insured that has been necessarily demolished and removed for the purpose of reinstatement or replacement of Property Insured Damaged by any peril insured against by this Policy.

Provided always that the liability of the Insurer(s) shall not exceed the Sub-Limit of Liability shown in the Schedule against 'Removal of Debris'.

- j) Damage not otherwise excluded (limited to the amount shown in the Schedule per person or club but subject to the amount shown in the Schedule for any one event) to personal effects (excluding Money) belonging to directors and/or employees of the Insured or the property of welfare, sports and social clubs of the Insured, whilst on the Premises. The indemnity under this paragraph j) shall apply whether or not Damage occurs to Property Insured in circumstances giving rise to indemnity under Section 1 of this Policy.

---

## Industrial Special Risks Mark IV Consolidated Insurance (continued)

- k) Damage not otherwise excluded to personal effects (excluding Money) belonging to directors or employees of the Insured whilst they are engaged on the Business of the Insured occurring anywhere in Australia, other than on the Premises of the Insured or on the premises of directors or employees of the Insured, but only to the extent that such property is not otherwise insured.
- Provided that the indemnity afforded by this clause shall be limited to the amount specified in the Schedule in respect of each person but subject to the amount shown in the Schedule for any one event and shall be subject to the Deductible referred to in the Schedule of the Policy against 'Accompanied Baggage in Australia'. If no Deductible is shown in the Schedule against this descriptor, a \$2,500 Deductible will apply.
- l) additional costs necessarily and reasonably incurred by the Insured in the clearance of blocked pipes, drains, gutters, sewers, filters, pumping equipment and the like during the Period of Insurance, including exploratory costs, at the Situation as a direct result of Damage as insured herein. Provided always that the liability of the Insurer(s) shall not exceed the Sub-Limit of Liability shown in the Schedule against 'Cost of Clearing Blocked Drains, Pipes, Filters & Pumps'.
- m) emergency evacuation of residents in connection with Damage or threat of Damage to Your Situation by an insured peril or where evacuation is ordered by a competent public authority. Provided always that the liability of the Insurer(s) shall not exceed the Sub-Limit of Liability shown in the Schedule against 'Emergency Evacuation Costs'.
- n) costs and expenses necessarily and reasonably incurred by the Insured in respect of any legal liability to make enquiries consequent upon Damage insured by this Policy. But the liability of the Insurer(s) shall not exceed the Sub-Limit of Liability stated in the Schedule against 'Liability to Make Enquiries'.
- o) Damage not otherwise excluded to the personal effects of residents whilst in the confines of Your Situation, but only to the extent that such property is not otherwise insured. Provided always that the liability of the Insurer(s) shall not exceed the Sub-Limit of Liability shown in the Schedule against 'Personal Property of Residents'. Provided further that Damage to such personal property of residents must occur in circumstances giving rise to indemnity under this Section 1.
- p) Damage not otherwise excluded to the personal effects of the Insured's guests and/or lodgers whilst such property is in the Insured's physical custody or control, or for which the Insured may be legally liable in the event of Damage thereto, at the Situation. For the purpose of this sub-clause p) only, Property Exclusion 3 and Perils Exclusion 9 shall be deemed to be inoperative. Provided always that the liability of the Insurer(s) shall not exceed the Sub-Limit of Liability shown in the Schedule against 'Personal Property of Guests and/or Lodgers'. Provided further that Damage to such property belonging to the Insured's guests and/or lodgers must occur in circumstances giving rise to indemnity under this Section 1.
- q) Damage not otherwise excluded to Landscaping. This cover applies despite Property Exclusion 7. Provided always that the liability of the Insurer(s) shall not exceed the Sub-Limit of Liability shown in the Schedule against 'Landscaping'.
- r) Damage not otherwise excluded to the religious artefacts and scrolls in the Insured's care, custody or control kept at the Situation which are the property of members of the Insured's congregation. Cover shall only apply to the extent that such property is not otherwise insured. Provided always that the liability of the Insurer(s) shall not exceed the Sub-Limit of Liability shown in the Schedule against 'Religious Artefacts and Scrolls'. Provided further that Damage to such religious artefacts and scrolls must occur in circumstances giving rise to indemnity under this Section 1.
- s) legal liability under any Federal or State Award or Determination for Damage to employees' clothing and/or tools.
- t) costs and expenses necessarily and reasonably incurred by the Insured for express carriage rates and extra payments for overtime, night, Sunday or holiday working in connection with the repair or reinstatement of the Property Insured directly or indirectly arising from an event insured by this Policy. Provided always that the liability of the Insurer(s) shall not exceed the Sub-Limit of Liability shown in the Schedule against 'Expediting Expenses'.
- u) customs, excise and other duties that the Insured becomes liable to pay in the event of Damage not otherwise excluded to Property Insured. Provided always that the liability of the Insurer(s) shall not exceed the Sub-Limit of Liability shown in the Schedule against 'Liability for Duty'.
- v) costs and expenses necessarily and reasonably incurred by the Insured in taking inventory (including unpacking, repacking and restocking) to identify, quantify and value any property Damaged by any peril insured against by this Section, including examination of property not belonging to, but in the care, custody or control of, the Insured. Provided always that the liability of the Insurer(s) shall not exceed the Sub-Limit of Liability shown in the Schedule against 'Unpacking Expenses'.

Provided that the insurance under clauses b) to v) inclusive shall not be subject to the application of any average, underinsurance or co-insurance clause or memorandum contained in this Policy.

Further, for the purpose of the application of any average, underinsurance or co-insurance clause or memorandum, the Insured's Declared Values at any Situation shall not include any allowance for the costs, expenses and insurance referred to under clauses b) to v) inclusive of 'The indemnity'.

## BASIS OF SETTLEMENT

For the purpose of ascertaining the classification under which any property is insured, the Insurer(s) agree(s) to accept the designation applied to such property by the Insured in its records, provided that such property is not specifically excluded by this Policy.

A Sub-Limit of Liability may be shown on the Schedule for any of the items of property described in these Basis of Settlement clauses.

### **i. On buildings, machinery, plant and all other property and contents (other than those specified below):**

The cost of reinstatement, replacement or repair in accordance with the provisions of the Reinstatement or Replacement and Extra Cost of Reinstatement Memoranda as set out herein.

Provided that if the Insured elects to claim the Indemnity Value of any Damaged Property Insured, the Insurer(s) will pay to the Insured the value of such property at the time of the happening of the Damage in accordance with the provisions of the Indemnity Value memorandum.

Notwithstanding anything contained in this Policy to the contrary, in particular Property Exclusion 12 and Perils Exclusion 10, the Insurer(s) will, to an extent not exceeding the value of the goods in storage remaining after its liability for any such direct loss has been determined and subject otherwise in all respects to the terms and conditions of this insurance, except as specifically varied hereby, also hold themselves liable for Damage caused by deterioration of such goods due to the Insured's inability to process the goods in the normal way as a result of Damage caused by any peril or circumstance insured by this Policy to any property used by the Insured.

In the case of a building with architectural features and/or structural materials possessing an ornamental or historical character, or for which the original materials are not available, which are legally protected for preservation by national, state or local legislation or regulation, the Basis of Settlement described in the first paragraph above shall be deemed to be amended to read:

The cost necessary to replace, repair, rebuild or restore the building to a reasonably equivalent appearance and capacity, using the original design and suitably equivalent materials as approved by the relevant public authority or in compliance with the relevant legislation or regulation. The provisions of the Reinstatement or Replacement and Extra Cost of Reinstatement Memoranda shall still apply unless they conflict with anything described herein.

In the case of a building with architectural features and/or structural materials possessing an ornamental or historical character, or for which the original materials are not available, but which is not legally protected for preservation by national, state or local legislation or regulation, the Basis of Settlement described in the first paragraph above shall be deemed to be amended to read:

If the building is Damaged, the cost, up to, but not exceeding the cost of rebuilding thereof in a condition equal to but not better or more extensive than its condition when new, necessary to repair the Damage and restore the Damaged portion to a condition substantially the same as, but not better or more extensive than its condition when new. If the cost of repairing the Damage and restoring the Damaged portion exceeds the said cost of rebuilding, the building may, at the Insured's option, be deemed to be destroyed. If the building is destroyed, the Basis of Settlement shall be the cost necessary to replace the building with one that is no more expensive but of equivalent or improved utility, using current design techniques and modern materials. The provisions of the Reinstatement or Replacement and Extra Cost of Reinstatement Memoranda shall still apply unless they conflict with anything described herein.

The above clause i. as applicable shall not be subject to the provisions of any average, underinsurance or co-insurance clause or memorandum contained in Section 1 of the Policy for property forming part of the Property Insured, which has been insured under this Policy for the full reinstatement or replacement value stated in a valuation prepared by an Approved Valuer not less than three (3) years before the commencement of the Period of Insurance, and which an Approved Valuer has updated not more than twelve (12) months prior to the commencement of the Period of Insurance.

### **ii. On works of art, antiques and curios, none of which form part of the stock in trade or merchandise of the Business:**

The cost of restoring and repairing to a condition substantially the same as before the Damage plus any reduction in market value caused by the Damage. If restoration or repair is not possible, the market value immediately before the Damage.

### **iii. On raw materials, supplies and other merchandise not manufactured by the Insured:**

The replacement cost at the time and the place of replacement, provided that replacement shall have been carried out with reasonable despatch or, if such property is not replaced, the Indemnity Value. If such property is obsolete, the Basis of Settlement whether or not such property is replaced shall be the Indemnity Value. This Basis of Settlement will not be adversely affected if the delay is caused by the Insurer(s) and such delay causes further loss or Damage.

### **iv. On material in process of manufacture:**

The replacement cost of the raw materials and the cost of labour and other manufacturing costs expended thereon at the time and the place of the Damage.

### **v. On finished goods manufactured by the Insured:**

The replacement cost of the raw materials and the cost of labour and other manufacturing costs expended thereon before any allowance for profit, calculated at the time and place of the Damage or the cost of re-stocking such goods within a reasonable time, whichever is the lesser. If such goods are obsolete, the Basis of Settlement whether or not such goods are replaced shall be the Indemnity Value. This Basis of Settlement will not be adversely affected if the delay is caused by the Insurer(s) and such delay causes further loss or Damage.

---

## Industrial Special Risks Mark IV Consolidated Insurance (continued)

**vi. On goods sold but not delivered for which the Insured is responsible and with regard to which, under the conditions of sale, the sale contract is by reason of the Damage, cancelled either wholly or to the extent of the Damage:**

The contract price.

**vii. On documents, manuscripts, Securities, deeds, specifications, plans, drawings, designs, business books, and other records of every description (except Data or Electronic Data):**

The cost of repairing, replacing, reproducing or restoring same, including information contained therein or thereon, but excluding the value to the Insured of the said information or, if repair, replacement, reproduction or restoration is not carried out with reasonable despatch, (provided that such delay is not caused by the Insurer(s)) the replacement cost of materials as blank stationery at the time and place of the Damage.

In the case of Securities, the basis of valuation shall be:

- a) if, with the approval of the Insurer(s), the Securities can be replaced, the cost of replacement paid or payable by the Insured; or
- b) if the Securities cannot or are not to be replaced by the Insured, the greater of:
  - i. the price for which the Insured purchased them; and
  - ii. the closing market value on the last business day prior to the date of discovery by the Insured of the loss or destruction of the Securities or, if the time of discovery by the Insured is after the close of the market, their closing market value on the day of discovery by the Insured of the loss or destruction of the Securities;
- c) in the case of a loss of subscription, conversion or redemption privileges through the loss of any Securities, the value of such privileges immediately preceding the expiration thereof;

such valuation being in the currency in which the loss was sustained. Losses sustained in currencies other than Australian dollars shall be settled by converting the amount of loss to Australian dollars at the market rate as set by the Reserve Bank of Australia at the time of settlement of the loss or such other rates as may be expressly agreed with the Insurer(s).

If there is no market price or value on the relevant day stated herein, then the value shall be agreed between the Insured and the Insurer(s) or, in default thereof, the Insured and the Insurer(s) may agree to submit to arbitration.

**viii. On Data or Electronic Data:**

The costs of copying the Data or Electronic Data from back up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data or Electronic Data. This Policy further excludes any amount pertaining to the value of such Data or Electronic Data, to the Insured or any other party, even if such Data or Electronic Data cannot be recreated, gathered or assembled.

**ix. On patterns, models, moulds, jigs, templates, dies or lasts:**

The cost of repair or replacement (if repaired or replaced with reasonable despatch) otherwise the value of such property to the Insured calculated at the time and place of the Damage, but not exceeding the cost of replacement. This Basis of Settlement will not be adversely affected if the delay is caused by the Insurer(s) and such delay causes further loss or Damage.

**x. On glass:**

The cost incurred in repairing or replacing the broken glass including:

- a) temporary shuttering and/or hiring of security service pending replacement of broken glass.
- b) sign-writing or ornamentation on glass, replacement burglar alarm tapes or protective films on glass, removing and re-fixing of window and show-case frames and fittings, heat reflecting material or process on glass.

**xi. On personal effects (excluding Money) belonging to directors or employees or visitors to the Insured's Premises:**

The necessary cost of replacement or repair at the time and place of replacement or, if not replaced with reasonable despatch, the replacement cost at the time and place of the Damage subject to due allowance for wear and tear, and depreciation. The claim for replacement cost will not be adversely affected if the delay is caused by the Insurer(s) and such delay causes further loss or Damage.

**xii. On personal property comprising a pair or set:**

The difference between the market or replacement value (whichever is greater) before the loss and the market or replacement value (whichever is greater) after the loss.

**xiii. On empty premises awaiting demolition:**

The salvage value of the building materials and/or landlord's fixtures and fittings, net of demolition costs.

**xiv. On religious artefacts and scrolls:**

The cost of restoring and repairing to a condition substantially the same as before the Damage in accordance with relevant religious law, plus any reduction in market value caused by the Damage. If restoration or repair is not possible, the market value immediately before the Damage plus the cost of complying with relevant religious laws

**xv. On machinery, plant and equipment leased on a Residual Value basis:**

In the event of actual or constructive total loss, the amount for which the lessee is contractually liable to the lessor, but not exceeding the sum represented by rent payable under such lease(s) for the period commencing on the date of Damage and ending on the retirement date(s) of such lease(s), plus the current market value of the property immediately before its loss or Damage or the Residual Value, whichever is the greater, less any salvage value, but in any case not exceeding 10% above replacement value. In the event of Damage which does not amount to a constructive total loss, the cost of repair in accordance with the provisions of the Reinstatement or Replacement and Extra Cost of Reinstatement Memoranda as set out herein.

For the purpose of this Basis of settlement, the term 'Residual Value' shall mean the minimum amount which the lessee has guaranteed that the leased property will realise, being the same amount which the lessee has agreed would be payable to acquire such property upon the retirement date of the lease.

## Memoranda to Section 1

Except to the extent that this Policy is hereby modified under the following Memoranda, the terms, Conditions and limitations of this Policy shall apply.

### BRANDED GOODS

Any salvage of branded goods and/or merchandise, the Insured's own or held by the Insured in trust or on commission, and/or goods sold but not delivered, shall not be disposed of by sale without the consent of the Insured. If such salvage is not disposed of by sale then the value of the salvage shall be deemed to be the market value of the goods after brands, labels or names have been removed by or on behalf of the Insured.

### OFFSETTING DECLARED VALUES

If asset movements between Situations used by the Insured have resulted in an under-declaration of value(s) at a Situation and an offsetting over-declaration of value(s) at one or more other Situation(s), then such factors shall be taken into account when calculating the test for the application of any average, underinsurance or co-insurance clause or memorandum.

### ENVIRONMENT IMPROVEMENT – BETTER GREEN COVERAGE

Applicable to buildings and other property not rated and certified under the Green Star systems of Green Building Council of Australia or equivalent Energy Star qualification requirements.

Following Damage to Property Insured by a peril or event covered by this Policy, the Insured may elect to repair or replace Damaged Property Insured (building and contents excluding stock in trade of the Business) with materials or equipment that comply with Green Standards applicable at the date of the Damage to improve the energy or water efficiency of the Property Insured and reduce environmental impacts.

Subject to the liability of the Insurer(s) not being increased beyond the Limit(s) of Liability stated in the Policy Schedule, the Insurer(s) will pay the following additional costs necessary and reasonably incurred by the Insured for environmental enhancements:

- a) The fees and charges for the service of a Green Star accredited professional person or any competent environment verifier to specify the work required to comply with Green Standards in the repair or replacement of Damaged Property Insured.
- b) The reasonable additional costs of performing the specified work.
- c) For air quality management in flushing out the air in the repaired, replaced or rebuilt property with one hundred percent (100%) outside air as required by The Green Building Council of Australia Green Star® or LEED® standards.

The amount recoverable under this memorandum is excluded from the calculation of any average, underinsurance or co-insurance clause or memorandum.

The Insurer's liability under this Green Standards memorandum is limited in the aggregate in any one Period of Insurance to twenty percent (20%) of the amount that would have otherwise been payable to repair or replace the Damaged Property Insured had this memorandum not been effected but not exceeding the Sub-Limit of Liability stated in the Policy Schedule against 'Environmental improvements – Better Green Coverage'.

### INDEMNITY VALUE

For the purpose of the insurance under this memorandum 'Indemnity Value' shall mean:

- a) Where property comprising machinery, plant and all other property and contents other than buildings is Damaged so as to constitute total loss or constructive total loss as deemed by the Insurer(s): the Indemnity Value of such property at the time when the Damage occurred; or
- b) Where property comprising machinery, plant and all other property and contents other than buildings is Damaged so as to constitute partial loss: the difference in the Indemnity Value of such property before and after the occurrence of Damage; or
- c) Where property comprising buildings is Damaged: what the value of the land and building(s) were just before the Damage occurred, after deducting the amount the Insurer(s) estimate as the value of such land and building(s) after the Damage occurred.

### INTERESTS OF OTHER PARTIES

The pecuniary or economic interest of only those lessors, financiers, trustees, mortgagees, owners and all other parties specifically noted in the records of the Insured shall be automatically included without notification or specification; the nature and extent of such interest to be disclosed in the event of Damage.

Where the insurance covers the interest of more than one party, any act or neglect of an individual party will not prejudice the rights of the remaining party/parties; provided the remaining party/parties shall, as soon as reasonably practicable on becoming aware of any act or neglect whereby the risk of Damage has increased, give notice in writing to the Insurer(s) and cover will be provided for the increased risk but only if the Insured pays such reasonable additional premium as the Insurer(s) may require.

---

## Industrial Special Risks Mark IV Consolidated Insurance (continued)

Notwithstanding the foregoing paragraph it is understood and agreed that in the event of any of the parties referred to herein being entitled to the benefits of any 'concessions agreement', which it may have entered into with the Insurer(s), the said 'concessions agreement' will take precedence over the foregoing paragraph.

### LABELS, CONTAINERS AND WRAPPINGS

In the event of Damage affecting labels, containers or wrappings, the Insurer(s) shall not be liable for more than an amount sufficient to pay the cost of new labels, containers or wrappings, and the cost of reconditioning the goods, but in no case shall the Insurer(s) be liable for more than the value of the Damaged merchandise at the time of the happening of its Damage.

### REINSTATEMENT OR REPLACEMENT

#### **Applicable to buildings, machinery, plant and all other property and contents; other than those specified in items ii. to xv. under Basis of Settlement.**

The basis upon which the amount payable is to be calculated shall be the cost of reinstatement of the Damaged Property Insured at the time of its reinstatement, subject to the following Provisions and subject also to the terms, Conditions and Limit(s) or Sub-Limit(s) of Liability of this Policy.

For the purpose of the insurance under this memorandum, 'reinstatement' shall mean:

#### **a) Where property is lost or destroyed:**

In the case of a building, the rebuilding thereof or in the case of property other than a building, the replacement thereof by similar property; in either case in a condition equal to, but not better or more extensive than, its condition when new.

#### **b) Where property is otherwise Damaged:**

The repair of the Damage and the restoration of the Damaged portion of the property to a condition substantially the same as, but not better or more extensive than, its condition when new.

#### **Provisions**

- i. The work of rebuilding, replacing, repairing or restoring as the case may be (which may be carried out wholly or partially upon any other sites and in any manner suitable to the requirements of the Insured, but subject to the liability of the Insurer(s) not being thereby increased), must be commenced and carried out with reasonable despatch, failing which the Insurer(s) shall not be liable to make any payment greater than the Indemnity Value of the Damaged property at the time of the happening of the Damage, arrived at in accordance with the provisions of the Indemnity value memorandum. This proviso shall not apply if the delay is caused by the Insurer(s).
- ii. When any Property Insured to which this memorandum applies is Damaged in part only, the liability of the Insurer(s) shall not exceed the sum representing the cost which the Insurer(s) could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- iii. Property insured under this memorandum is separately subject to the following average/underinsurance clause:

In the event of Damage to any Property Insured hereunder at any Situation caused by any peril hereby insured against, the Insurer(s) shall be liable for no greater proportion of such Damage than the amount that the Insured's declaration of value of Property Insured at such Situation on the day of the commencement of the Period of Insurance bears to the sum representing eighty-five percent (85%) of the cost which would have been incurred in reinstatement if the whole of such property had been destroyed on that day, but not exceeding the Limit of Liability expressed in the Schedule; provided that if the sum actually incurred or expended in rebuilding or replacing the Damaged property, within the meaning of sub-clause a) of the abovementioned definition of reinstatement, exceeds the amount which would have been payable under this Policy if this memorandum had not been incorporated herein, but is less than the cost of reinstatement as above defined, then the sum so actually incurred or expended shall, for all purposes of this memorandum, be deemed to be the cost of reinstatement of the property.

Provided further that the above clause shall not apply if the amount of the Damage does not exceed five (5) percent of the amount of the Insured's declaration aforementioned.
- iv. No payment beyond the amount that would have been payable under this Policy if this memorandum had not been incorporated herein shall be made until a sum equal to the cost of reinstatement shall have been actually incurred; provided that where the Insured reinstates or replaces any lost or destroyed property at a cost that is less than the cost of reinstatement (as defined) but greater than the value of such property at the time of the happening of its loss or destruction, then the cost so incurred shall be deemed to be the cost of reinstatement.
- v. All other Industrial Special Risks and/or Fire and Named Perils insurances covering the property effected by or on behalf of the Insured shall be on a similar reinstatement basis.

## REINSTATEMENT OF DAMAGE BY THE INSURED

If the Insured shall, after obtaining the consent of the Insurer(s), reinstate Damaged Property Insured, the Insurer(s) shall pay the cost of such reinstatement including the value of labour and other overhead charges expended thereon together with a reasonable margin for profit. The liability of the Insurer(s) shall not exceed the amount that would otherwise have been payable hereunder had such reinstatement been carried out by outside contractors.

## AVERAGE/UNDERINSURANCE

The Insured is required to insure for full value calculated in accordance with the appropriate Basis of Settlement clauses, as at the commencement of the Period of Insurance and, in relation to any Property Insured acquired after the commencement of the Period of Insurance, as at the time of acquisition of that property.

For the purposes of the application of this memorandum, the Insured's Declared Values at any Situation shall not include any allowance for Extra Cost of Reinstatement or for the costs, expenses and insurance referred to in clauses b) to v) inclusive of 'The indemnity'.

## CO-INSURANCE

If the Insured elects to claim the Indemnity Value of any Damaged Property Insured, the Insurer(s) shall be liable for no greater proportion of the loss of such property than the amount that the Insured's declaration, made at the time of commencement of the Period of Insurance, of the value of such property at the Situation to which the Damaged item or items belong, bears to eighty five percent (85%) of the actual value of such property at the time of commencement of the Period of Insurance, but not exceeding the Limit of Liability expressed in the Schedule. Any amount recoverable under the Extra Cost of Reinstatement Memorandum shall not be taken into account in determining the Insurer's proportion of the loss of such property.

Provided that this clause shall not apply if the amount of the Damage does not exceed five percent (5%) of the amount of the Insured's declaration aforementioned.

It is expressly understood and agreed that the provisions of this Co-insurance memorandum shall not apply in respect of that part of any claim which is made under the provisions of the Reinstatement or Replacement memorandum.

## DISSIMILAR PROPERTY

If the Insured elects to reinstate destroyed Property Insured with dissimilar property whether or not to be used for a similar purpose as the destroyed property, the Insurer(s) shall pay the lesser of:

- a) the cost of the dissimilar property; or
- b) an amount equal to the replacement cost that would have been payable if the destroyed property had been reinstated by similar property in a condition equal to but not better or more extensive than its condition when new.

## FIRST LOSS INSURANCE - THEFT AND MONEY

Neither provision (iii) of the Reinstatement or Replacement memorandum nor the Co-Insurance memorandum shall apply to any claim for Theft or Money to which one or more Sub-Limits of Liability apply as stated in the Schedule.

## EXTRA COST OF REINSTATEMENT

Applicable to buildings, machinery, plant and all other property and contents; other than those specified in items ii. to xv. under Basis of Settlement.

This Policy extends to include the extra cost of reinstatement (including demolition or dismantling) of Damaged Property Insured necessarily incurred to comply with the requirements of any Act of Parliament or regulation made thereunder or any By-law or regulation of any municipal or other statutory authority; subject to the following Provisions and subject also to the terms, Conditions and Limit(s) or Sub-Limits of Liability of this Policy.

### Provisions

- i. The work of reinstatement (which may be carried out wholly or partially upon any other site(s), subject to the liability of the Insurer(s) not being thereby increased), must be commenced and carried out with reasonable despatch, failing which the Insurer(s) shall not be liable to make any payment beyond the amount which would have been payable under this Policy if this memorandum had not been incorporated herein. This proviso shall not apply if the delay is caused by the Insurer(s).
- ii. The amount recoverable shall not include the additional cost incurred in complying with any such Act, regulation, by-law or requirement with which the Insured had been required to comply prior to the happening of the Damage.
- iii. Any average, underinsurance or co-insurance clause or memorandum shall not be applied to the amount recoverable under this memorandum and any amount specified shall not be taken into account for average, underinsurance or co-insurance purposes in terms set out in any clause or memorandum contained in this Policy.
- iv. All other Industrial Special Risks and/or Fire and Named Perils insurances covering the property effected by or on behalf of the Insured shall be on a similar basis.

---

## Industrial Special Risks Mark IV Consolidated Insurance (continued)

- v. If the cost of reinstatement of Damaged Property Insured is less than fifty percent (50%) of that which would have been the cost of reinstatement if such property had been destroyed, the amount recoverable hereunder shall be limited to:
- a) the extra cost necessarily incurred in reinstating only that portion Damaged; or
  - b) whilst applying to such Property Insured, the Sub-Limit of Liability stated herein;
- whichever is the greater. In the event of a Sub-Limit of Liability not being stated in this Policy the Insurer(s) liability shall be limited to the amount as described in sub-paragraph a) of this provision.

### ADDITIONAL EXTRA COST OF REINSTATEMENT

(Applicable to buildings, machinery, plant and all other property and contents other than those specified in items ii. to xv. under Basis of Settlement).

The Policy extends to cover the additional extra cost of reinstatement including demolition or dismantling of the Damaged Property Insured, necessarily incurred by the Insured to comply with the requirements of any Act of Parliament or regulation made thereunder or any by-law or regulation of any municipal or other statutory authority and not otherwise recoverable under the terms and conditions of the Policy.

Provided that the indemnity afforded by this clause:

- a) shall be limited in respect of each loss or series of losses arising out of any one event to the amount shown in the Policy Schedule against 'Additional Extra Cost of Reinstatement';
- b) shall not include the additional cost incurred in complying with any such Act, regulation, by-law or requirement with which the Insured has been duly required to comply prior to the happening of the Damage; and
- c) shall not be subject to any average, underinsurance or co-insurance clause or memorandum contained in Section 1 of the Policy.

The work of reinstatement (which may be carried out wholly or partially upon another site or sites if the aforesaid Act, by-law or regulation so necessitates subject to the liability of the Insurer(s) not being thereby increased) must be commenced and carried out with reasonable despatch, failing which the Insurer(s) shall not be liable to make any payment beyond the amount that would have been payable under the Policy if this memorandum had not been incorporated therein. The Insured's entitlement under this memorandum will not be affected if the delay is caused by the Insurer(s).

### FLOOR SPACE RATIO INDEX (PLOT RATIO)

Subject to the terms, Conditions and Limit(s) or Sub-Limit(s) of Liability of this Policy, if any building(s) being Property Insured is/are Damaged and the cost of reinstatement is more than 50% of the cost of reinstatement if the building(s) had been totally destroyed, and, as a result of the exercise of statutory powers and/or authority by any Government departments, local government or any other statutory authorities reinstatement of such building(s) as before is prohibited and reinstatement is only permissible subject to a reduced floor space ratio index; the Insurer(s) agree(s) to pay in addition to any amount payable on reinstatement of such building(s) the difference between:

- a) The actual cost of reinstatement incurred in accordance with the reduced floor space ratio index; and
- b) The cost of reinstatement which would have been incurred had a reduced floor space ratio index not been applicable.

In arriving at the amount payable under a) and b) above, any payments made by the Insurer(s) shall include the extra cost of reinstatement, including demolition or dismantling of the insured property, necessarily incurred to comply with the requirements of any Act of Parliament or regulation made thereunder or any by-Law or regulation of any Municipal or other Statutory Authority.

Any payment made for the difference between a) and b) above shall be made as soon as the said difference is ascertained upon completion of the rebuilding works and certified by the architect acting on behalf of the Insured in the reinstatement of the building(s).

### ACQUIRED COMPANIES

This Policy extends to include:

- a) property located in Australia belonging to companies and other organisations a controlling interest in which is acquired by the Insured during the Period of Insurance;
- b) property located in Australia for Damage to which such companies or other organisations are legally responsible or for which they have assumed responsibility to insure prior to the occurrence of any Damage; and
- c) any loss suffered by any such companies or organisations which is the subject of indemnity under Section 2 of this Policy.

The Insured must, within one (1) month of acquisition, declare in writing to the Insurer(s):

- i. the name of the company or other organisation and the nature of its business;
- ii. the nature and extent of the property to be insured;
- iii. the value of the indemnity provided, calculated in accordance with the relevant Basis of Settlement clauses;

and agree to pay any additional premium required and comply with any reasonable directions of the Insurer(s) with respect to the security or safety of that property.

The business of the acquired company or other organisation must be similar to the Business stated in the Schedule.

---

## Industrial Special Risks Mark IV Consolidated Insurance (continued)

For the purpose of this memorandum, a controlling interest shall, in the case of a company, mean the acquisition of shares carrying more than fifty percent (50%) of votes capable of being cast at a general meeting of all shareholders in the company.

All such property shall be Property Insured for the purpose of the Adjustment of Premium memorandum and the Insured shall make declarations with respect to it accordingly and with respect to the indemnity provided under Section 2.

Provided always that the liability of the Insurer(s) under this memorandum shall not exceed the Sub-Limit of Liability shown in the Schedule against 'Acquired Companies'.

### LOSS OF LAND VALUE

Notwithstanding the provisions of Perils Exclusion 10 and Property Exclusion 8:

- a) In the event of the absolute refusal by the competent local or government authority to allow the reconstruction of the Premises following Damage, the Insurer(s) shall pay by way of indemnity the amount of excess of the Land Value before the Damage to improvements, over the Land Value after the Damage to improvements; or
- b) in the event of the competent public authority allowing only partial reconstruction of the Premises after Damage, the Insurer(s) shall pay by way of indemnity the deficiency between the Land Value after such reconstruction and the Land Value before the Damage;

less any sum paid by way of compensation by such authority arising out of the action referred to in a) or b) above.

The liability of the Insurer(s) shall be limited to the Sub-Limit of Liability stated in the Schedule of the Policy against 'Loss of Land Value' for any one loss or series of losses arising out of any one event or occurrence at any one Situation.

#### Special conditions

- i. Settlement shall be made following the ruling of the competent local or government Authority resulting in the loss of Land Value. Should settlement have been made however and subsequently the ruling of the relevant local or government Authority be changed prior to completion of the reconstruction, resulting in an increase in the Land Value, that part of the claim paid in excess of the revised Land Value shall be refunded to the Insurer(s).
- ii. All differences relating to the Land Value arising out of the Policy shall forthwith be referred to the decision of two registered valuers; one to be appointed by each of the parties and in case the two registered valuers do not agree, of a third valuer, appointed by the Chair of the Australian Valuers Institute as an expert, whose decision shall be binding.

### OUTPUT REPLACEMENT

Notwithstanding anything contained to the contrary in the Reinstatement or Replacement Memorandum, it is hereby declared and agreed that of the interest described in Basis of Settlement of this Policy, any property that has a measurable output and which is capable of replacement with a new item or items that perform a similar function shall be valued for insurance purposes as follows and values for the settlement of any loss or Damage in respect thereof shall be on the same basis:

- a) If the Damaged Property Insured is to be replaced by an item or items that have the same or a lesser total output, then the insurable value thereof is the new installed cost of such replacement item or items as would give the same total output as the Damaged Property Insured.
- b) If the Damaged Property Insured is to be replaced by an item or items that have a greater total output and the new installed cost of such replacement property is no greater than the replacement value of the Damaged Property Insured then no deductions shall be made from any claim for the improved output.
- c) If the Damaged Property Insured is to be replaced by an item or items that have a greater total output and the new installed cost of such replacement property is greater than the replacement value of the Damaged Property Insured, then its insurable value is the greater of:
  - i. the cost of replacement with similar property in a condition equal to but not better or more extensive than its condition when new; and
  - ii. that proportion of the new installed cost that the output of the Damaged Property Insured bears to the output of the replacement item or items.

The difference between the insurable value so calculated and the new installed cost of the replacement item or items shall be borne by the Insured.

No payment beyond the value of the Damaged Property Insured at the time of the happening of its Damage shall be made hereunder until a sum equal to the value for settlement determined according to paragraphs a), b) and/or c) hereof shall have been actually incurred.

Provided that in the event of partial Damage where property is to be repaired, the Insurer(s) shall pay the cost of restoration of the Damaged Property Insured to a condition substantially the same but not better nor more extensive than its condition when new and provided further that the liability of the Insurer(s) shall not exceed the sum representing the cost that the Insurer(s) could have been called upon to pay if such property had been wholly Damaged.

## CONSTRUCTIVE TOTAL LOSS

There shall be deemed to be a constructive total loss when the Property Insured specified herein or any part thereof is reasonably abandoned:

- a) because its actual total loss seems unavoidable, or
- b) because it could not be preserved from actual total loss without an expenditure which would exceed its repaired and/or recovered value.

It is understood and agreed that the words 'actual total loss' shall mean loss, destruction or damage (and not merely physical loss, destruction or damage) of or to the Property Insured specified herein or any part thereof.

## BUILDINGS OF ARCHITECTURAL AND HISTORIC INTEREST

Despite clause i. of Basis of Settlement, in consideration of the architectural features or structural materials of any building(s) insured under this Policy possessing a particularly ornamental, antiquarian or historical character or in consideration of the architectural features now being outdated or the materials not being readily available or in consideration of the said building(s) now being too large for the needs of the Insured, it is agreed that in the event of that building being so Damaged that the amount of such Damage exceeds the Declared Value of the said building(s), the basis upon which the amount payable under the Policy is to be calculated shall be the cost of erecting a similar type of building of current design and modern materials but not necessarily as large as the Damaged building and it is further agreed that the Declared Value has been based accordingly. Subject to the following special provisions and subject also to the terms and Conditions of the Policy except insofar as the same may be varied hereby.

### Special Provisions

- a) In no case shall the Insurers' liability under this memorandum exceed the amount which would have been payable in erecting a new building in the same condition, size and style as the Damaged building when new.
- b) The work of erecting a new building (which may be carried out upon another site or sites and in any manner suitable to the requirements of the Insured but subject to the liability of the Insurer(s) not being thereby increased) must be commenced and carried out with reasonable despatch, failing which the Insurer(s) shall not be liable to make any payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein. This proviso will not apply if the delay is caused by the Insurer(s).
- c) When any building insured under this memorandum sustains Damage and where the amount of such Damage is less than the Declared Value of that building, the rights and liabilities of the Insurer(s) and the Insured in respect of such Damage shall be subject to the terms and Conditions of the Policy, as if this memorandum had not been incorporated therein.
- d) No payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made until a sum equal to the cost of erecting the new building (as defined in the first paragraph of this memorandum) shall have been actually incurred.
- e) All other insurances covering the property effected by or on behalf of the Insured shall be on a similar reinstatement basis.

Provided that this memorandum shall not apply to any building registered for preservation under any National or State Act.

## ABANDONED UNDAMAGED PORTION OF A BUILDING

If any building is Damaged and due to the exercise of statutory powers or delegated legislation or authority by any government department, local government or other statutory authority, reinstatement of such building is carried out upon another site, then the abandoned undamaged portion of such building shall be deemed to have been destroyed; provided that if the presence of such abandoned undamaged portion of the building increases the sale value of the original site, the increase in sale value shall be regarded as salvage and the amount thereof shall be payable to the Insurer(s) by the Insured upon completion of any sale of the site or shall be deducted from the total amount otherwise payable by the Insurer(s) under this Policy, whichever shall occur later.

All differences relating to the amount of such increase in site value shall forthwith be referred to the decision of two registered valuers; one to be appointed by each of the parties to this Policy. If the two valuers do not agree, their differences shall be referred to the decision of a third valuer, appointed by the Chair of the Australian Valuers Institute as an expert, whose decision shall be binding.

Provided always that the liability of the Insurer(s) under this memorandum shall not exceed the Sub-Limit of Liability shown in the Schedule against 'Abandoned Undamaged Portion of a Building'.

## UNDAMAGED FOUNDATIONS

When Property Insured is Damaged but its foundations are not destroyed and, due to the exercise of statutory powers or delegated legislation or authority by any government department, local government or other statutory authority, reinstatement of the Property Insured is carried out upon another site or sites, then the abandoned foundations shall be deemed to have been Damaged. If the presence of the abandoned foundations increases the sale value of the original site, then such increase shall be regarded as salvage and shall be payable to the Insurer(s) by the Insured upon completion of the sale of the site or shall be deducted from the total amount otherwise payable by the Insurer(s) under the Policy, whichever shall occur later.

---

## Industrial Special Risks Mark IV Consolidated Insurance (continued)

All differences relating to the amount of such increase in site value shall forthwith be referred to the decision of two registered valuers; one to be appointed by each of the parties to this Policy. If the two valuers fail to agree, their differences shall be referred to the decision of a third valuer, appointed by the Chair of the Australian Valuers Institute as an expert, whose decision shall be binding.

The term 'foundations' shall be deemed to include services, such as but not limited to conduits, pipes, cables and wiring, which are built in to footings, foundations or concrete floor slabs

### UNDAMAGED ANCILLARY AND/OR PERIPHERAL EQUIPMENT

If plant and/or machinery is destroyed and its ancillary and/or peripheral equipment is not destroyed but, upon replacement of the destroyed plant and/or machinery, the ancillary and/or peripheral equipment is rendered superfluous, then such equipment shall be deemed to be destroyed and its salvage value shall be payable to the Insurer(s) by the Insured upon completion of any sale, or shall be deducted from the total amount otherwise payable by the Insurer(s) under the Policy, whichever shall occur later.

### APPLICATION OF DEDUCTIBLES

Deductibles shall apply to the Limits and Sub-Limits of Liability in accordance with the Schedule but the Limits and Sub-Limits of Liability shall only be applied in excess of the relevant Deductible.

## Section 2 Business Interruption

### THE INDEMNITY

In the event of any building or any other property or any part thereof used by the Insured at the Situation for the purpose of the Business being Damaged during the Period of Insurance by any cause or event not hereinafter excluded and the Business carried on by the Insured being in consequence thereof interrupted or interfered with, the Insurer(s) will, subject to the provisions of this Policy including the limitation on the Insurer(s) liability, pay to the Insured the amount of loss resulting from such interruption or interference in accordance with the applicable Basis of Settlement.

Loss as insured by this Policy arising from an interruption of or interference with the Business in consequence of Damage to any property belonging to the Insured or for Damage to which the Insured is responsible, while such property is at any storage premises within Australia or at any situation within Australia where the Insured has any work or process carried out by contractors, shall be deemed to be loss arising from Damage to property used by the Insured at the Situation for the purpose of the Business.

Provided that the Insurer(s) will not be liable for any loss under this Section unless the Insured's property Damaged is insured against such Damage (but this does not apply to loss arising out of destruction or damage by the explosion, implosion, rupture, collapse, bursting, cracking or overheating of any boiler, economiser or other pressure vessel, including pipes, valves, and other apparatus forming part of any of these and in respect of any of which a certificate is required to be issued under the terms of any statute or regulation) and the insurer(s) by which such property is insured shall have paid for or admitted liability in respect of such Damage unless no such payment shall have been made or liability shall not have been admitted only because of the operation of a provision in such insurance excluding indemnity for loss below a specific amount.

### BASIS OF SETTLEMENT

We will only indemnify You if You identify the Items Insured You want and provide Declared Values particular to them.

#### **Item No. 1 – Loss of Gross Profit**

The insurance under this item is limited to actual loss of Gross Profit due to: a) Reduction in Turnover, and b) Increase in Cost of Working, and the amount payable as indemnity thereunder shall be:

**a) In respect of Reduction in Turnover:**

The sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover;

**b) In respect of Increase in Cost of Working:**

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided;

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage.

Provided that if the estimated value of Gross Profit declared at the commencement of the Period of Insurance is less than eighty-five percent (85%) of the sum produced by applying the Rate of Gross Profit to the Annual Turnover (appropriately increased if the Indemnity Period exceeds twelve months), the amount payable hereunder shall be proportionately reduced.

---

## Industrial Special Risks Mark IV Consolidated Insurance (continued)

This provision shall not apply if the amount of the loss does not exceed five per cent (5%) of the estimated value of Gross Profit declared at the commencement of the Period of Insurance.

Provided further that:

- i. the above proviso to Item No. 1 is deleted; and
- ii. the definition for Annual Turnover is deleted,

where the estimated value of Gross Profit declared at the commencement of the Period of Insurance is in accordance with a professionally audited value that represents as nearly as may be reasonably practical the Gross Profit which would have been achieved during the maximum Indemnity Period but for the Damage.

### Item No. 2 – Claim preparation fees

The insurance under this item is to cover such reasonable professional fees as may be payable by the Insured, and such other reasonable expenses necessarily incurred by the Insured and not otherwise recoverable, for preparation of claims under Section 1 and 2 of the Policy and the Insurer(s) shall indemnify the Insured for such reasonable fees and expenses.

### Item No. 3 – Pay-Roll

The insurance under this item is limited to loss in respect of Pay-Roll and the amount payable as indemnity thereunder shall be:

#### a) In respect of Reduction of Turnover:

- i. During the portion of the Indemnity Period beginning with the occurrence of the Damage and ending not later than the number of weeks thereafter specified in the Schedule: the sum produced by applying the Rate of Pay-Roll to the Shortage in Turnover during the said portion of the Indemnity Period, less any saving during the said portion of the Indemnity Period, through reduction in consequence of the Damage in the amount of Pay-Roll paid.
- ii. During the remaining portion of the Indemnity Period: the sum produced by applying the Rate of Pay-Roll to the Shortage in Turnover during the said remaining portion of the Indemnity Period, less any saving during the said remaining portion of the Indemnity Period, through reduction in consequence of the Damage, in the amount of Pay-Roll paid; but not exceeding the sum produced by applying the percentage of the Rate of Pay-Roll specified in the Schedule to the Shortage in Turnover during the said remaining portion of the Indemnity Period, increased by such amount as is deducted for savings under the terms of clause a) i. above.

**Note:** At the option of the Insured, the number of weeks referred to in clause a) i. above may be increased to the number of weeks specified in the Schedule under the heading 'Consolidated Period' provided that the amount arrived at under the provisions of clause a) ii. shall not exceed such amount as is deducted under clause a) i. for savings effected during the said increased number of weeks.

#### b) In respect of Increase in Cost of Working:

So much of the additional expenditure described in clause b) of Item 1 as exceeds the amount payable thereunder, but not more than the additional amount which would have been payable in respect of Shortage in Turnover under the provisions of clauses a) i. and a) ii. of this item had such expenditure not been incurred.

Provided that if the estimated value of Insured Pay-Roll declared at the commencement of the Period of Insurance is less than eighty five percent (85%) of the sum produced by applying the Pay-Roll Limits set out in the Schedule to the amount produced by applying the Rate of Pay-Roll to the Annual Turnover (appropriately increased if the Indemnity Period exceeds twelve months), the amount payable hereunder shall be proportionately reduced.

This provision shall not apply if the amount of the loss does not exceed five percent (5%) of the estimated value of Insured Pay-Roll declared at the commencement of the Period of Insurance.

Provided further that the above proviso to Item No. 3 is deleted where the estimated value of Insured Pay-Roll declared at the commencement of the Period of Insurance is in accordance with a professionally audited value that represents as nearly as may be reasonably practical the Insured Payroll which would have been payable during the maximum Indemnity Period but for the Damage.

### Item No. 4 – Additional increased cost of working

The insurance under this item is limited to increase in cost of working (not otherwise recoverable hereunder) necessarily and reasonably incurred during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing reduction in Turnover and/or resuming and/or maintaining normal business operations and/or services.

### Item No. 5 – Refundable accommodation deposits (RAD)

The Insurer(s) will indemnify the Insured in the event of Damage under Section 1, for the loss of interest the Insured would have reasonably earned from refundable accommodation deposits (RAD) during the Indemnity Period had the Damage not occurred.

The Insurer(s) will also pay any additional interest payments and/or costs incurred in connection with re-financing the funds required for reimbursing the refundable accommodation deposits and/or entry fees paid by residents which the Insured is contractually required to refund under the terms of any occupancy agreement.

The cover provided shall be limited to the amount stated in the Schedule of the Policy against 'Refundable Accommodation Deposits' for any one loss or series of losses arising from any one event or cause at any one Situation.

**Item No. 6 – Gross Rentals**

**Gross rental specification**

The following clauses are deleted from the Policy:

Item No.1: Gross Profit

Item No.3: Pay-roll

Definitions of:

- Gross Profit
- Turnover
- Pay-Roll
- Shortage in Turnover
- Rate of Gross Profit
- Annual Turnover
- Standard Turnover
- Rate of Pay-roll

Memoranda entitled:

- Turnover elsewhere after Damage
- Departmental
- New business
- Accumulated stocks
- Turnover/output alternative
- Salvage sale

and replaced by the following clauses:

**Item No. 1**

The insurance under this item is limited to loss of Gross Rentals due to a) Reduction in Gross Rentals, and b) Increase in Cost of Working, and the amount payable as indemnity thereunder shall be:

**a) in respect of Reduction in Gross Rentals:**

The amount by which the Gross Rentals during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Gross Rentals;

**b) in respect of Increase in Cost of Working:**

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Rentals which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the loss of Gross Rentals thereby avoided;

less any sum saved during the Indemnity Period in respect of such charges and expenses of the Business as may cease or be reduced in consequence of the Damage.

Provided that if the estimated value of Gross Rentals declared at the commencement of each Period of Insurance is less than eighty five percent (85%) of the Annual Gross Rentals (or the appropriate multiple if the Indemnity Period exceeds twelve (12) months), the amount payable hereunder shall be proportionately reduced.

This provision shall not apply if the amount of the loss does not exceed five percent (5%) of the estimated value of Annual Gross Rentals declared at the commencement of the Period of Insurance.

Provided further that:

- i. the above proviso to Item No. 1 is deleted; and
- ii. the definition for Annual Gross Rentals is deleted,

where the estimated value of Gross Rentals declared at the commencement of the Period of Insurance is in accordance with a professionally audited value that represents as nearly as may be reasonably practical the Gross Rentals which would have been achieved during the maximum Indemnity Period but for the Damage.

## DEFINITIONS

### Gross Rentals

The money paid or payable by tenants to the Insured or to others as outgoings as required by the rental agreement in respect of the Situation and for services rendered by or on behalf of the Insured.

### Standard Gross Rentals

The Gross Rentals during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period.

### Annual Gross Rentals

The Gross Rentals earned during the twelve months immediately before the date of the Damage.

Such adjustments shall be made to Standard Gross Rentals and Annual Gross Rentals as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage. In the event that the Insured and the Insurer(s) cannot agree to the rate of adjustment, the Insured and the Insurer(s) may agree to submit to arbitration.

## MEMORANDA

### Gross Rentals elsewhere after Damage

If during the Indemnity Period the Business shall be conducted elsewhere than at the Situation, the Gross Rentals derived from such other premises shall be brought into account in arriving at the Gross Rentals during the Indemnity Period.

### New business

In the event of Damage occurring at the Situation before completion of the first year's trading of the Business, the terms 'Standard Gross Rentals' and 'Annual Gross Rentals' shall bear the following meanings and not as within stated:

Standard Gross Rentals: the proportional equivalent for a period equal to the Indemnity Period, of the Gross Rentals realised during the period between the commencement of the Business and the date of the Damage.

Annual Gross Rentals: the proportional equivalent, for a period of twelve (12) months of the Gross Rentals realised during the period between the commencement of the Business and the date of the Damage.

To which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage.

### Item No. 7 – Gross Revenue

#### Gross revenue specification

The following clauses are deleted from the Policy:

Item No.1: Gross Profit

Item No.3: Pay-roll

Definitions of:

- Gross Profit
- Turnover
- Pay-Roll
- Shortage in Turnover
- Rate of Gross Profit
- Annual Turnover
- Standard Turnover
- Rate of Pay-roll

---

## Industrial Special Risks Mark IV Consolidated Insurance (continued)

Memoranda entitled:

- Turnover elsewhere after Damage
- Departmental
- New business
- Accumulated stocks
- Turnover/output alternative
- Salvage sale

and replaced by the following clauses:

### **Item No. 1**

The insurance under this item is limited to loss of Gross Revenue due to a) Reduction in Gross Revenue and b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be:

a) in respect of Reduction in Gross Revenue:

The amount by which the Gross Revenue during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Gross Revenue;

b) in respect of Increase in Cost of Working:

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross Revenue which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the amount of the reduction in Gross Revenue thereby avoided;

less any sum saved during the Indemnity Period in respect of such charges and expenses of the Business as may cease or be reduced in consequence of the Damage.

Provided that if the estimated value of Gross Revenue declared at the commencement of each Period of Insurance is less than eighty per cent (85%) of the Annual Gross Revenue (or the appropriate multiple if the Indemnity Period exceeds twelve months) the amount payable hereunder shall be proportionately reduced.

This provision shall not apply if the amount of the loss does not exceed five percent (5%) of the estimated value of Annual Gross Revenue declared at the commencement of the Period of Insurance.

Provided further that:

- i. the above proviso to Item No. 1 is deleted; and
- ii. the definition for Annual Gross Revenue is deleted,

where the estimated value of Gross Revenue declared at the commencement of the Period of Insurance is in accordance with a professionally audited value that represents as nearly as may be reasonably practical the Gross Revenue which would have been achieved during the maximum Indemnity Period but for the Damage.

## DEFINITIONS

### **Gross Revenue**

The money paid or payable to the Insured for services rendered (and goods, if any, sold) in the course of the Business at the Situation.

### **Standard Gross Revenue**

The Gross Revenue during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period.

### **Annual Gross Revenue**

The Gross Revenue earned during the twelve months immediately before the date of the Damage.

Such adjustments shall be made to the Standard Gross Revenue and Annual Gross Revenue as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage. In the event that the Insured and the Insurer(s) cannot agree to the rate of adjustment, the Insured and the Insurer(s) may agree to submit to arbitration.

## MEMORANDA

### Gross Revenue elsewhere after Damage

If during the Indemnity Period services shall be rendered or goods shall be sold elsewhere than at the Situation for the benefit of the Business either by the Insured or by others on the Insured's behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Gross Revenue during the Indemnity Period.

### New business

In the event of Damage occurring at the Situation before completion of the first year's trading of the Business, the terms 'Standard Gross Revenue' and 'Annual Gross Revenue' shall bear the following meanings and not as within stated:

Standard Gross Revenue: the proportional equivalent for a period equal to the Indemnity Period, of the Gross Revenue realised during the period between the commencement of the Business and the date of the Damage.

Annual Gross Revenue: the proportional equivalent, for a period of twelve months of the Gross Revenue realised during the period between the commencement of the Business and the date of the Damage.

To which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage.

### Item No. 8 – Research establishment expenses

The insurance under this item is limited to the loss sustained by the Insured in consequence of the Damage in respect of a) Research Establishment Expenditure and b) Increase in Cost of Working and the amount payable as indemnity hereunder shall be:

- a) In respect of Research Establishment Expenditure: for each working week in the Indemnity Period during which the activities of the research establishment are, in consequence of the Damage:
  - i. totally interrupted or totally given over to the reworking of projects affected by the Damage, the Insured Amount per Week;
  - ii. partially interrupted or partially given over to the reworking of projects affected by the Damage, an equitable proportion of the Insured Amount per Week based upon the time rendered ineffective by reason of the Damage;
- b) In respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred in consequence of the Damage to minimise the interruption to the activities of the research establishment. The amount payable under this heading shall not exceed the amount payable under a) for loss of Research Establishment Expenditure if no such Increase in Cost of Working had been incurred,

less any sum saved during the Indemnity Period in respect of such of the Research Establishment Expenditure as may cease or be reduced in consequence of the Damage.

Provided that if the estimated value of Research Establishment Expenditure declared at the commencement of the Period of Insurance is less than eighty-five percent (85%) of the Annual Research Expenditure (appropriately increased if the Indemnity Period exceeds twelve months) on the day of commencement of the Period of Insurance, the amount payable hereunder shall be proportionately reduced.

This provision shall not apply if the amount of the loss does not exceed five percent (5%) of the estimated value of Research Establishment Expenditure declared at the commencement of the Period of Insurance.

## DEFINITIONS

**Research Establishment Expenditure** means the total expenditure on research by the Insured at the Situation less the relative cost of raw materials consumed.

**Insured Amount per Week** means one fiftieth part of the Research Establishment Expenditure incurred during the financial year immediately before the date of the Damage.

**Annual Research Expenditure** means the aggregate amount of the Research Establishment Expenditure incurred during the twelve months immediately before the date of the Damage.

Adjustments shall be made to the Insured Amount per Week and Annual Research Expenditure as may be necessary to provide for the trend of the research establishment activities and for variations in or other circumstances affecting the research establishment activities either before or after the Damage so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage. In the event that the Insured and the Insurer(s) cannot agree to the rate of adjustment, the Insured and the Insurer(s) may agree to submit to arbitration.

**Premium adjustment clause:** In the event of the Research Establishment Expenditure during the accounting period of twelve months most nearly concurrent with the Period of Insurance being less than the estimated value of Research Establishment Expenditure declared at the commencement of the Period of Insurance, a pro rata return of premium not exceeding 50% of the premium paid on such Declared Value will be made in respect of the difference. If any Damage shall have occurred, giving rise to a claim under this item, such return shall be made only in respect of so much of the said difference as is not due to such Damage.

## Definitions applicable to Section 2

Words with particular meanings when used in this Section 2, or in endorsements or attachments that form part of this Policy, are defined. For the purpose of identification, the first letter of such words will be capitalised and if comprising a group of words, the first letter of the principal words will be capitalised.

### GROSS PROFIT

The amount by which:

- a) the sum of the Turnover and the amount of the Closing Stock and Work in Progress shall exceed;
- b) the sum of the amount of the Opening Stock and Work in Progress and the amount of the Uninsured Working Expenses as set out in the Schedule.

**Note:** The amounts of the Opening and Closing Stocks and Work in Progress shall be arrived at in accordance with the Insured's normal accountancy methods; due provision being made for depreciation.

### TURNOVER

The amount (less discounts, if any allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Situation.

### INDEMNITY PERIOD

The period beginning with the occurrence of the Damage and ending not later than the number of months specified in the Schedule thereafter during which the results of the Business shall be affected in consequence of the Damage.

### CONSOLIDATED PERIOD

The sum of the number of weeks specified in the Schedule applicable to clause a) i. of Item No. 3 and the percentage specified in the Schedule of the remaining portion of the Indemnity Period applicable to clause a) ii. of Item No. 3.

### INSURED PAY-ROLL

The Declared Value of estimated Pay-Roll in respect of the Consolidated Period referred to in Item No. 3 and specified in the Schedule, declarable as at the day of commencement of the Period of Insurance.

### PAY-ROLL

The remuneration paid to all employees of the Insured (including but not limited to holiday pay, sick pay, long service leave pay and bonuses) plus payments for pay-roll tax, fringe benefits tax, superannuation and pension fund contributions, workers compensation insurance premiums, accident compensation levies and the like.

### SHORTAGE IN TURNOVER

The amount by which the Turnover during a period shall, in consequence of the Damage, fall short of the part of the Standard Turnover which relates to that period.

### RATE OF GROSS PROFIT

The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage.

### ANNUAL TURNOVER

The Turnover during the 12 months immediately before the date of the Damage.

### STANDARD TURNOVER

The Turnover during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.

### RATE OF PAY-ROLL

The rate of Pay-Roll to Turnover during the financial year immediately before the date of the Damage.

Adjustments shall be made to the Rate of Gross Profit, Annual Turnover, Standard Turnover and Rate of Pay Roll as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly

---

## Industrial Special Risks Mark IV Consolidated Insurance (continued)

as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage. In the event that the Insured and the Insurer(s) cannot agree to the rate of adjustment, the Insured and the Insurer(s) may agree to submit to arbitration.

### ITEMS INSURED

Those items described in Basis of Settlement under Section 2 of this Policy for which a Declared Value or Sub-Limit of Liability is shown in the Schedule or which are otherwise indicated in the Schedule as being operative.

## Memoranda to Section 2

Except to the extent this Policy is hereby modified under the following Memoranda the terms, Conditions and limitations of this Policy shall apply.

### TEMPORARY ACCOMMODATION

The insurance under this memorandum is limited to the reasonable and necessary cost of providing temporary accommodation for residents and resident staff where the Property Insured includes residential accommodation and such accommodation becomes uninhabitable as a consequence of a peril insured by this Policy.

The Insurer(s) will also indemnify the Insured for:

- a) the cost to initially transport residents and resident staff from the Situation to the site of such temporary accommodation;
- b) the additional costs of alternative accommodation incurred by the Insured during the Indemnity Period; and
- c) the reasonable cost of return transport from the temporary accommodation site to the Situation once the Premises are habitable.

The cover granted shall be subject to the Sub-Limit of Liability stated in the Schedule against 'Temporary Accommodation'.

### ACCOMMODATION BONDS

The Insurer(s) will indemnify the Insured in the event of Damage under Section 1, for the loss of interest the Insured would have reasonably earned from accommodation bonds during the Indemnity Period had the Damage not occurred. The Insurer(s) will also pay any additional interest payments and/ or costs incurred in connection with re-financing the funds required for reimbursing the accommodation bonds and/or entry fees paid by residents which the Insured is contractually required to refund under the terms of any occupancy agreement.

The cover provided shall be limited to the amount stated in the Schedule of the Policy against 'Accommodation Bonds' for any one loss or series of losses arising from any one event or cause at any one Situation.

### SEVERANCE PAY

The insurance under this memorandum is limited to such further additional expenditure beyond that recoverable under clause a) of Item No. 3 as the Insured is obligated or has agreed to pay under industrial awards, determinations, decisions or agreements for severance pay and/or in lieu of notice to employees whose services are terminated during the Indemnity Period in consequence of the Damage. The cover hereby granted shall be subject to the Sub-Limit of Liability stated in the Schedule against 'Severance Pay'.

### RENT PAYABLE

The insurance under this memorandum is in respect of rent and other expenses payable and insurable by the Insured in accordance with the terms of any lease agreement and the amount payable as indemnity hereunder shall be such sum as the Insured shall be legally liable to pay and the lessor shall be legally entitled to receive during the Indemnity Period under the terms of the lease. The cover hereby granted shall be subject to the Sub-Limit of Liability stated in the Schedule against 'Rent Payable'.

The insurance under this memorandum is limited to such further rent payable beyond that recoverable under clause a) of Item No. 1 during which the results of the Business shall be affected in consequence of the Damage.

### RENT RECEIVABLE

The insurance under this memorandum is limited to the loss of rent receivable (including amounts due for services rendered and recoverable expenses) and the amount payable as indemnity hereunder shall be the amount by which rent (including amounts for services rendered and recoverable expenses) received or receivable during the Indemnity Period shall fall short of the amount which it may be reasonably estimated would have been received during that period had the Damage not occurred including the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of rent (including amounts for services rendered and recoverable expenses), less any sum saved during that period in respect of the charges or expenses payable out of rent as may cease or be reduced in consequence of the Damage. The cover hereby granted shall be subject to the Sub-Limit of Liability stated in the Schedule against 'Rent Receivable'.

## CONTRACTUAL FINES AND PENALTIES

The Insured is indemnified with respect to fines and penalties for breach of contract and the amount payable as indemnity hereunder shall be such sum(s) as the Insured shall be legally liable to pay and shall pay in discharge of fines and/or penalties incurred in consequence of the Damage, for non-completion or late completion of orders, inability to meet contract specifications or cancellation of orders. The cover hereby granted shall be subject to the Sub-Limit of Liability stated in the Schedule against 'Contractual fines and penalties'.

## ACCOUNTS RECEIVABLE

The insurance under this memorandum is limited to the loss sustained by the Insured in respect of all outstanding debit balances if the Insured is unable to effect collection thereof as a direct result of Damage to records of accounts receivable. The Insurer(s) will also pay:

- a) interest charges at the ruling rate of the Insured's bank on any loan to offset impaired collections pending repayment of such amounts rendered uncollectible in consequence of the Damage;
- b) interest lost by the Insured in consequence of such impaired collections;
- c) additional expenditure necessarily and reasonably incurred in tracing and establishing the amounts of accounts receivable; and
- d) collection expenses in excess of normal collection costs, incurred in consequence of the Damage.

Where there is proof that a loss covered by the Policy has occurred, but the Insured cannot accurately establish the total amount of accounts receivable outstanding at the date of Damage, such amount shall be computed as follows:

- a) Determine the total amount of accounts receivable outstanding on the last working day of the fiscal month which ended twelve months before the beginning of the month in which the Damage occurs.
- b) Calculate the average increase or decrease in the monthly total amounts of accounts receivable outstanding on the last working day of each of the twelve months immediately preceding the month in which Damage occurs.
- c) The amount determined under paragraph a), increased or decreased by the percentage calculated in accordance with paragraph b) shall be deemed to be the total amount of accounts receivable outstanding at the time and date of the Damage.
- d) The amount determined under paragraph c) shall be adjusted as may be necessary to provide for any demonstrable variance from the amount so determined occurring before but during the month in which the Damage occurs; due consideration also being given to normal monthly trends in receipts.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not Damaged, or otherwise established or collected by the Insured, and an equitable amount to provide for doubtful debts. The cover hereby granted shall be subject to the Sub-Limit of Liability stated in the Schedule against 'Accounts Receivable'.

## GOVERNMENT INCENTIVES

The definition of Turnover is extended to include financial incentives or concessions granted to the Insured by any Federal or State or Territory Government department in recognition of specific performance in the development of market opportunities or employment of disadvantaged persons.

## TURNOVER ELSEWHERE AFTER DAMAGE

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Situation for the benefit of the Business either by the Insured or by others on the Insured's behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

## DEPARTMENTAL

If the Business is conducted in departments or business units the independent trading results of which are ascertainable, the provisions of clauses a) and b) of Item Nos. 1 and 3 shall apply separately to each department or unit affected by the Damage.

## NEW BUSINESS

In the event of Damage occurring at the Situation before the completion of the first year's trading of the Business, the terms 'Rate of Gross Profit', 'Annual Turnover', 'Standard Turnover' and 'Rate of Pay-Roll' shall bear the following meanings and not as within stated:

**Rate of Gross Profit:** the rate of Gross Profit earned on the Turnover during the period between the date of the commencement of the Business and the date of the Damage.

**Annual Turnover:** the proportional equivalent, for a period of 12 months, of the Turnover realised during the period between the commencement of the Business and the date of the Damage.

**Standard Turnover:** the proportional equivalent, for a period equal to the Indemnity Period, for the Turnover realised during the period between the commencement of the Business and the date of the Damage.

**Rate of Pay-Roll:** the rate of Pay-Roll to Turnover during the period between the date of the commencement of the Business and the date of the Damage.

---

## Industrial Special Risks Mark IV Consolidated Insurance (continued)

Adjustments shall be made to the Rate of Gross Profit, Annual Turnover, Standard Turnover and Rate of Pay-Roll as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage.

### ACCUMULATED STOCKS

In adjusting any loss, account shall be taken and equitable allowance made if any Shortage in Turnover due to the Damage is postponed by reason of the Turnover being temporarily maintained from accumulated stocks.

### BOOKS OF ACCOUNT

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Insurer(s) for the purpose of investigating or verifying any claim hereunder may be produced and certified by the Insured's auditors and their certificate shall be prima facie evidence of the particulars and details to which such certificate relates.

The words and expressions used herein shall have the meanings usually attached to them in the books and accounts of the Insured unless otherwise defined in this Policy.

### PUBLIC UTILITIES

Any loss resulting from interruption of or interference with the Business directly in consequence of Damage, anywhere in Australia to land based premises of any communication station, electric power station or sub-station, gasworks, waterworks, sewerage pumping or sewerage treatment works of a supply undertaking from which the Insured obtains communication services, electric current, gas, water or sewage service shall be deemed to be loss resulting from Damage to property used by the Insured at the Situation. It shall not be a condition precedent to liability under this memorandum that payment shall be made or liability admitted for Damage under Section 1 of the Policy.

The cover provided by this memorandum shall be subject to the Sub-Limit of Liability stated in the Schedule against 'Remote Premises of Public Utilities'.

### OTHER CONTRIBUTING PROPERTIES

Any loss resulting from interruption of or interference with the Business in consequence of Damage to any other property (not more specifically mentioned in this Policy) at any situation in Australia not owned or operated by the Insured, but which wholly or partly prevents delivery of materials, goods or services to the Insured and/or to the Insured's customers shall be deemed to be loss resulting from Damage to property used by the Insured at the Situation.

The cover provided by this memorandum shall be subject to the Sub-Limit of Liability stated in the Schedule against 'Other Contributing Properties'.

## TURNOVER/OUTPUT ALTERNATIVE

If it gives a more equitable result in determining the actual loss sustained by the Insured, the term 'Output' may be substituted for the term 'Turnover' and, for the purpose of this Section, 'Output' shall mean the sale and/or invoice value of goods manufactured and/or processed by the Insured in the course of the Business at the Situation. Provided that only one such term shall be operative in connection with any one event involving Damage.

When the Insurer(s) may indemnify the Insured in accordance with the 'Output' alternative:

- a) If the interruption of or interference with the Business is of such short duration that it would not be practical, or even possible, to measure the effect of such interruption or interference by turnover; or
- b) If there is a time lag of relatively long duration between loss of production and the ultimate loss of turnover.

If the meaning set out above is used, the memorandum 'Turnover elsewhere after Damage' shall be altered to read as follows:

If during the Indemnity Period goods shall be manufactured and/or processed other than at the Situation for the benefit of the Business either by the Insured or by others on the Insured's behalf the sale value of the goods so manufactured and/or processed shall be brought into account in arriving at the Output during the Indemnity Period.

And the memorandum titled 'Accumulated stocks' shall be altered to read as follows:

In adjusting any loss under this Section, account shall be taken and equitable allowance made if any Shortage in Output due to the Damage is postponed by reason of the Output being temporarily maintained from accumulated stocks.

## SPECIFIED SUPPLIERS' AND/OR CUSTOMERS' PREMISES

Loss resulting from interruption of or interference with the Business in consequence of Damage to property at the specified premises anywhere in the world of any producer or merchant identified in the Schedule against 'Specified Suppliers' and/or Customers' Premises' shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises. The liability of the Insurer(s) under this memorandum shall be limited to the percentage(s) stated in the Schedule against each premises specified, in respect of any one loss or series of losses arising out of any one event or occurrence at the particular premises specified. The percentage(s) specified in the Schedule shall be applied to the total of the values of Gross Profit and Insured Pay-Roll declared as at the day of commencement of the Period of Insurance.

For the purposes of this memorandum, the term 'premises of a producer' refers to premises, other than those described in the Public utilities memorandum under Section 2 of the Policy, at which any of the goods (including any constituents of such goods) or services used by the Insured are produced, assembled or stored. The term 'premises of a merchant' refers to premises to which the Insured provides goods or services.

## UNSPECIFIED SUPPLIERS' AND/OR CUSTOMERS' PREMISES (AUSTRALIA & NEW ZEALAND)

Loss resulting from interruption of or interference with the Business in consequence of Damage to property at the premises, anywhere in Australia or New Zealand, of any direct producer or direct merchant shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises.

The liability of the Insurer(s) under this memorandum, in respect of any one loss or series of losses arising out of any one event or occurrence at any one premises, shall be limited to the amount stated in the Sub-Limit of Liability noted in the Schedule against 'Unspecified Suppliers' and/or Customers' Premises (Australia & New Zealand)'.

For the purposes of this memorandum, the term 'premises of a producer' refers to premises, other than those described in the Public utilities memorandum under Section 2 of the Policy, at which any of the goods or services used directly by the Insured are produced, assembled or stored. The term 'premises of a merchant' refers to premises to which the Insured directly provides goods or services.

## ROYALTIES RECEIVABLE

Loss of royalties receivable in consequence of Damage to property at the specified premises anywhere in the world of any company, firm or person identified in the Schedule against 'Royalties Receivable' shall, subject to the Sub-Limit of Liability stated in the Schedule, be deemed to be loss resulting from Damage to property used by the Insured at the Premises.

## INTERDEPENDENCY – AUSTRALIA

Loss as insured by Section 2 of the Policy resulting from interruption of or interference with the Business in consequence of Damage to property not insured by Section 1 of the Policy and situated at any other premises in Australia owned and/or occupied and/or used by the Insured for the purpose of the Business or any other business shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises.

## **INFECTIOUS OR CONTAGIOUS DISEASES; VERMIN, PESTS OR DEFECTIVE SANITARY ARRANGEMENTS; FOOD OR DRINK POISONING; MURDER, SUICIDE**

Loss as insured by the Policy resulting from interruption of or interference with the Business arising from closure or evacuation of the whole or part of the Situation due to an order or direction made during the Period of Insurance by a government authority or official acting with legislative authority consequent upon:

- a) infectious or contagious disease manifested by any person whilst at the Situation;
- b) vermin or pests or defects in the drains or other sanitary arrangements at the Situation;
- c) injury, illness or disease directly caused by the consumption of food or drink provided on the Situation; or
- d) murder or suicide occurring in or at the Situation,

shall be deemed to be loss resulting from Damage to property used by the Insured at the Situation.

Provided that paragraph a) above will not indemnify loss resulting from interruption of or interference with the Business directly or indirectly caused by, contributed to by, resulting from, arising out of or otherwise in connection with:

- i. any highly pathogenic avian or animal influenza in humans;
- ii. rabies;
- iii. cholera;
- iv. any pandemic or epidemic as declared by the World Health Organization;
- v. any disease determined to be a 'listed human disease' under the Biosecurity Act 2015 (Cth) as amended from time to time or any disease that is determined, listed or otherwise specified in an equivalent manner under any legislation that either replaces the Biosecurity Act 2015 (Cth) or has an equivalent object or objects;
- vi. any fear or threat (whether actual or perceived) of the diseases, conditions or circumstances described above; or
- vii. any action taken by a competent public authority in controlling, preventing or suppressing the diseases, conditions or circumstances described above.

Indemnity under this memorandum, per event and in the annual aggregate, shall not exceed the Sub-Limit of Liability expressed in the Schedule.

## **TRADE EXHIBITIONS**

Loss as insured by Section 2 of the Policy resulting from interruption of or interference with the Business due to curtailment of any trade exhibition anywhere in the world in consequence of Damage thereto and/or to property exhibited therein by the Insured shall be deemed to be loss resulting from Damage to property used by the Insured at the Situation.

Provided that the liability of the Insurer(s) shall be limited to the Sub-Limit of Liability stated in the Schedule of the Policy against 'Trade Exhibitions' for any one loss or series of losses arising out of any one event or occurrence.

## **REDUCED MARGIN**

If, in consequence of Damage giving rise to a claim under this Policy, Turnover is maintained at a reduced Rate of Gross Profit, an equitable allowance shall be made for the loss of Gross Profit resulting from an increase in the ratio to Turnover of stock usage or purchases (adjusted for stock variations). No allowance shall be made for an increase in the ratio to Turnover of any other uninsured expenses.

## **COMPUTER**

This Policy extends to include loss (not otherwise recoverable) resulting from interruption of or interference with the Business occasioned by Damage to computer installations, including ancillary equipment and data processing media utilised by the Insured anywhere in Australia.

Where the insurance under this memorandum conflicts with any of the 'Electronic Data', 'Computer Systems, Data' and/or 'Computer Crime, Cyber Attack' exclusions, the foregoing exclusions shall take precedence over the said insurance provided under this memorandum.

## **SALVAGE SALE**

If, following Damage giving rise to a claim under this Policy, the Insured shall hold a salvage sale during the Indemnity Period:

- i. Clause a) of Item No. 1 contained under the Basis of Settlement heading of this Section shall, for the purpose of such claim, read as follows:
  - a) In respect of Reduction in Turnover:

The sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) shall, in consequence of the Damage, fall short of the Standard Turnover, from which shall be deducted the Gross Profit actually earned during the period of the salvage sale.

---

## Industrial Special Risks Mark IV Consolidated Insurance (continued)

ii. The definition of Shortage in Turnover shall, for the purpose of such claim, read as follows:

### Shortage in Turnover

The amount by which the Turnover during a period (less the Turnover for the period of the salvage sale) shall, in consequence of the Damage, fall short of the part of the Standard Turnover which relates to that period, from which shall be deducted the Pay-Roll paid out of the proceeds of the salvage sale.

## PREMISES IN THE VICINITY (PREVENTION OF ACCESS)

Loss as insured by this Policy resulting from interruption of or interference with the Business in consequence of Damage to property in the vicinity of the Premises caused by a peril, Damage as a result of which is insured under this Policy, which shall prevent or hinder the use thereof or access thereto, whether the Premises or property of the Insured therein shall be Damaged or not, shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises.

Loss as insured by this Policy resulting from interruption of or interference with the Business in consequence of Damage to property in the vicinity of and forming part of or contained in the complex of which the Premises forms part caused by a peril, Damage as a result of which is insured hereunder, which results in a cessation or diminution of trade due to temporary falling away of potential custom whether the Premises or property of the Insured therein shall be Damaged or not shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises.

The cover provided by this memorandum shall be subject to the Sub-Limit of Liability stated in the Schedule against 'Prevention of Access'.

## REGISTERED VEHICLES AND/OR TRAILERS

Notwithstanding the provisions of Property Exclusion 5, this Policy extends to include loss resulting from interruption of or interference with the Business occasioned by Damage to registered vehicles and/or trailers whilst such vehicles or trailers are at the Premises owned or occupied by the Insured; provided always that this Policy does not cover loss resulting from Damage to such vehicles and/or trailers whilst they are being used on any public highway or thoroughfare.

## Exclusions applicable to all sections

### PROPERTY EXCLUSIONS

This Policy does not cover Damage to the following property or loss under Section 2 resulting therefrom:

1. Property (except Money) whilst in transit other than during the incidental movement of such property within Situations occupied by the Insured. This Exclusion shall not apply during Temporary Removal of property (other than stock and/or merchandise), including unregistered motor vehicles other than where used as stock and/or merchandise of the Business, to any situation within the Commonwealth of Australia and whilst at such situation. Whilst such property is in transit (excluding loading, unloading and storage in transit), cover is limited to Damage caused by fire, lightning, explosion, earthquake, aircraft, riot, strikes, Malicious Damage and storm and/or tempest.

For the purposes of Property Exclusion 1, the term 'Temporary Removal' means removal for a particular purpose, other than insured property out on hire, with the intention that the property be returned to the place from which it has been removed when that purpose has been served.

Provided always that any claim arising out of Temporary Removal shall not exceed the Sub-Limit of Liability shown in the Schedule against 'Temporary Removal Exemption'.

2. Money:
  - a) whilst being carried by professional money carriers, professional carriers or common carriers which is insured by any person or entity other than the Insured except to the extent of any Damage in excess of the amount of that insurance. Provided that where in the ordinary course of business the Insured enters into an agreement with such carriers and such agreement provides that the Insured shall indemnify and/or hold harmless and/or release from liability such carriers in respect of Damage which may occur as a result of any event hereby insured against, this insurance shall operate as if this Property Exclusion 2 a) had been deleted.
  - b) stolen from an unlocked and unattended vehicle;
  - c) stolen from a safe or strongroom opened by a key or by use of details of a combination, either of which has been left at the Situation outside Business Hours, unless such key or combination details have been properly secured;
  - d) where the loss is not discovered within fifteen (15) working days of the event;
  - e) where the loss arises out of:
    - i. kidnapping;
    - ii. bomb threat;
    - iii. hoax;
    - iv. extortion,or an attempt of any of these.

---

## Industrial Special Risks Mark IV Consolidated Insurance (continued)

3. Jewellery, furs, bullion, precious metals or precious stones other than as stock and/or merchandise of the Business.
4. a) Any locomotive or rolling stock or Watercraft other than as stock or merchandise of the Business; provided always that no cover shall apply hereunder whilst any Watercraft is on water.  
b) Any aircraft (including its accessories and/or spare parts) other than as stock or merchandise of the Business; provided always that no cover shall apply hereunder for Damage sustained during taxiing, take-off, flight or landing.
5. Vehicles or trailers registered or licensed to travel on a public road, provided that this exclusion shall not apply to mobile plant and equipment (excluding cars, sedans, panel vans and trucks) not otherwise insured whilst on any Situation occupied or used by the Insured.
6. Livestock, animals, birds or fish (other than birds or fish used solely for decorative purposes and only in respect of Damage arising from fire only). But the liability of the Insurer(s) shall not exceed the Sub-Limit of Liability stated in the Schedule against 'Decorative Livestock (Fire Only)'.
7. Standing timber, growing crops and pastures.
8. Land, unmined or unrecovered oil, gas and mineral deposits, provided that this exclusion shall not apply to structural improvements on or in the land if such structural improvements are not otherwise excluded in this Policy.
9. Bridges, canals, roadways (other than driveways, vehicle parking or manoeuvring areas and other paved areas at the Situation) and tunnels, railway tracks (other than on the Situation occupied or used by the Insured), dams and reservoirs (other than tanks) and their contents.
10. Docks, wharves and piers not forming part of any building.
11. Mining property located beneath the surface of the ground unless otherwise expressly stated in this Policy.
12. Property during the course of, and as a result of, any treatment, manufacturing or assembly.
13. Property in the open air unless such property is designed to function without the protection of walls or roof caused by wind, rainwater or hail. Provided that the liability of the Insurer(s) for gates, fences, retaining walls, exterior awnings and blinds, shade cloths and shade sails shall be limited to the Sub-Limit of Liability stated in the Schedule of the Policy against 'Property In Open Air (Storm)' for any one loss or series of losses arising out of any one event or occurrence.
14. Property included in a project of construction, erection, alteration or addition, including the partial dismantlement of existing structures, where the total contract value of all work to be carried out at any one Situation during such activity exceeds 10% of the Limit of Liability or \$2,000,000, whichever is the lesser. Provided that this Exclusion 14 shall apply only to the works comprising such construction, erection, alteration or addition and not to any original or existing structures.
15. Empty premises upon which demolition work has commenced.
16. Oil and gas drilling and/or production rigs whilst offshore.
17. All Machinery (as defined in this exclusion), electronic data processing equipment or electronic control equipment occasioned by or happening through any mechanical, electrical, electro-mechanical, electronic or hydraulic malfunction, failure, derangement, breakdown or non-operation of whatsoever kind.  

Provided that Property Exclusion 17 shall not apply to any subsequent loss, destruction of or damage to such Machinery, electronic data processing equipment or electronic control equipment occasioned by or happening through any cause or event not otherwise excluded herein which results from any of the events referred to in this exclusion.

For the purpose of Property Exclusion 17, 'Machinery' means any apparatus whether or not functioning independently or as any component part of a collection of apparatus which generates, contains, controls, transmits, receives, transforms or utilises any form or source of energy or power.
18. Any boiler (other than a boiler used for domestic purposes), economiser or other pressure vessel, including pipes, valves and other apparatus thereof in respect of which a certificate is required to be issued under the terms of any statute or regulation occasioned by or arising from explosion, rupture, collapse, bursting, cracking or overheating thereof; provided that this exclusion shall be limited to the aforementioned items immediately affected and shall not extend to other property as a result of such loss or destruction or damage. This exclusion shall not apply to Section 2 as specifically stated therein.  

Provided that the Insurer(s) will indemnify the Insured for any Damage to the aforementioned items caused directly by any circumstances not excluded under Section 1 of this Policy, notwithstanding that these circumstances may in turn have been caused by any of the circumstances specified in this Property Exclusion 18.
19. Overhead transmission and distribution lines and their supporting structures other than those that extend from the public highway to the insured Situation and are the responsibility of the Insured. But this Exclusion 19 does not apply to the cover the Insured is entitled to under the Public utilities memorandum and/or any other contingent business interruption coverages referred to in Section 2.

## ELECTRONIC DATA EXCLUSION

Notwithstanding any provision to the contrary in the Policy or any endorsement thereto, it is understood and agreed as follows:

- a) This Policy does not insure:
  - i. total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data;
  - ii. error in creating, amending, entering, deleting or using Electronic Data, or
  - iii. total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.
- b) However, in the event that a Listed Peril (as defined in this clause) first causes any of the matters described in paragraph a) above, this Policy, subject to all its provisions, will insure:
  - i. Damage to Property Insured directly caused by such Listed Peril, and
  - ii. consequential loss as insured under Section 2 of this Policy.

For the purpose of this Electronic Data exclusion, Listed Peril means fire, explosion, lightning, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, Flood (not otherwise excluded), freezing, weight of snow, impact by aircraft or other aerial objects dropped therefrom, impact by any road vehicle or animal, bursting overflowing discharging or leaking of water tanks apparatus or pipes, or Theft of Electronic Data solely where such Theft is accompanied by Theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such Electronic Data.

- c) It is further understood and agreed that:
  - i. Perils Exclusion 7; or
  - ii. any terrorism exclusion in this Policy, including any endorsement thereto,prevail over this exclusion to the extent that any losses referred to in this exclusion directly result from any of the circumstances specified in Perils Exclusion 7 or an Act of Terrorism.

## Computer Systems and Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- a) This Policy does not insure any loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or otherwise in connection with:
  - i. any loss of, alteration of, or Damage to or a reduction in the functionality, availability or operation of a Computer System; or
  - ii. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data,unless subject to the provisions of paragraph b) below.
- b) Subject to the other terms, conditions and exclusions contained in this Policy, this Policy will cover physical loss of or physical damage to Property Insured or loss under Section 2 directly resulting therefrom where such Damage is directly occasioned by one or more of the perils otherwise covered under this Policy, even if such peril(s) may in turn have been caused by any of the circumstances referred to in this exclusion.

## PERILS EXCLUSIONS

The Insurer(s) shall not be liable under Sections 1 and/or 2 in respect of:

1. All actual or alleged losses, liabilities, damages, injuries, defence costs, cost or expense(s) directly or indirectly arising out of, contributed to by, caused by, resulting from, or otherwise in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power;
  - b) confiscation, nationalisation, requisition or destruction of or Damage to property by or under the order of any competent public authority, unless such order involves the demolition of property deemed unsafe following Damage by any peril not otherwise excluded by this Policy.
  - c) martial law;
  - d) any Act of Terrorism; or
  - e) any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to an Act of Terrorism.

Notwithstanding the provisions of Perils Exclusion 1 b) above the Insurer(s) shall be liable for Damage to, or the cost of removal of, sound property at the Situation for the purpose of preventing or diminishing imminent Damage by, or inhibiting the spread of, fire or any other peril insured against under this Policy;

---

## Industrial Special Risks Mark IV Consolidated Insurance (continued)

2. a) Damage to the Property Insured;  
b) any legal liability of whatsoever nature;  
directly or indirectly caused by or contributed to by or arising from:
- ionising radiations or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel;  
For the purpose of this exclusion only, 'combustion' shall include any self-sustaining process of nuclear fission.
  - nuclear weapons materials; or
  - biological weapons or substances or contamination resulting therefrom.
- This Perils Exclusion 2 does not apply to any radiations emitted by spectrometers, x-ray units, diathermy machines, equipment for radio and television broadcasting, telecommunications equipment, radar installations or industrial and commercial appliances used for sealing plastics or for welding, heating, drying or cooking.
3. Damage occasioned by or happening through:
- Flood; or
  - water from or action by the sea, tidal wave or high water.
- Provided that Perils Exclusions 3 a) and 3 b) shall not apply if Damage is caused by or arises out of an earthquake or seismological disturbance.
4. Damage occasioned by or happening through:
- moths, termites or other insects, vermin, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, dampness of atmosphere or other variations in temperature, evaporation, germs, disease, virus, bacteria or other contagion, inherent vice or latent defect, loss of weight, change in flavour texture or finish, smut or smoke from industrial operations (other than sudden and unforeseen Damage resulting therefrom);
  - wear and tear, fading, scratching or marring, gradual deterioration or developing flaws, normal upkeep or making good;
  - error or omission in design, plan or specification or failure of design;
  - normal settling, seepage, shrinkage or expansion in buildings or foundations, walls, pavements, roads and other structural improvements, creeping, heaving and vibration;
  - faulty materials or faulty workmanship.
- Provided that Exclusions 4 a) to e) shall not apply to subsequent Damage to the Property Insured occasioned by a peril (not otherwise excluded) resulting from any event or peril referred to in these exclusions.
5. Damage occasioned by or happening through:
- incorrect siting of buildings consequent upon:
    - error in architectural design or specification;
    - faulty workmanship; or
    - non-compliance by the Insured (or anyone acting on behalf of the Insured) with the necessary permits issued by Government, Public or Local Authorities;
  - demolitions ordered by Government or Public or Local Authorities due to failure on the part of the Insured or their agents to obtain the necessary permits required.
6. Damage occasioned by or happening through:
- Theft of property (other than Money in transit) in the open air (but not if that property is within the boundaries of the Insured's Situations, as specified on the Schedule provided that the Insurer(s) liability shall be limited to the Sub-Limit of Liability stated in the Schedule of the Policy against 'Theft of Property in Open Air' for any one loss or series of losses arising out of any one event or occurrence.);
  - unexplained or inventory shortage, disappearance resulting from clerical or accounting errors, shortage in the supply or delivery of materials to or from the Insured;
  - spontaneous combustion;
    - spontaneous fermentation or heating or any process involving the deliberate direct application of heat.
- Provided that Perils Exclusions 6 c) i. and 6 c) ii. shall be limited to the item or items immediately affected and shall not extend to other property Damaged as a result of such spontaneous combustion, fermentation or heating or process involving the direct application of heat.
7. Damage occasioned by or happening through:
- fraudulent or dishonest acts, fraudulent misappropriation, embezzlement, forgery, counterfeiting, data corruption, unauthorised amendment of data and erasure by electronic or non-electronic means involving the Property Insured by the Insured or any employee(s) of the Insured acting alone or in collusion with any other person(s).
- Provided that Exclusion 7 a) shall not apply to Theft consequent upon forcible and violent entry upon Situation or felonious concealment upon Situation committed by an employee of the Insured.

---

## Industrial Special Risks Mark IV Consolidated Insurance (continued)

- b) i. the cessation of work whether total or partial; or
- ii. the cessation, interruption or retarding of any process or operation,  
as a result of strikes, labour disturbances or locked out workers.

Provided that Exclusions 7 b) i. and 7 b) ii. shall not apply in respect of Damage directly caused by strikers, locked out workers or similar persons.

- c) erosion, subsidence (which shall mean the sinking of land to a level lower than normal), earth movement or collapse resulting therefrom. Provided that this Exclusion 7 c) shall not apply if Damage is caused by or arises out of an earthquake or seismological disturbance.
- d) kidnapping, bomb threat, threat of contamination, hoax, extortion or any attempt thereat. But this exclusion shall not apply to loss caused by hold-up and/or Theft or any attempt thereat.

Provided that Exclusions 7 a) to d) shall not apply to subsequent Damage to the Property Insured occasioned by a peril (not otherwise excluded) resulting from any event or peril referred to in these exclusions.

- 8. Damage occasioned by or happening through loss or interruption of supply of public utilities such as water, gas, electricity, fuel or telecommunications but this exclusion shall not apply if Damage arises directly from a cause not otherwise excluded.
- 9. Any legal liability of whatsoever nature other than as herein provided.
- 10. Consequential Loss. Without limiting the generality of the exclusion, this means the Insurer(s) shall not be liable for consequential loss due to loss of use or enjoyment, delay, lack of performance, loss of contract or depreciation in the value of land or stock, except as herein provided in Section 2.
- 11. Loss, Damage, cost or expense occasioned by or happening through voluntary parting with any Property Insured by the Insured or anyone else to whom such Property Insured is entrusted if induced to do so by any fraudulent scheme, trick, device or false pretence.
- 12. Damage occasioned by or happening through bushfire, Flood (if cover is provided) or Storm which occurs within seventy-two (72) hours of the commencement date of this Policy or any endorsement thereto. Endorsement includes, amongst other things, higher Declared Values, additional Situations or any variation(s) to the terms, Conditions and Limit(s) or Sub-Limit(s) of Liability of the Policy.

## GENERAL EXCLUSIONS

### Vermin or pests, toxic substances

This Policy does not cover any loss, Damage, cost or expense arising directly or indirectly from or in connection with action taken or failure to take action in controlling, preventing or suppressing or in any way responding to:

- a) any actual, allege, or threat, of vermin or pests whether at the insured Situation or not and whether formally declared or not regardless of any other cause or event contributing concurrently or in any other sequence to the loss, Damage, cost or expense, unless fire or explosion ensues, in which case this Policy covers loss, Damage, cost or expense arising from such fire or explosion.
- b) any release of toxic substances unless the release arises out of physical damage occurring at the Insured's Situation as a result of the following perils, but only to the extent that these perils are covered under this Policy: fire, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, Flood, freeze or weight of snow.

Nothing in this exclusion shall be construed to extend coverage under the Policy to any liability which would not have been covered in the absence of this exclusion.

### Sanctions

The Insurer(s) shall not be required to perform any transaction to pay any claim or provide any benefit hereunder to the extent that the execution of such transaction would contravene any sanction, prohibition or restriction applicable to the Insurer(s) under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, United States of America, European Union or United Kingdom. This exclusion shall not in any way impact or effect the Insurer(s) ongoing liability to pay such a claim or provide such benefit, if and when such sanction, prohibition or restriction is lifted and/or altered and the transaction may be performed without contravention of same.

### Computer Crime, Cyber Attack

The Insurer(s) shall not be liable in respect of any loss, Damage, cost, expense or liability of whatsoever nature directly or indirectly caused by or contributed to by or resulting from or arising out of or otherwise in connection with:

- a) Computer Crime; or
- b) Cyber Attack.

## Memoranda applicable to all sections

Except to the extent that this Policy is hereby modified under the following Memoranda the terms, Conditions, Exclusions, Memoranda, Warranties, limitations and other provisions contained in this Policy shall apply.

### AMOUNT OF POLICY NOT REDUCED BY LOSS

Unless the Insured requests otherwise the insurance under each section and/or item and/or Sub-Limit of Liability of this Policy and the Indemnity Period shall be automatically reinstated in the event of any loss in consideration of the payment by the Insured upon request by the Insurer(s) of a pro rata additional premium calculated on the amount of the loss settlement at the rate(s) agreed for the Period of Insurance and will be effective from the time that the Damaged property is reinstated or replaced or restored.

Provided that in respect of Damage by Theft or attempted Theft reinstatement will only apply subject to the Insured completing any improvements to the security precautions at the Situation(s) that the Insurer(s) may reasonably require and in any event reinstatement following Theft or attempted Theft will apply only once during each Period of Insurance.

### EVENT

Only for the purpose of the application of any Deductible: all Damage resulting from earthquake, volcanic eruption, subterranean fire, named cyclone, bushfire, Flood (not otherwise excluded) or atmospheric disturbance occurring during each period of 72 consecutive hours shall be considered as one event whether continuous or sporadic in its sweep and/or scope and whether the Damage was due to the same seismological or meteorological conditions. Each event shall be deemed to have commenced on the first happening of any such Damage not within the period of any previous event.

### SUBROGATION WAIVER

The Insurer(s) agree(s) to waive any rights and remedies or relief to which it/they may become entitled by subrogation against:

- a) any corporation or organisation (including its directors, officers, employees or servants) owned or controlled by any Insured named herein or subsidiary to any Insured named herein or any co-owner of the Property Insured hereunder; or
- b) any Insured named or described by this Policy (including its directors, officers, employees or servants).

Further, the Insured may, without prejudicing its position under this Policy:

- c) release any statutory, governmental, semi- governmental or municipal authority from any liability if required by any contract to do so;
- d) agree to enter into a contract for storage of goods or merchandise even if the terms of the contract include a disclaimer clause; and
- e) agree to enter into a lease for occupancy of any building or part of a building or a lease or hiring of property where the terms of the lease or hiring include a disclaimer clause in favour of the lessor or the owner.

### ADJUSTMENT OF PREMIUM

- a) The Premium shown is provisional and is calculated on the Declared Values of:
  - i. Property Insured;
  - ii. Gross Profit and Insured Pay-Roll/Gross Rentals/Gross Revenue (as applicable);on the day of commencement of each Period of Insurance.
- b) The Insured undertakes to declare to the Insurer(s) within a reasonable time after the day of expiry of the Period of Insurance:
  - i. the value of the Property Insured on the day of expiry of the Period of Insurance. For the purpose of this declaration, stock in trade and/or merchandise shall be taken at its average value during the Period of Insurance;
  - ii. the amount of the Gross Profit/Gross Rentals/Gross Revenue (as applicable) earned and Pay-Roll paid, in accordance with the cover afforded in the respective items of Section 2, in the course of the Business during the accounting period of 12 months most nearly concurrent with the Period of Insurance.
- c) The provisional premium shall be adjusted by payment to the Insurer(s) of an additional premium or by allowance to the Insured of a return premium, as the case may be, calculated at:
  - i. the agreed rate on fifty percent (50%) of the difference between property declared in accordance with clauses a) i. and b) i.;
  - ii. the full agreed rate hereunder on the difference between the amounts declared under clauses a) ii. and b) ii.
- d) It is agreed to make allowance for any abnormal fluctuation in values and to charge a premium commensurate with the risk; such premium to be agreed between the parties to this agreement.
- e) The Declared Values at the expiry of the Period of Insurance declared in accordance with this memorandum shall not be reduced as the result of loss, destruction or damage in respect of which a claim has been paid or is payable under this Policy.
- f) If any claim paid or payable under Section 1 and/or 2 of the Policy in respect of Damage occurring during the Period of Insurance is reduced due to underinsurance in accordance with the provisions of any average, underinsurance or co-insurance clause or clauses, the Insurer(s) shall waive any additional premium for that Period of Insurance, which would otherwise be payable in accordance with this memorandum.

---

## Industrial Special Risks Mark IV Consolidated Insurance (continued)

- g) The Insured shall also make declarations amount to the Insurer(s) under paragraph b) i. in respect of acquisitions of Property Insured, provided that no such declaration shall be required upon acquisition when the value of the acquisition does not exceed the amount stated in the Schedule against 'Declarations of Acquired Property'.

Notwithstanding the acceptance of a total variation in the Declared Values up to the amount stated in the Schedule of the Policy against 'Declarations of Acquired Property' under Sub-Limits of Liability of Combined Section 1 & Section 2, nothing here shall be construed as automatically noting or providing an increase in the Limit of Liability under the Policy.

## Conditions applicable to all sections

### 1. MISREPRESENTATION AND NON-DISCLOSURE

If the Insured:

- a) failed to disclose any matter which the Insured was under a duty to disclose to the Insurer(s); or
- b) made a misrepresentation to the Insurer(s) before this Policy was entered into;

and if the Insurer(s) would not have entered into this Policy for the same premium and on the same terms and Conditions expressed in this Policy but for the failure to disclose or the misrepresentation, then:

- i. the liability of the Insurer(s) in respect of any claim will be reduced to an amount to place the Insurer(s) in the same position in which the Insurer(s) would have been placed if such non-disclosure had not occurred or such misrepresentation had not been made; or
- ii. if the non-disclosure or misrepresentation was fraudulent, the Insurer(s) may avoid this Policy.

### 2. ALTERATION

Subject to Section 54 of the Insurance Contracts Act 1984 (Cth), the Insurer(s) shall not be liable for Damage to any Property Insured hereunder caused or contributed to by any alteration after the commencement of this Policy:

- a) by removal of such property from the Situation other than as provided under the terms of Property Exclusion 1;
- b) in the trade or processes of manufacture carried on at the Situation or whereby the nature of the occupation or other circumstances affecting the Situation and/or the Insured's property therein contained shall be changed in such a way as to increase the risk of Damage;
- c) whereby any premises containing any Property Insured hereunder shall become unoccupied, and so remain for a period of more than sixty (60) days; or
- d) whereby the Insured's interest ceases except by will or the operation of law.

Provided that any such alteration, upon coming to the knowledge of the Insured's officer responsible for insurance, shall be notified to the Insurer(s) as soon as reasonably practicable and, if agreed to by the Insurer(s) in writing, an appropriate additional premium paid if required.

Provided further that paragraphs a) and b) of this Condition 2 shall not apply if such alteration(s) are neither known to nor made by an officer of the Insured who is responsible for insurance.

### 3. SPRINKLER INSTALLATIONS

Applicable to owned Situations or installations for which the Insured is responsible.

The Insured warrants that in such of the Situations as are protected by an approved installation of automatic sprinklers, automatic external alarm signal and automatic alarm signal connected with a fire brigade station, in or on the Situation, due diligence shall be used so that the same shall at all times be maintained in good working order.

Where the sprinklered Situations are leased to a tenant and the lease provides that the tenant shall provide for maintenance of the installation, any failure so to do will not prejudice the rights of the Insured, provided that the Insured, upon becoming aware of the failure, shall either as soon as reasonably practicable provide for maintenance of the installation or give notice in writing to the Insurer(s) and agree to pay such reasonable additional premium as the Insurer(s) may require.

Where the Insured or a tenant responsible to provide for maintenance of the installation enters into an agreement for maintenance with a contractor and such agreement provides in substance that the Insured or tenant shall indemnify and/or hold harmless and/or release from liability the contractor in respect of Damage which may occur as a result of any peril insured against by this Policy, the insurance hereby shall not be prejudiced by the Insured or the said tenant agreeing to such provision.

The Insured's officer responsible for insurance shall, upon becoming aware of such agreement, inform the Insurer(s) as soon as reasonably practicable and a reasonable additional premium will be paid if required by the Insurer(s).

The Insured further warrants that provision will be made for the regular maintenance of the installation in accordance with Australian Standard AS1851 (Part 3—Automatic Sprinkler Installation) by the installing engineers or firm or, failing this, by a person or organisation who must be approved by the Insurer(s) to carry out such maintenance.

Notice of all alterations and additions to the automatic sprinkler installation shall be given by the Insured to the Insurer(s) as soon as reasonably practicable.

#### 4. CANCELLATION

- a) This Policy may be cancelled at any time at the request of the Insured (in writing), in which case the Insurer(s) will be entitled to a pro rata proportion of the premium, subject to any adjustment in accordance with the Adjustment of Premium Memorandum, for the time this Policy has been in force.
- b) The Insurer(s) may also cancel this Policy by giving the Insured written notice to that effect where:
- i. the Insured or any person who was at any time the Insured failed to comply with the duty of utmost good faith;
  - ii. the person who was the Insured at the time when this Policy was entered into failed to comply with the duty of disclosure;
  - iii. the person who was the Insured at the time when this Policy was entered into made a misrepresentation to the Insurer(s) during the negotiations for this Policy but before it was entered into;
  - iv. the Insured or any person who was at any time the Insured failed to comply with a provision of this Policy, including a provision with respect to the payment of the premium;
  - v. the Insured has made a fraudulent claim under this Policy or any other policy of insurance (whether with the Insurer(s) or some other insurer) that provided insurance cover during any part of the period during which this Policy provides insurance cover;
  - vi. the Insured failed to notify the Insurer(s) of any specific act or omission where such notification is required under the terms of this Policy; or
  - vii. the Insured acted in contravention of or omitted to act in compliance with any condition of this Policy which empowers the Insurer(s) to refuse to pay, or reduce its/their liability in respect of, a claim in the event of such contravention or omission.
- c) The Insurer(s) notice of cancellation takes effect at the earlier of the following times:
- i. The time when another policy of insurance between the Insured and the Insurer(s) or some other insurer, being a policy that is intended by the Insured to replace this Policy, is entered into; or
  - ii. 4:00pm on the thirtieth business day after the day on which notice was given to the Insured.

In the event that the Insurer(s) cancel(s) this Policy, the Insurer(s) will repay to the Insured a rateable proportion of the premium for the unexpired Period of Insurance from the date of cancellation.

#### 5. NOTIFICATION OF CLAIMS

On the happening of any Damage, the Insured shall forthwith give notice thereof in writing to the Insurer(s) and shall as soon as reasonably practicable deliver to the Insurer(s) a claim in writing containing as particular an account as may be reasonably practicable of the items of Damaged property and the amount of Damage having regard to their value at the time this occurred and of the amount of any claim under Section 2 of this Policy, together with details of any other insurances which may apply to the claim.

The Insured shall use due diligence and do and concur in doing all things reasonably practicable to minimise any interruption of or interference with the Business or to avoid or diminish the loss and shall also deliver to the Insurer(s) a statement in writing of any claim certified by the Insured's auditor, with all particulars and details reasonably practicable of the loss and shall produce and furnish all books of accounts and other business books, invoices, vouchers and all other documents, proofs, information, explanations and other evidence and facilities as may reasonably be required for investigation and verification of the claim together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the Insured has complied with the terms of this condition.

#### 6. FRAUD

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this Policy, or if any destruction or damage be occasioned by the wilful act or with the connivance of the Insured, the Insurer(s), without prejudice to any other right(s) the Insurer(s) might have under this Policy, shall be entitled to refuse to pay such claim.

#### 7. REINSTATEMENT

If the Insurer(s) elect(s) or become(s) bound to reinstate or replace any property, the Insured shall at the Insured's own expense, produce and deliver to the Insurer(s) all such plans, documents and information as the Insurer(s) may reasonably require. The Insurer(s) shall not be bound to reinstate exactly or completely, but only as circumstances permit with matching or like materials and in reasonably equivalent manner and shall not in any case be bound to expend more than the applicable Limit of Liability.

#### 8. INSURER(S) RIGHTS

On the happening of any Damage in respect of which a claim is or may be made under this Policy the Insurer(s) and every person authorised by the Insurer(s) may, without thereby admitting any liability, and without diminishing the right of the Insurer(s) to rely upon any Conditions of this Policy, enter, take or keep possession of any building or premises where the Damage has happened and may take possession of or require to be delivered to the Insurer(s) any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner. This condition shall be evidence of the leave and licence of the Insured to the Insurer(s) so to do. If the Insured or anyone acting on the Insured's behalf shall not comply with the requirements of the Insurer(s) or shall hinder or obstruct the Insurer(s) in doing any of the abovementioned acts, then all benefits under this Policy shall

be forfeited. The Insured shall not in any case be entitled to abandon any property to the Insurer(s) whether taken possession of by the Insurer(s) or not.

## **9. SUBROGATION**

- a) Any person claiming under this Policy shall, at the request and at the expense of the Insurer(s), do and concur in doing and permit to be done such acts and things as may be necessary or reasonably required by the Insurer(s) for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer(s) shall be or would become entitled or subrogated upon the Insurer(s) paying for or making good any Damage under this Policy or paying any amounts under Section 2 of this Policy.
- b) Recoveries, whether effected by the Insurer or the Insured, shall be applied, net of the expense of such recovery, first to the satisfaction of the Insured's loss in excess of the claim paid under this Policy (disregarding the amount of any Deductible applicable), secondly to the Insurer as reimbursement of the amount(s) paid in settlement of the Insured's claim and thirdly to the Insured in satisfaction of any Deductible amount applicable. Recovery from reinsurance shall not be deemed a recovery for the purpose of this paragraph b).

## **10. PRECAUTIONS TO PREVENT LOSS**

The Insured shall take all reasonable precautions to prevent loss, destruction or damage to the property insured by this Policy. Reasonable precautions include but are not limited to maintaining the property and grounds, taking appropriate security precautions, maintaining any fire prevention or security systems and adequately training staff in loss prevention.

## **11. INSURED'S ACTION AFTER THEFT OR MALICIOUS DAMAGE**

The Insured shall, upon becoming aware of any loss by Theft or of any Malicious Damage which may give rise to a claim under this Policy, take all reasonable and practicable steps to trace and recover any missing property and to discover by whom the property was stolen or Damaged, including reporting the matter to the police and any other responsible authority.

## **12. TERMINATION OF COVER UNDER SECTION 2**

Notwithstanding anything contained herein to the contrary, if during any period in respect of which this Policy is in force:

- a) the Insured permanently discontinues or ceases to carry on the Business or the Insured's proprietary interest in the Business ceases otherwise than by death; or
- b) the Insured (being a corporation) is placed in liquidation (or provisional liquidation), is placed under official management, is placed under the control of a receiver and/or manager, has control over its assets assumed by a receiver; or
- c) the Insured (being a natural person) becomes bankrupt;

then the insurance under Section 2 shall cease unless its continuance is admitted in writing by the Insurer(s). Such termination of cover shall not apply if any of the events stated in clauses a), b) or c) are caused by loss, insured by Section 2 of the Policy, resulting from interruption of or interference with the Business in consequence of Damage to property used by the Insured at the Situations.

In the event of the Indemnity Period having begun to run in respect of any claim relating to such Business or part thereof, the Indemnity Period shall thereupon be at an end, unless its continuance be admitted by memorandum signed for or on behalf of the Insurer(s).

## **13. OBSERVANCE OF TERMS AND CONDITIONS**

The due observance and fulfilment of these Conditions and the other terms of this Policy by the Insured, insofar as the same are capable of being construed as such, are conditions precedent to any liability of the Insurer(s) to make any payment under this Policy. A breach of this Condition may invalidate the claims to the extent that the Insurer(s) interests are prejudiced by such breach. Any breach of a condition without the knowledge or consent of the insurance officer of the Insured shall not prejudice or invalidate this insurance provided that due diligence is exercised at all times by the Insured.

## **14. PROGRESS PAYMENTS**

Provided that liability has been admitted, progress payments on account of any claim may be made to the Insured at such intervals and for such amounts as may be agreed upon production of a report by the loss adjuster (if appointed) provided such payment(s) shall be deducted from the amount finally determined upon adjustment of the claim.

## **15. JURISDICTION**

Any dispute arising from or under this Policy will be determined by Australian courts, and in accordance with the laws of the State or Territory of Australia in which the Policy was issued.

## **16. HEADINGS**

Headings have been included for ease of reference and it is understood and agreed that the terms and Conditions of this Policy are not to be construed or interpreted by reference to such headings.

## Optional covers

The Insured must apply to the Insurer(s) for these Optional covers and meet the Insurer(s) eligibility criteria before cover will be provided.

Where the Insurer(s) has/have agreed to issue the Insured with insurance for these Optional covers, the details will be recorded in the Schedule.

### GOLF CLUBS

On landscaping if the Business is shown on the Schedule as golf club:

Despite Property Exclusion 7, and subject to the terms, Conditions, Exclusions, Memoranda, Warranties, limitations and other provisions contained in this Policy, the Property Insured and Basis of Settlement i. of Section 1 are extended to include landscaping, which term includes trees, shrubs, plants and lawns. Coverage provided under this Optional cover will be limited to the course proper which is defined as the clubhouse including developed surrounds and the course to the extent of the mown fairways. This Optional cover will also insure You for Damage sustained to the course fairways, greens, tees, bunkers and playing surfaces but the Insurer(s) will not pay for either any pre-existing damage or the repair, reinstatement or replacement of sand to bunkers lost as a direct result of rainwater, or rainwater runoff. With respect to the course bunkers the Policy will exclude Damage to drainage systems. The Policy will also exclude the wash-out of sand, garden, mulch or bark, dirt or gravel pathways as a direct result of rainwater or rainwater runoff. The Policy does not extend to cover losses sustained as a direct result of casual water or water seepage from rainwater or rainwater runoff. The basis of settlement for trees and/or shrubs will be a similar or like tree or shrub but with a maximum height of 1.5 metres. However, this Optional cover does not insure You for Damage to broken branches, or trees of a diameter less than 300mm, unless otherwise agreed to in writing by the Insurer(s). It is agreed that the liability of the Insurer(s) shall not exceed the amount of the Sub-Limit of Liability stated in the Schedule of the Policy against 'Damage to Landscaping & Greens' for any one loss or series of losses arising out of any one event or occurrence.

### CHANGES IN A TEMPERATURE CONTROLLED ENVIRONMENT

Notwithstanding the provisions of Perils Exclusions 4 a) and 6 c), or Property Exclusion 12, and subject to the terms, Conditions, Exclusions, Memoranda, Warranties, limitations and other provisions contained in this Policy, the Policy extends to include Damage to stocks caused by or arising from changes in a temperature controlled environment where such change arises out of mechanical, hydraulic, electrical or electronic breakdown of the temperature controlling equipment for a period of not less than twelve (12) hours.

The liability of the Insurer(s) shall be limited to the Sub-Limit of Liability stated in the Schedule of the Policy against 'Changes in a Temperature Controlled Environment' for any one loss or series of losses arising out of any one event or occurrence at any one Situation.

### FUSION

Subject to the terms, Conditions, Exclusions, Memoranda, Warranties, limitations and other provisions contained in this Policy, the Policy extends to indemnify the Insured against Damage to any part or parts of the electrical, electro-mechanical and electronic machines, switchboards, installations or apparatus forming part of the Property Insured (excluding rectifiers, radio, television or amplifying equipment of any description) caused by the actual burning out of such part or parts by the electric current therein.

The Insurer(s) shall not be liable under this Optional cover for:

- a) loss of use, depreciation, wear and tear; or
- b) Damage to:
  - i. lighting or heating elements, fuses or protective devices;
  - ii. electrical contacts at which sparking or arcing occurs in ordinary working.

The liability of the Insurer(s) shall not exceed the Sub-Limit of Liability stated in the Schedule of the Policy against 'Fusion' for any one loss or series of losses arising out of any one event or occurrence at any one Situation.

### MACHINERY BREAKDOWN (DAMAGE AND EXPEDITING EXPENSES)

Property Exclusion 17 is deleted and, subject to the terms, Conditions, Exclusions, Memoranda, Warranties, limitations and other provisions contained in this Policy, the Policy extends to indemnify the Insured for Damage to Machinery occasioned by or happening through any mechanical, electrical, electromechanical, electronic or hydraulic malfunction, failure, derangement, breakdown or non-operation of any kind except as otherwise specifically excluded.

For the purpose of this Optional cover:

1. 'Machinery' means any apparatus, including electronic control equipment, whether functioning independently or as part of a collection of apparatus, which generates, contains, controls, transmits, receives, transforms or utilises any form or source of energy or power.
2. The following specific exclusions shall apply to this Optional cover and shall take precedence over the Exclusions applicable to all sections of the Policy:

---

## Industrial Special Risks Mark IV Consolidated Insurance (continued)

### Property exclusions

This Optional cover does not insure against Damage to the following property or loss under Section 2 resulting therefrom:

- a) any sewer piping, underground gas piping, piping forming part of any sprinkler system or water piping other than boiler feed water piping, boiler condensate return piping or water piping connecting to or used with an air conditioning system;
- b) any structure, foundation or setting (other than a bedplate) supporting or housing any Machinery, or the lining or fire wall of any unfired vessel;
- c) any vehicle or mobile equipment;
- d) any aircraft or floating vessel;
- e) any crane, hoist, power shovel, dragline or conveyor (but not any pressure vessel or electrical equipment used with such items of Machinery);
- f) any computer or electronic data processing equipment;
- g) any X-ray machine, spectrograph, gauges or other apparatus using radioactive materials, any radio or television apparatus;
- h) any penstock, draft tube or well casing;
- i) any steam or gas turbine-generator with a capacity exceeding 250 horsepower or equivalent;
- j) electrical wiring and fittings associated with lighting and power circuits.

### Perils exclusions

The Insurer(s) shall not be liable in respect of:

- a)
  - i. wear and tear and gradual deterioration (whether by wasting, grooving, rust, corrosion, erosion or otherwise) including the cost of maintenance work generally; or
  - ii. gradually developing flaws, deformation, distortion, cracks or partial fractures.

Provided that Perils Exclusions a) i. and a) ii. above shall be limited to the parts(s) of the Machinery immediately so affected and shall not apply to any other part(s) of the Machinery undergoing sudden and unforeseen Damage in consequence thereof.
- b) repair or renewal of non-metallic parts and expendable tools, blades, edges, moulds, dies, templates, screens, sieves, ropes, belts and like items subject to rapid wear and tear unless repair or renewal thereof is necessitated by the occurrence of Damage (as insured by this Optional cover) to any other part(s) of the Machinery.
- c) Damage:
  - i. arising from the intentional application of any tool or process to the Machinery during the course of repair, alteration, modification, maintenance or overhaul thereof;
  - ii. to the Machinery resulting from the imposition of abnormal conditions relating to testing or intentional overloading of or experiments with the Machinery, unless the Insurer(s) shall have agreed in writing to grant indemnity under this Optional cover whilst the Machinery is being operated under such conditions; or
  - iii. to the Machinery resulting from faults(s) or defect(s) therein known to the Insured or to responsible employees of the Insured but not disclosed to the Insurer(s) at the commencement of the Period of Insurance.
- d) consequential loss of any kind or description whatsoever. This means the Insurer(s) will not pay for consequential loss due to delay, lack of performance or loss of contract or any contractual fine or penalty due to late or non-performance of services by the Insured. This Perils Exclusion d) shall not apply to any loss as herein provided for in Section 2.

The insurance under this Optional cover includes expediting expenses, which shall mean:

- a) penalty rates for wages during overtime, shift, night, Sunday or holiday working;
- b) payment for carriage by express passenger, fast goods or other rail or road transport; and
- c) payment for carriage by air freight via licensed airline(s) operating a regular scheduled service but not by aircraft chartered for such carriage, unless agreed in writing with the Insurer(s).

The Insurer(s) liability for expediting expenses shall not exceed fifty percent (50%) of the normal cost of repair or replacement of the Damaged Machinery.

The liability of the Insurer(s) shall not exceed the Sub-Limit of Liability stated in the Schedule of the Policy against 'Machinery Breakdown (Physical Damage and Expediting Expenses)' for any one loss or series of losses arising out of any one event or occurrence at any one Situation.

## EDP BREAKDOWN

Despite Property Exclusion 17, and subject to the terms, Conditions, Exclusions, Memoranda, Warranties, limitations and other provisions contained in this Policy, Section 1 – Material loss or damage is extended to cover electronic data processing systems including peripheral and ancillary equipment and media against Damage whilst such property is within the precincts of the Situation and working or at rest or being dismantled, moved, reassembled or reinstated for the purpose of cleaning, adjustment, inspection, repair, overhaul, or relocation but only after successful commissioning thereof at the Situation.

---

## Industrial Special Risks Mark IV Consolidated Insurance (continued)

Where the insurance under this EDP breakdown Optional cover conflicts with any of the 'Electronic Data', 'Computer Systems, Data' and/or 'Computer Crime, Cyber Attack' exclusions, the foregoing exclusions shall take precedence over the said EDP breakdown Optional cover.

Provided that the liability of the Insurer(s) shall not exceed the amount of the Sub-Limit of Liability stated in the Schedule of the Policy against 'EDP Breakdown' for any one loss or series of losses arising out of any one event or occurrence at any one Situation.

### GENERAL PROPERTY COVER – AUSTRALIA

The Policy extends to cover Property Insured anywhere in Australia, subject to the terms, Conditions, Exclusions, Memoranda, Warranties, limitations and other provisions contained in this Policy.

For the purpose of this Optional cover, the following Exclusions applicable to all sections are deemed inoperative:

- Property Exclusions 1 and 13.

The liability of the Insurer(s) shall be limited to the Sub-Limit of Liability stated in the Schedule of the Policy against 'General Property Cover – Australia'.

### PROPERTY IN TRANSIT – AUSTRALIA

Subject to the terms, Conditions, Exclusions, Memoranda, Warranties, limitations and other provisions contained in this Policy, the Policy extends to cover Property Insured whilst in transit between a port or ports or a place or places in Australia (including whilst being loaded on to or unloaded from a conveying vessel, vehicle or aircraft).

For the purpose of this Optional cover the following Exclusions applicable to all sections are deemed inoperative:

- Property Exclusions 1 and 13.

This Optional cover also insures against general average and salvage charges (adjusted or determined according to the contract of affreightment and/or the governing law and practice) incurred to avoid or minimise loss insured hereunder.

The Insurer(s) shall not be liable under this Optional cover for:

- a) loss, Damage or expense caused by inherent vice or the nature of any Property Insured hereunder;
- b) ordinary leakage, ordinary loss in weight or volume of any Property Insured hereunder;
- c) loss, Damage or expense proximately caused by delay, except expenses payable in connection with general average and salvage charges;
- d) loss, Damage or expense arising from insolvency or financial default of the owners, managers, charterers or operators of any vessel; or
- e) loss, Damage or expense arising from:
  - i. unseaworthiness of a vessel or craft; or
  - ii. unfitness of a vessel, craft, conveyance, container or liftvan for the safe carriage of Property Insured hereunder, where the Insured or their servants are aware of the unseaworthiness or unfitness at the time the Property Insured is loaded therein.

Provided that the liability of the Insurer(s) shall not exceed the amount of the Sub-Limit of Liability stated in the Schedule of the Policy against 'Property In Transit – Australia' for any one loss or series of losses arising out of any one event or occurrence.

## Endorsements

The Schedule issued by the Insurer(s) which forms part of this Policy will record any special terms, limits, conditions, exclusions, or endorsements.



1300 650 540

[www.ansvar.com.au](http://www.ansvar.com.au)

Ansvar Insurance Limited, Level 5, 1 Southbank Blvd, Southbank, VIC, 3006

ABN 21 007 216 506 AFSL 237826

Proudly part of the **BENEFACT GROUP** 

# General Public & Product Liability Insurance

PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING

---

# Contents

<b>About Ansvar</b>	<b>3</b>		
<b>Insurance from one of Australia's specialist insurers</b>	<b>3</b>		
About Ansvar	3		
Giving back	3		
Our approach	3		
<b>About this Product Disclosure Statement (PDS) and Policy Wording</b>	<b>3</b>		
Contact us	3		
<b>Important information</b>	<b>4</b>		
Changes to the PDS	4		
Claims made	4		
Code of practice	4		
Cooling off period	4		
Costs	4		
Critical documents	5		
Engagement of third parties	5		
Goods and services tax (GST)	5		
Resolving complaints and disputes	5		
Retention of documents	5		
Significant features and benefits	6		
Terrorism	6		
Your duty of disclosure	6		
Your privacy	6		
<b>The Policy: General Public &amp; Products Liability Insurance</b>	<b>7</b>		
<b>The contract between you and Ansvar Insurance</b>	<b>7</b>		
<b>Definitions applicable to the policy</b>	<b>7</b>		
<b>Conditions applicable to the policy</b>	<b>11</b>		
Additional parties	11		
Adjustment of premium	11		
Defence costs	11		
Estate and legal representatives	12		
Excess	12		
Goods and Services Tax	12		
		Headings	12
		Governing law and jurisdiction	12
		Monthly instalments	12
		Non accumulation	12
		Precautions by you	12
		Sanctions	12
		Service of legal process	12
		Third party interests	13
		<b>Claims conditions applicable to this policy</b>	<b>13</b>
		Your responsibility when making a claim	13
		Letters of demand, other proceedings	13
		Settlement of claims	13
		Fraudulent claims	13
		<b>Coverage: General Public &amp; Products Liability Insurance</b>	<b>14</b>
		<b>Automatic Extensions</b>	<b>22</b>
		<b>Optional Extensions</b>	<b>23</b>

# About Ansvar

## Insurance from one of Australia's specialist insurers

General Public and Product Liability Insurance for your organisation from one of Australia's specialist insurers.

Our liability insurance policy has been specifically designed to protect your organisation against liability claims for personal injury and property damage.

### ABOUT ANSVAR

With 60 years of experience in the Australian insurance industry, Ansvar has become a leading specialist provider of insurance and risk management solutions for the Care Services, Community Services (Not for Profits), Education and Learning, Faith Communities, Arts, Culture and Heritage and Commercial Property Owner sectors.

A highly respected and ethical insurer, Ansvar is owned by the Benefact Group, a leading insurer of heritage, religious and charitable organisations in the UK. Established in 1887, the Benefact Group gives all available profits to good causes. In recent years, the Benefact Group has given €100m to good causes and has committed to giving back €250m to good causes by 2025, truly making a real difference to the world we live in.

### GIVING BACK

For over 25 years, Ansvar has played a small part in making a positive impact on the world through our Community Education Program (CEP). As part of our mission to give back to the community, Ansvar will continue to donate a percentage of our profits to organisations that provide valuable support to improve and enrich the lives of disadvantaged young Australians, so that they may contribute positively to the community in which they live.

Since starting in 1994, Ansvar's Community Education Program has provided a range of grants contributing over \$15 million to help fund over 100 different charities and not for profit organisations with a focus on supporting the education and life skill development needs of disadvantaged young Australians. Through a program focussed on Empowerment and Education and Outreach and Support, Ansvar has reached and made a genuine difference to the lives of thousands of young Australians in need.

### OUR APPROACH

As a sector specialist, Ansvar has developed a deep understanding of clients' needs, the risks and challenges they face and the complex environments in which they operate. We understand that fully protecting our clients requires a holistic approach and that being protected isn't simply about insuring

against events that might happen but where possible taking steps to prevent or minimise the impact of those events in the first place. Ansvar has a dedicated team of risk management specialists that can assist brokers and clients in assessing effectiveness of current approaches to risk management and guide opportunities for improvement.

With our sector expertise and knowledge combined with a flexible underwriting approach, Ansvar offers tailored insurance solutions to provide the right cover to suit the unique needs of clients within our core sectors. We believe however that the real moment of truth is in the way we respond to claims. Ansvar has a dedicated team of claims specialists focused on quickly solving the problems of our clients and going the extra mile to ensure the client is looked after in the best way possible. With a compassionate and strong ethical approach, our claims team is well experienced and knowledgeable in handling both sensitive and intricate claims.

## About this Product Disclosure Statement (PDS) and Policy Wording

This product disclosure statement (PDS) and policy wording contains two sections:

### 1. Important Information

Provides general information about your General Public and Product Liability Insurance policy.

### 2. The Contract between you and Ansvar Insurance

Details the terms and conditions of your General Public and Product Liability Insurance policy.

The financial product offered in the PDS is provided by Ansvar Insurance Limited.

The Table of Contents provides a summary of the content of the PDS. The purpose of this PDS is to assist you to understand your insurance policy and enable you to make an informed choice about your insurance requirements.

The General Public and Product Liability Insurance policy in conjunction with the Certificate of Insurance and any endorsements we issue upon acceptance of your proposal, provide a full description of the terms, conditions and limitations of the insurance cover.

You will need to read the entire PDS for a full understanding of these terms, conditions and limitations including the benefits, risks and information about how the insurance premium is calculated.

Please read this PDS before you apply for this insurance.

This PDS was prepared in April 2024.

## CONTACT US

Ansvar Insurance Limited (Ansvar Insurance), ABN 21 007 216 506 is the issuer of this insurance policy. The registered office is Level 5, 1 Southbank Boulevard, Southbank, Victoria. The Ansvar Insurance Australian Financial Services Licence number is 237826.

Call us on 1300 650 540, email us at [insure@ansvar.com.au](mailto:insure@ansvar.com.au) or visit us at [www.ansvar.com.au](http://www.ansvar.com.au)

# Important information

## CHANGES TO THE PDS

The information in this PDS and policy wording was current at the date of preparation. We may update some of the information in the PDS, that is not materially adverse to you from time to time, without needing to notify you. You can find out if we have updated the PDS and obtain a copy of any updated information by contact us on 1300 650 540 or visiting our website at [ansvar.com.au](http://ansvar.com.au). We will be pleased to provide you a free paper copy of any updates if you request them.

If it becomes necessary, we will issue a supplementary or replacement PDS.

## CLAIMS MADE

Automatic Extension 2 - Indemnifiable Fines and Penalties, Optional Extension 1 – Sexual Abuse and Optional Extension 3 - Retroactive Liability operate on a 'claims made' basis, which means that you are covered under these sections for:

- a) claims first made against you and notified to us during the period of insurance provided that you were not aware at any time prior to the start of the period of insurance of any fact, situation, event or circumstance which could lead to a claim being made against you; and
- b) claims first made against you after the period of insurance, provided that the facts that gave rise to the claim are facts you first became aware of during the period of insurance and you notified us in writing of those facts during the period of insurance.

The cover provided is in respect of claims arising out of acts, errors, failure to act, conduct, events or circumstances that occur after any retroactive date shown in the certificate of insurance and notified to us during the period of insurance.

After expiry of the policy and the extended notification period, no new claim can be made or circumstances notified under the policy even though the event giving rise to the claim may have occurred during the period of insurance, except where allowed by law.

## CODE OF PRACTICE

The General Insurance Code of Practice (the Code) was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

You can obtain information on the Code and how it assists you by contacting us on 1300 650 540.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Committee please go to the following website [insurancecode.org.au](http://insurancecode.org.au).

## COOLING OFF PERIOD

You have 21 days from the commencement date of this insurance policy to determine if the policy meets your needs. During this time, you may return the policy via your broker or directly to us via the email address or postal address shown under the 'Contact Us' section on page 3.

Any refund of premium may be reduced by the deduction of non-refundable tax or duty, and/or the deduction of reasonable administration costs.

No refund of premium is payable if you have made a claim or intend to claim under the policy.

You may also be able to cancel the policy after the cooling off period. Please refer to the terms of the policy relating to cancellation.

## COSTS

The premium payable by you for this insurance policy is shown in your certificate of insurance.

The premium payable will be determined considering factors such as those listed below.

Your premium may alter if you make changes to your insurance cover or your circumstances change during the period of insurance.

Premiums and fees are subject to Commonwealth and State taxes and levies which include Goods and Services Tax and Stamp Duty. All are shown in your certificate of insurance.

RELEVANT RATING FACTOR	FACTORS WHICH MAY INCREASE YOUR PREMIUM	FACTORS WHICH MAY DECREASE YOUR PREMIUM
Limit of liability	Higher limit of liability	Lower limit of liability
Excess	Low excess	High excess
Extent of activities	High number of hazardous activities	Low number of hazardous activities
Location of operations	Locations in other countries	Locations in Australia
Number of locations	The higher the number of locations	The lower the number of locations
Claims history	Adverse previous claims	Low number of previous claims
Size of Operation	High numbers of employees, members and volunteers within the organisation	Low numbers of employees, members and volunteers within the organisation

## Important Information (continued)

### COSTS (continued)

RELEVANT RATING FACTOR	FACTORS WHICH MAY INCREASE YOUR PREMIUM	FACTORS WHICH MAY DECREASE YOUR PREMIUM
Turnover	Higher turnover or income of your activities	Lower turnover or income of your activities
Use of sub-contractors	High usage of subcontractors	Low usage of subcontractors
No. of Years in Operation	New business venture with minimal history	Well established business <b>operations</b> with documented history

### CRITICAL DOCUMENTS

It is important to read/retain the following documents and keep them in a safe and convenient place:

- this document;
- your current certificate of insurance;
- any endorsements.

Remember to regularly review your insurance policy, particularly at renewal to ensure your insurance policy provides the cover that you currently need.

### ENGAGEMENT OF THIRD PARTIES

(Contractors/Subcontractors)

Where engaging third parties (contractors/subcontractors) to perform activities on your behalf, those third parties must carry their own insurance. As part of your risk management, we recommend you sight the certificate of currency as proof this cover is in place. A valid certificate of currency needs to display the Insurer's name, the Policy Number, the Period of Insurance and the Limit of Liability.

### GOODS AND SERVICES TAX (GST)

This insurance policy has provision for payment of Goods and Services Tax:

- by you in relation to premiums;
- by us in relation to claims.

### RESOLVING COMPLAINTS AND DISPUTES

Ansvar Insurance is committed to resolving any complaints in relation to our products, services or handling of personal information.

Our process has three key stages.

#### 1. Talk to us

Discuss your complaint with us by calling 1300 650 540 or sending an email outlining your concerns to [insure@ansvar.com.au](mailto:insure@ansvar.com.au) and one of our team members will assist you. We will acknowledge receipt of your complaint within one business day. The team member will refer you to a manager if they are unable to resolve the matter for you. If you are not satisfied with the response, please go to step 2.

#### 2. Contact our service centre

You may request a review of your complaint by our Dispute Resolution Committee.

Contact us on 1300 650 540, or by email: [insure@ansvar.com.au](mailto:insure@ansvar.com.au) or post: Ansva Disputes Resolution GPO Box 1655, Melbourne, Victoria 3001. Our service team will contact you if they require further information and they will provide you with an outcome within 30 calendar days of us receiving notice of the complaint. Please ensure you provide us with your preferred contact details.

#### 3. Refer for external dispute resolution

If we are unable to resolve your complaint you may seek advice from the Australian Financial Complaints Authority (AFCA).

Website: [afca.org.au](http://afca.org.au)  
Phone: 1800 931 678 (free call)

### RETENTION OF DOCUMENTS

**IMPORTANT:** a special note relating to record keeping.

Incidents which may be claimable under the policy sometimes only come to light after a long period of time, in some cases many years.

The long-term security of relevant documents including your Risk Management Procedures, any employment records and your Liability Insurance policy and endorsements and the certificate of Insurance can be of crucial importance should allegations arise in future years. All such documents should be securely retained for many years to ensure that they are available in the event of any allegations arising. (We recommend a period of 50 years).

The individuals mentioned in the documents should be notified that information about them may be held for a long period of time as part of a client protection risk management programme. This may be best handled by use of a general statement in employment contracts and your published customer information literature.

In addition, storage provisions for all such documents should be arranged in the event the organisation ceases operations. Generally acceptable methods of storage in these circumstances would be at the office of a solicitor, accountant or at a professional secure storage company.

## Important information (continued)

### SIGNIFICANT FEATURES AND BENEFITS

Cover is available under this insurance policy for events happening during the period of insurance, and on payment of the appropriate premiums and up to the limits of liability which are shown in the policy and the certificate of insurance and any endorsements we issue.

The cover provided under the policy is summarised below but it is a summary only of the type of cover available and does not form part of the terms of your insurance.

You need to read the full terms and conditions contained in this document to make sure this insurance matches your needs and expectations.

COVER AVAILABLE	SUMMARY OF COVER
General Public and Products Liability Insurance	<p>This <b>policy</b> covers <b>you</b> for <b>your</b> legal liability (including legal liability arising out of <b>your products</b>) to pay <b>compensation</b> for <b>property damage, personal injury</b> (occurring to a third party, other than an <b>employee</b>) or <b>advertising injury</b> caused by an <b>occurrence</b> happening in connection with <b>your operations</b> during the <b>period of insurance</b>.</p> <p>A number of optional extensions are also provided.</p>

### TERRORISM

This policy excludes cover as a result of terrorism.

In the event that bodily injury occurs and is linked to an event declared a terrorism incident by the responsible Government Minister, then you may be afforded protection within the limits of indemnity of this policy by virtue of the *Terrorism and Cyclone Insurance Act 2003* (Cth), including any subsequent amendment, re-enactment, replacement or successor legislation, and any regulations made there under.

A more detailed explanation of the operation of the *Terrorism and Cyclone Insurance Act 2003* (Cth) can be obtained at [www.arpc.gov.au](http://www.arpc.gov.au).

### YOUR DUTY OF DISCLOSURE

Before you enter into an insurance contract, you have a duty of disclosure under the *Insurance Contracts Act 1984*. If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until we agree to insure you.

You have the same duty to disclose these matters to us before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

#### If you do not tell us something

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

### YOUR PRIVACY

Ansvar places the highest priority on protecting the privacy of your personal information.

#### Why we collect personal information

The information we collect is used to assist us to provide our products and services, including to process and settle claims; to manage our relationship with you; and to meet our legislative obligations as an insurer.

If you do not provide the personal information we require, we may not be able to provide you with our products and services.

#### How we collect personal information

Information is generally collected from you or your insurance broker when you are applying for or enquiring about our insurance products, or when making a claim. We may also collect your personal information from people who are involved in a claim, or assist us in investigating or processing claims.

#### Who we disclose your personal information to

At times we rely on third party suppliers (agents, lawyers, other insurance companies, assessors, investigators, loss adjusters, market research and mailing houses) to perform specialised activities for us. Your personal information may be provided to them so that they can carry out their agreed activities. They are bound by confidentiality agreements and are prohibited from using the information for any other purpose. These service providers are aware of their obligations under the *Privacy Act 1988* (Cth) and the General Insurance Code of Practice.

We are unlikely to provide your personal information to overseas recipients.

# The Policy: General Public & Products Liability Insurance

## The contract between you and Ansvar Insurance

In consideration of payment of your premium, we will insure you under this policy, as shown in your certificate of insurance. Your insurance commences from the time we accept your proposal or variation and premium and concludes at 4.00pm local standard time on the dates shown in the certificate of insurance.

If the terms of this policy are not observed, cover may be reduced or cancelled to the extent that the non-compliance prejudices our interests.

## Definitions applicable to the policy

Certain words and phrases that appear in this **policy** in bold have special meanings as set out below.

Where used in this **policy**:

**Act of Parliament** shall mean any Act of the Parliament of the Commonwealth of Australia or of any State or Territories of Australia, including any subordinate or delegated legislation or regulation made under and any amendment, consolidation or re-enactment of any of those Acts.

**advertising injury** means:

- libel, slander, defamation; or
- infringement of any patent, copyright, title, logo, slogan, design, or trademark; or
- unfair competition, misappropriation of advertising ideas, passing off or style of doing business; or
- any breach of the misleading or deceptive conduct provisions of the *Competition and Consumer Act 2012* (Cth) or any Fair Trading or similar legislation; or
- invasion of privacy

committed or alleged to have been committed during the **period of insurance** in any advertisement, publicity, broadcast, telecast, electronic mail, internet, or exhibit and arising out of **your** advertising or promotional activities or any activities conducted on **your** behalf in the course of advertising or promoting **your products**, goods or services.

**aggregate limit of liability** means the amount shown in the **policy schedule** which is the maximum amount of **compensation we** will pay for all **occurrences** in any **period of insurance** or other period indicated.

**aircraft** means any vessel, craft or thing made or intended to fly, glide or move in or through the atmosphere or space, or over water, and includes hovercraft.

**asbestos** means asbestos, asbestos fibres or any derivatives of asbestos including any product containing any **asbestos**, asbestos fibres or any derivatives of asbestos.

**certificate of insurance** means the **certificate of insurance** attaching to this wording or any **certificate of insurance** subsequently issued during the **period of insurance**.

**claim** means any writ, summons, application, or other originating legal or written demand or arbitral proceedings, cross claim or counter-claim alleging any liability from an **occurrence** issued against and served upon **you** or any **official** who is entitled to indemnity under this **policy**.

**Client Protection Policy** means **your** written policy for the prevention, reporting and investigation of injury to **your** clients including **sexual abuse** in **your operations**.

**committee** means any committee established by **you**, for the internal running of **your operations**, including any auxiliary committee, foundation, trust (other than a superannuation trust), or fundraising committee, or disciplinary, examining or research body or committee, or sporting or social club committee.

**compensation** means monies paid or agreed to be paid (including damages) by judgment, award or settlement (including all legal costs and interest and all other costs, expenses and charges recoverable from **you**) for any **claims** covered by this **policy**.

**counselling services** means the giving or provision of counselling or advice, to a client in connection with **your operations**.

**defence costs** means all reasonable costs and expenses (other than regular or overtime wages, salaries or fees of any **official** or **employee**) incurred by **us** or by **you** with **our** prior written consent (such consent not to be unreasonably withheld), including costs incurred by **us** or by **you** for legal representation in defending, investigating, attending or monitoring any **claim** or proceedings, **official** investigations, examinations, inquiries and the like, or for any subsequent appeals, together with all reasonable costs of bringing such appeals.

**discrimination** means any actual or alleged breach of the *Age Discrimination Act 2004* (Cth) or any other State or Federal discrimination law.

**employee** means any person who is under a contract of service or apprenticeship:

- with **you**; or
- with another employer but seconded to work for **you**; or
- with **you** under a work experience scheme; or
- is deemed under workers **compensation** legislation to be in **your** employ.

---

## The Policy: General Public & Products Liability Insurance (continued)

**excess** means the amount **you** must contribute towards each and every **claim** under this **policy** and is shown in the **certificate of insurance** or any endorsement.

**foster care** shall mean 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.

**geographic limits** means anywhere in the World subject to exclusion 11.

**Infectious Diseases** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) The substance or agent includes but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, where deemed living or not and
- b) 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
- c) The disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

**limit of liability** means the amount shown in the **certificate of insurance** which is the maximum amount **we** will pay for any one **claim**.

**location(s)** means the place(s) where **you** carry out **your operations** as stated in the **certificate of insurance**.

**medical practitioner** means an individual who:

- is defined as a Medical Practitioner under the **National Law** or regulations made under the **National Law**; and
- is registered under the **National Law** to practice that profession.

**National Law** means the Health Practitioner Regulation National Law established under the *Health Practitioner Regulation National Law Act 2009* (as amended or replaced) or equivalent legislation enacted in any state or territory of Australia.

**occurrence** means an event or series of events, including continuous or repeated exposure to substantially the same general conditions, which results in **personal injury** or **property damage** or **advertising injury** neither expected nor intended from **your** standpoint. All **personal injury** or **property damage** attributable to one source or original cause shall be deemed to be the result of one **occurrence**. All **advertising injury** arising out of the same injurious material or act, regardless of the frequency or repetition thereof, the number and kind of media used or the number of claimants, shall be deemed to be the result of one **occurrence**.

**official** means any past, present or future director, trustee, office bearer, executive, **committee** member or manager of **yours** or other person elected by **you** to represent **your** organisation and act on behalf of **your** governing body in directing, managing or supervising **your operations**. **Official** does not include a liquidator, external auditor, receiver, receiver and manager, **official** manager, administrator, registrar, trustee or person administering a compromise or scheme of arrangement of the **operations** or any **employee** of such person.

**operations** means the **operations**, activities or services specified in the **certificate of insurance** and includes:

- the organisation by **you** of working bees;

- the provision by **you** or on **your** behalf of fire and security services maintained only for the protection of **your locations** and property belonging to **you** or for which **you** are responsible;
- the provision by **you** of catering and first aid services for **your officials, employees, volunteers, residents** in **your** care and/or visitors;
- any activities involving parents or **residents committees** and/or similar support groups for **your** benefit;
- the ownership and/or occupation of **location(s)** used solely in connection with the activities and services specified in the **certificate of insurance**;
- the repair or maintenance of commercial **location(s)** belonging to **you** or for which **you** are responsible;
- any incidental work undertaken for **your** benefit or the benefit of any organisation or entity specified in the definition of **you**, by **your employees, volunteers** or **officials**;
- any other activities or services **we** have specifically agreed in writing.

**Out-of-home-care (OoHC)** means a temporary, medium or long-term living arrangement for individuals 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 mean licensed residential aged care or retirement living facilities or licensed residential disability accommodation but strictly only in circumstances where staffed around the clock by multiple, professional, qualified carers operating on a 24/7 roster with an appropriate supervisory regime.

**penalty** shall mean any monetary sum payable by **you** and required by an order of a court of competent jurisdiction, to any regulatory authority pursuant to any **Act of Parliament** but excluding:

- any amounts payable as **compensation**;
- any compliance, remedial, reparation or restitution costs;
- any amounts payable for income tax, customs duties, excise duty, stamp duty, sales tax or any other State or Federal tax or duty;
- any exemplary or punitive damages;
- liabilities that are not insurable at law;
- any legal and other costs directly attributed to the penalties levied on **you**; and
- any consequential or economic loss.

**period of insurance** means the time and date cover under this **policy** starts to the time and date cover under this **policy** expires as shown in the **policy schedule**.

**personal injury** means:

- bodily injury (which expression includes death, disease or illness), disability, shock, fright, mental anguish or mental injury);
- assault or battery committed by **you** or at **your** direction but only when reasonably necessary for the purpose of preventing or eliminating danger to persons or property;
- the publication or utterance of defamatory or disparaging material, after the commencement of this **policy**;
- wrongful entry upon, wrongful eviction from or other invasion of right to private occupancy of property;
- invasion of privacy;

---

## The Policy: General Public & Products Liability Insurance (continued)

- false arrest, wrongful detention, false imprisonment, malicious prosecution or humiliation.

**policy** means this contract of insurance entered into between **you** and **us**.

**pollutants** means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant of any type whatsoever including but not limited to smoke, vapour, soot, acids, alkalis, chemicals, fumes, radioactivity from nuclear material or any other toxic or harmful waste (waste includes material to be recycled, reconditioned or reclaimed).

**product(s)** means anything (after it has ceased to be in **your** physical custody or control) which is or is deemed by law to have been manufactured, constructed, grown, extracted, produced, processed, assembled, altered, imported or exported, sold, supplied, distributed, installed, erected, serviced, repaired, or treated by **you** in the course of **your operations** (including **your** predecessors in the **operations** for which **you** are responsible) and includes:

- the labels, packaging and containers of any product;
- the design, formula or specification of any product;
- directions, markings, instructions, warnings or advice given or omitted to be given in connection with any product.

**property damage** means:

- physical loss of or damage to tangible property including loss of use resulting therefrom;
- loss of use of tangible property which has not been damaged or destroyed where such loss of use is caused by an **occurrence** not excluded by the **policy**, happening during the **period of insurance**.

**registered health professional** means a person who:

- a) is defined as a **registered health professional** under the **National Law** or regulations made under **National Law**; and
- b) is registered under **National Law** to practice that profession.

**senior counsel** means a barrister in active practice who is entitled to use the post-nominals K.C. or S.C. in any one or more superior courts in Australia or New Zealand.

**sexual abuse** means any assault or abuse of a sexual nature, sexual molestation, indecent exposure, sexual harassment or intimidation, whether such act is the subject of criminal investigation or not.

**subsidiary** means any organisation or other incorporated entity which by law is either directly or indirectly under **your** control and over which **you** exercise active management and whose accounts are consolidated with **your** accounts in accordance with the relevant accounting standard.

**terrorism act** means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division of that nation, or in pursuit of political, religious, ideological, ethnic or similar purposes or reasons to intimidate the public or a section of the public of any nation, by any person or groups of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto, and which:

- involves force or violence against one or more persons, or threat thereof; or
- involves **damage to property** or injuries to persons; or
- endangers life of persons other than that of the person committing the action; or
- creates a risk to health or safety of the public or a section of the public; or
- is designed to interfere with or disrupt an electronic or **computer system**.

**tool of trade** means in the case of a **vehicle** fitted with an item of mechanical, hydraulic and/or pneumatic plant, use of the plant for the purpose for which the item was designed, devised or constructed and not being use of the **vehicle** solely as a mode of conveyance.

**vehicle** means any type of machine on wheels or on self-laid tracks including trains made or intended to be propelled other than by manual or animal power and any trailer intended to be drawn by such machine. **Vehicle** does not mean mowers, garden implements and mobility aids.

**volunteer** means any person who is engaged by **you** to work or to provide services to **you** or on **your** behalf for **your** benefit in the carrying out of **your operations** and who receives no remuneration or **compensation** in money or any other benefit for carrying out their duties for **you**.

**watercraft** means any vessel, craft or thing made or intended to float on or in or travel on or through water.

**we, us, our** means Ansvr Insurance Limited ABN 21 007 216 506 AFS Licence No 237826.

**wrongful act** means any actual or alleged breach of duty, breach of trust, neglect, error, misstatement, misleading statement, failure to act, breach of warranty of authority or other act wrongly committed or attempted by **you** in the discharge of **your** duties or any liability asserted against **you** while acting in the course of **your** duties in **your** individual or collective capacities.

**you, your, yours** means:

1. the persons, entities or organisations named as the insured in the **certificate of insurance**
2. all **subsidiaries** of the insured designated in 1, both existing at the commencement date of the **period of insurance** and disclosed to **us** at the time of entering into the **policy**;
3. any new **subsidiary** of the insured designated in 1 above acquired or created by **you** during the **period of insurance** through consolidation, merger or purchase of its assets or shares or in respect of which **you** assume effective control during the **period of insurance** provided:
  - 3.1 such company, organisation or entity is carrying on substantially the same **operations** as the insured designated in 1 above;
  - 3.2 such acquisition or assumption of control increasing the assets under management of the insured designated in 1 above by more than 10% is reported to **us** within 90 days after it is effected; and
  - 3.3 **we** confirm continuation of cover for such new **subsidiary** company, organisation or entity by endorsement of this **policy**.

---

## The Policy: General Public & Products Liability Insurance (continued)

4. the **officials, employees** and **volunteers** of the insured designated in 1, 2 or 3 above but only whilst acting within the scope of their duties in such capacity;
5. any **official, member** or **volunteer** of:
  - 5.1 social and sporting clubs;
  - 5.2 canteen and welfare organisations;
  - 5.3 first aid, fire and security services;
  - 5.4 **residents** associations; or
  - 5.5 **committee**,  
which is incidental to **your operations**, formed with the consent of and operating under the control and supervision of the insured designated in 1, 2 or 3 above but only whilst such **official, member** or **volunteer** is performing duties or activities in connection with such clubs, organisations, services, **committees** or associations.
6. every principal in respect of the liability of such principal arising out of the performance of the insured designated in 1, 2, or 3 of this clause of any contract or agreement for the performance of work for such principal, but limited to the scope of the work required by the contract or agreement and subject always to the extent of coverage as provided by this **policy**.
7. any **permanent resident** of an aged care facility owned or managed by an insured designated in 1,2 or 3 above, but only if they do not have a separate insurance **policy** covering their liability for any **personal injury** or **property damage** caused by them other than fire **damage** to the aged care facilities.
8. the **committee** and **members** for the time being of an unincorporated association named in the **certificate of insurance**.

## Conditions applicable to the policy

The following conditions apply to this **policy**.

### ADDITIONAL PARTIES

Where this **policy** insures more than one party, legal entity or person, it shall apply to each party in the same manner as if a separate **policy** had been issued to each of them, provided that, in so doing, **our limit of liability** or the sum insured shown in the **certificate of insurance** in respect of any one event or **claim** (and any **aggregate limit of liability** that may be applicable) for the **period of insurance** shall not be increased.

Any:

- failure by one party to comply with the duty of disclosure under Section 21 of the *Insurance Contracts Act 1984* (Cth), which is set out in the Product Disclosure Statement; or
- failure by one party to comply with any obligation under this **policy**; or
- misrepresentation by one party to **us** before this **policy** commences; or
- dishonest, fraudulent, criminal or malicious conduct by one party,

shall not prejudice the right of the remaining party or parties to indemnity under this **policy** provided that such remaining party or parties did not have prior knowledge of any such failure, non-compliance, misrepresentation and/or conduct and shall, as soon as practicable after becoming aware of any such failure, non-compliance, misrepresentation and/or conduct advise **us** in writing of all relevant circumstances.

**We** agree to waive all rights of subrogation or action which **we** may be entitled to against any party to whom cover under this **policy** extends.

### ADJUSTMENT OF PREMIUM

Where cover under any section of this **policy** is arranged on an adjustable basis, **you** must keep accurate records and make declarations to **us** so that the necessary adjustment of premium may be applied, subject to **us** retaining **our** minimum premium.

### ALLOCATION OF COSTS

In the event of a **liability claim** for which the **limit of liability** under this **policy** is insufficient or which is only partly covered by this **policy**, **we** will use **our** best efforts to ensure a fair and proper allocation of the **claim** and **defence costs** between insured and uninsured portions.

### AUTHORISATION CLAUSE

The person(s) authorised to accept this **policy** of insurance on behalf of **you** and **your officials** and other persons or entities insured by this **policy**, agrees to act on their behalf with respect to the giving and receiving of any notice of cancellation, the payment of premiums, the receiving of any return premiums that may become due and the acceptance of endorsements or other notices.

### CANCELLATION

**You** may cancel this **policy** at any time by notifying **us** in writing. **You** may be required to pay a cancellation fee if **you** cancel this **policy** mid-term, unless cancellation occurs within 21 days of its commencement.

**We** can cancel this **policy** in accordance with the *Insurance Contracts Act 1984* (Cth). **We** will be entitled to retain premium for the period during which this **policy** has been in force.

**We** may also retain any government taxes or duties **we** cannot recover.

In the event that **you** have made a **claim** under this **policy** and **we** have paid or agreed to pay any part of the **claim** under this **policy**, no premium will be refunded.

### CHANGES

**You** must tell **us** as soon as reasonably practicable of **you** becoming aware of any changes to **your operations** or **products** which significantly or materially affect the risk insured by this **policy** (including the unoccupancy of any building used in connection with **your operations** for more than 60 consecutive days).

**We** will advise **you** in writing if **we** agree to accept the material changes based on **our** business guidelines and **you** must agree to pay any additional premium **we** may require.

If **you** do not tell **us** of any material changes, or if **we** do not agree to accept the material changes, or if **you** do not pay **us** any additional premium **we** require, then in all such cases, **we** will not be liable to indemnify **you** for any liability to pay **compensation**, caused by or contributed to by the material changes.

### DEFENCE COSTS

**We** agree that in relation to any **claim** for which indemnity may be available under this **policy**,

- where indemnity has been confirmed in writing by **us**, based on **our** assessment of the **claim** or the findings from an independent review **we** may reasonably require, **we** will meet the **defence costs** as they are incurred;
- where indemnity has been confirmed in writing by **us**, **we** after taking into consideration **your** interest and preference, retain the right to take over and conduct the defence and settlement of the **claim**;
- where **we** have not confirmed indemnity and **we** elect to take over and conduct the defence or settlement of any **claim** while reserving **our** rights on indemnity under this **policy**, **we** will pay reasonable **defence costs** to which **we** have consented as they are incurred;
- where **we** have not confirmed indemnity and **we** elect not to take over conduct of the defence or settlement of any **claim**, **we** will pay reasonable **defence costs** which have been incurred at **our** direction.

Provided always that advancement of **defence costs** is at **our** discretion after taking into consideration **your** interest and preference, and

- in the event that the **claim** is withdrawn or that indemnity under this **policy** is subsequently withdrawn or denied, **we** shall cease to advance **defence costs**; and
- **we** reserve the right to recover any **defence costs** paid by **us** under this **policy** from **you** or the insured person severally according to the respective interests, in the event and to

---

## The Policy: General Public & Products Liability Insurance (continued)

the extent that it is subsequently established by judgment or other final adjudication, that there was no entitlement to indemnity under this **policy**.

### ESTATE AND LEGAL REPRESENTATIVES

This **policy** will provide cover for the estate or legal representatives of any natural person insured under this **policy** in the event of their death or legal incapacity, to the extent to which such person would have been entitled to indemnity under this **policy** had such death or legal incapacity not occurred and provided always that such estate and legal representatives shall observe and be subject to all the terms of this **policy** so far as they can apply.

### EXCESS

The **excess** payable by **you** in respect of each and every **claim** under this **policy** is shown in the **certificate of insurance** or any endorsement. The **excess** is the amount payable by **you** towards the cost of any covered **claim** for indemnity under this **policy**. It does not form part of any **limit of liability**.

The **excess** also applies to any amount expended by **us** for **defence costs**.

Additional **excesses** may be payable for the following types of **claims** as detailed in the **certificate of insurance**

- **personal injury claims** for contractors/subcontractors
- **personal injury claims** for **volunteers**
- others as applied by **us**.

### GOODS AND SERVICES TAX

**You** must inform **us** of the extent to which **you** are entitled to an Input Tax Credit (ITC) for the premium each time that a **claim** is made under this **policy**. No payment will be made to **you** for any GST liability that **you** may acquire on the settlement of a **claim** if **you** have not informed **us** of **your** entitlement or correct entitlement to an ITC.

Notwithstanding anything contained in this **policy**, **our** liability in respect of a **claim** under this **policy** will be calculated taking into account any Input Tax Credit (ITC) to which **you** are entitled for any acquisition relevant to a **claim**, or to which **you** would have been entitled if **you** were to have made the relevant acquisition.

If the **limit of liability** is not sufficient to cover **your** loss, **we** will only pay GST (less any relevant ITC) that relates to **our** proportion of **your** loss. **We** will pay the GST amount in addition to the **limit of liability**, sub **limit of liability** or any sum insured.

For the purposes of this General condition, 'GST', 'ITC', 'acquisition' and 'supply' have the meaning given in the A New Tax System (Goods and Services Tax) Act (as amended or replaced).

### HEADINGS

In this **policy**, unless the context otherwise requires, headings are merely descriptive and not to aid interpretation.

### GOVERNING LAW AND JURISDICTION

This **policy** shall be governed by and construed in accordance with the laws of Australia and the State or Territory where the **policy** was issued. Any dispute shall be resolved in accordance with the laws of Australia.

### MONTHLY INSTALMENTS

**You** may pay **your** premium by monthly instalments direct from a financial institution or from **your** credit card. **You** should note that this may incur an additional cost. However, if any monthly instalment is dishonoured by **your** financial institution this **policy** may not operate. **We** may refuse to pay a **claim** in whole or in part if, at the date of a loss or **claim**, any monthly instalment has remained unpaid for at least 14 days, unless **we** have agreed otherwise in writing.

If **we** settle **your claim** by paying the full **limit of liability** of this **policy**, **we** will deduct any outstanding instalments from the amount **we** pay on **your** behalf.

Should the financial institution holding **your** account return or dishonour a direct debit payment due to lack of funds in **your** account, **we** will charge **you** for any direct or indirect costs which **we** incur arising from the payment being returned or dishonoured.

### NON ACCUMULATION

Where a party insured under this **policy** is also entitled to indemnity under another insurance **policy** issued by **us**, the respective limits of liability of the **policies** shall not be increased by virtue of the existence of such other insurances and, in the event of a **claim** arising, **our** maximum **limit of liability** shall be equivalent to the highest **limit of liability** under the respective **policies**.

### PRECAUTIONS BY YOU

**You** are required to take reasonable and practicable:

- a) measures to ensure that **your location**(s), not being used or occupied for extended periods of time, are maintained in a reasonable condition of upkeep;
- b) precautions to prevent **loss, damage** or injury to **third parties**;
- c) measures to comply with all statutory obligations, regulations and safety requirements imposed by any authority;
- d) actions at **your** own expense to trace, recall or modify any of **your products** containing any defect or efficiency of which **you** have knowledge or have reason to suspect, including any such **products** subject to government or statutory ban.

### SANCTIONS

**We** shall not be deemed to provide cover or 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 **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, European Union, United Kingdom or United States of America.

### SERVICE OF LEGAL PROCESS

**You** may effect service of any legal process on **us** in connection with this **policy** by delivering that process by hand or by post to the address for service stated in the **certificate of insurance** and such service shall be deemed to be personal service upon **us**.

## THIRD PARTY INTERESTS

**You** cannot transfer interests in this **policy** without **our** written consent.

All persons entitled to any benefit under this **policy** are bound by the terms of this **policy**.

**We** insure those interests **you** notify to **us** when **we** issue cover or which are notified to **us** during the currency of this **policy** and which **we** agree to insure or which are imposed by law.

## Claims conditions applicable to this policy

The following conditions (**claims** conditions) apply to all sections of this **policy**.

## YOUR RESPONSIBILITY WHEN MAKING A CLAIM

Following any event which results in **personal injury**, **property damage** or **advertising injury**, and which may or is likely to give rise to a **claim** under this **policy**, it is **your** responsibility to advise **us** by telephone, email, internet, letter or in person as soon as reasonably possible and promptly provide any information **we** request.

A **claim** form may be sent to **you** to provide the information **we** may require. **You** must complete and return this form as soon as reasonably practicable. Alternatively, **we** may appoint a loss adjuster, lawyer or investigator to make enquiries on **our** behalf and **you** must provide reasonable cooperation with any such appointee.

## LETTERS OF DEMAND, OTHER PROCEEDINGS

**You** must as soon as reasonably practicable:

- a) forward to **us** every letter of demand, writ, summons, or legal process of any description upon receipt or service thereof; and
- b) inform **us** in writing of any prosecution, inquest or fatal accident inquiry of which **you** are given notice.

**You** are required at **your** expense:

- to take all reasonable steps to prevent or minimise any **personal injury**, **property damage**, or **advertising injury** or any other liability to pay **compensation** covered by this **policy** and to prevent further **claims** arising out of the same or similar conditions;
- to use **your** reasonable endeavours to preserve and make available for **our** testing and inspection any of **your property**, **products**, appliances, plant, machines, equipment, computers, files, notes, memoranda, or other **documents** or any other things which might prove necessary or useful by way of evidence in any way connected with any **claim**; and
- so far as may be reasonably practicable, with due regard to safety, to permit no alteration or repair to any **building**, fencing, machinery, furnishings, fittings, appliances or plant without **our** consent. Such consent shall not be unreasonably withheld.

In the event of a dispute between **us** and **you**, or between **us** and any **official** about whether legal proceedings should be contested, a **senior counsel** (mutually agreed upon by **us** and **you** or the **official** or, in default of such agreement, selected by the chairperson or president of the local Bar Council) will be retained to advise on whether such proceedings should be contested. In formulating his or her advice, **senior counsel** shall take into consideration the economics of the matter, having regard to the damages and costs which are likely to be recovered by the plaintiff, the likely **defence costs** and the prospects of **you** or the **official** successfully defending the action.

The costs of such **senior counsel**'s opinion shall, for the purpose of this section, be regarded as part of the **defence costs**. In the event that counsel advises that, having regard to all the circumstances, the matter should not be contested but settled within certain limits which, in **senior counsel**'s opinion, are reasonable, then **you** or the **official** shall not object to any such settlement and shall co-operate with **us** to effect such settlement in accordance with this **policy**.

## SETTLEMENT OF CLAIMS

**We** may take legal action in **your** name against any person, other than any person entitled to cover under this **policy**, to recover any payment which **we** have made or may make to **you** or on **your** behalf under this **policy** whether or not **we** have fully indemnified **you** for the loss or damage which gave rise to the **claim**. **We** will be entitled to conduct and settle any **claim** brought in **your** name. **You** must give **us** all information and assistance that **we** may require in conducting or settling any such **claim**.

**We** shall be entitled to attend any inquest or fatal accident inquiry in respect of which there may arise any **claim** under this **policy**.

If **you** refuse to consent to any settlement recommended by **us** and elect to contest or continue any legal proceedings in connection therewith, **our** liability for the **claim** shall not exceed the amount for which the **claim** could have been settled, less the applicable **excess**, plus costs and expenses incurred with **our** prior consent up to the date of such refusal.

If at the time any **claim** arises under this **policy**, there is other insurance in force covering the same liability, **you** must promptly notify **us** of the full details of such other insurance, including the identity of the insurer and the **policy** number, and such further information as **we** may reasonably require.

## FRAUDULENT CLAIMS

As a protection for all insurance policyholders, **we** reserve the right to take legal action against any person who makes a fraudulent **claim**.

# Coverage: General Public & Products Liability Insurance

## WHAT IS COVERED

We will cover you against your legal liability to pay compensation in respect of:

1. **personal injury**; and/or
2. **property damage**; and/or
3. **advertising injury**,

happening within the **geographic limits** and caused by an **occurrence** in connection with **your operations** or **your products** during the **period of insurance**.

The costs of any first aid rendered to persons who suffer **personal injury**, at the time of an **occurrence** will also be covered.

## WHAT IS NOT COVERED

We will not cover you under this policy, including under any Automatic Extension or Optional Extension, for any liability to pay compensation directly or indirectly caused by or contributed to by or resulting from or arising out of or in connection with:

### 1. Aircraft

- 1.1 the ownership, possession, manufacture, maintenance, repair, operation or use by **you** of any **aircraft**;
- 1.2 the operation of any **aircraft** landing pad or strip, airfield or airport;
- 1.3 the use of **your products** with **your** knowledge:
  - 1.3.1 as **aircraft** component parts used for maintaining an **aircraft** in flight or moving upon the ground;
  - 1.3.2 for incorporation into the hull, controls or machinery of any **aircraft**;
- 1.4 the fuelling or refuelling of any **aircraft** by **you** or on **your** behalf.

### 2. Advertising Injury

**advertising injury** caused by or resulting from:

- 2.1 any statements or publication, including those which are defamatory or malicious, made by **you** or at **your** direction with knowledge of the falsity thereof;
- 2.2 any mistake in the advertised price of **your products** or services;
- 2.3 any failure of **your products** or services to conform with advertised or represented performance, quality, fitness or durability;
- 2.4 any incorrect description of **your products** or services;
- 2.5 any deliberate breach of copyright, infringement of any trademark, service mark, or trade name on any of **your products** or services, including any passing off of **your products** or services as those of a third party;
- 2.6 any conduct, activity or failure to act by any insured organisation or entity whose principal business is advertising, broadcasting, publishing or telecasting;
- 2.7 any breach of contract, but this exclusion shall not apply to misappropriation of advertising ideas under an implied contractual term.

### 3. Asbestos

**asbestos** in whatever form or quantity but this exclusion shall not apply to any **claim** for **personal injury** or **property damage** which is unrelated to the inherently hazardous nature of **asbestos**.

WHAT IS NOT COVERED (continued)

We will not cover you under this policy for any liability to pay compensation directly or indirectly caused by or contributed to by or resulting from or arising out or in connection with:

**4. Building Demolitions or Construction Work**

demolition or construction work (including additions or alterations to or erection of buildings), except demolition, construction, alterations and additions not exceeding 12 metres in height and/or not exceeding \$500,000 or any other such amount specified in the *policy schedule* for the total cost of the job or project.

**5. Contractual Liability**

- 5.1 any liability or obligation assumed by **you** under any contract, warranty or agreement unless such liability or obligation;
  - a) would have attached to **you** in the absence of such contract, warranty or agreement;
  - b) arises under any written rental, lease or hiring agreements of real or personal property, other than with respect to any term or condition contained in such rental, lease or hiring agreement that requires **you** to insure such property;
  - c) arises under a warranty of fitness of **your products** implied by law;
  - d) arises under any written contract with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, water, sewerage reticulation control systems, waste disposal facilities, telephone and communication services or other essential services, except those contracts in connection with work done for such authorities or entities;
  - e) arises under any contract, warranty or agreement to indemnify or not to seek contribution, recovery or indemnity from a Statutory Authority, Government Agency or Government Department, provided the agreement relates to the provision of goods, services, facilities and/or funding relating to **your operations**;
- 5.2 any liability or obligation assumed by **you** under any contract, warranty or agreement to indemnify or not to seek contribution, recovery or indemnity from a Statutory Authority, Government Agency or Government Department irrespective of any negligent acts, negligent failure to act or negligent defaults of the third party except where cover is provided under Optional Extension 4 of this *policy* and **you** paid any additional premium;
- 5.3 any liability or obligation assumed by **you** under any other contract, warranty or agreement not mentioned in 5.1e above unless specified in the *certificate of insurance* as having been agreed by **us**.

**6. Employer's Liability and Employment Practices**

- 6.1 any **personal injury** to any **employee** in respect of which **you**, or any other entity that falls within the definition of **you**, are or would be entitled to indemnity under any *policy* of insurance, fund, scheme or self-insurance pursuant to or required by any legislation relating to workers **compensation** or accident **compensation** whether or not such *policy*, fund, scheme or self-insurance has been effected;
- 6.2 any liability imposed by the provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award or agreement or determination or contract of employment or workplace agreement;
- 6.3 any mental anguish suffered by any **employee** arising out of or in the course of his/her employment by **you**;
- 6.4 any **personal injury** arising out of the harassment, libel, slander, defamation or humiliation of, victimisation of, or **discrimination** against, any **employee** whilst in **your** employment;
- 6.5 the hiring, promotion, alleged wrongful or unfair dismissal, misleading representation, or advertising, demotion of, or **discrimination** against an **employee**.

**7. Exclusion for Foster Care and Other Out-of-home Care Programs**

Physical or **sexual abuse** or general neglect or denial of opportunity regarding the physical, emotional, mental and educational development of any person in **your foster care** or other **out-of-home-care** programs by whatever name they may be known.

**8. Exports to and Goods Manufactured in the United States of America and/or Canada your products if they are:**

- 8.1 manufactured, constructed, installed, erected, assembled, maintained, amended, enhanced, altered or otherwise processed, serviced, repaired or treated by **you** in the United States of America and/or Canada; or
  - 8.2 sold, supplied or distributed in the United States of America and/or Canada;
- provided that exclusion 8.2 shall not apply to any **claims** in connection with **your products** exported to the United States of America and/or Canada without **your** knowledge.

WHAT IS NOT COVERED (continued)

We will not cover you under this policy for any liability to pay compensation directly or indirectly caused by or contributed to by or resulting from or arising out of or in connection with:

**9. Faulty Workmanship**

- 9.1 the performing, completing, correcting, modification, repairing, re-doing, replacing, reinstallation or improving of any work or service undertaken by **you** or on **your** behalf. This exclusion shall not apply to liability to pay **compensation** for damage to other property resulting from such work or service;
- 9.2 the adjustment, disposal, repair, reconditioning, removal or replacement of **your products** or in making any refund on the price paid for any of **your products**.

**10. Fines and Penalties**

any fines, penalties, punitive, exemplary, aggravated, liquidated or multiplication of compensatory damages, taxes, levies, imposts or duties imposed by a court of law or under any statute, regulation or other legislation except to the extent that cover is provided under Automatic Extension 2 of this **policy**.

**11. Geographic Limits**

- 11.1 any **claim** made and/or legal action or proceeding instituted within the United States of America and/or Canada or any other territory coming within the jurisdiction of the courts of the United States of America and/or Canada;
- 11.2 any **claim** made and/or legal action or proceeding to which the laws of the United States of America and/or Canada apply;
- 11.3 any **claim** made and/or legal action or proceeding instigated within any country, state or territory outside Australia that require insurance to be arranged or secured with an insurer or organisation licensed in that country, state or territory to grant such insurance.

Provided that exclusion 11.1 and 11.2 shall not apply to any **claim(s)** in connection with **your products** exported to the United States of America and/or Canada without **your** knowledge.

Provided that these exclusions 11.1, 11.2 and 11.3 shall not apply to such **claim** and/or legal action or proceeding arising from the temporary presence outside Australia of any person who is not performing any manual or supervisory work whatsoever whilst in the United States of America and/or Canada or any other territory coming within the jurisdiction of the courts of the United States of America and/or Canada.

**12. High Risk Activities**

any of **your operations** or any other activities organised by **you** which involve any of the following: motor races, motor rallies, motor speed tests, motocross, trail bikes, dune buggies, quad bikes, go karts, mountain biking, horse / pony riding, canyoning, caving, rifle/firearms, paintball, skirmish and other forms of shooting, hang gliding, parachuting, para gliding, hot air ballooning, aerial activities, white water canoeing/kayaking/ rafting (above class 2 rapids), water sports with power boards or water skiing, scuba diving, vertical and horizontal bungee jumping, gladiator games, abseiling, rock climbing, high ropes courses, trapeze, zip-lines, rock walls, martial arts, boxing, amusement arcades, parks or rides, commercial fairgrounds, bouncy/jumping castles and/or use of any other inflatable device, trampolining, fireworks or fire walking.

Provided that this exclusion 12 shall not apply to such of the above activities that **we** have agreed by endorsement to this **policy** to cover subject always to the terms and conditions of the endorsement and the terms, conditions and exclusions of this **policy** and to the **limit of liability** specified in the **certificate of insurance**.

**13. High Hazard Products**

any of **your products** that are:

- 13.1 veterinary **products** which are required to be prescribed and administered by a qualified veterinarian;
- 13.2 fire works, ammunition, fuses, cartridges, gun powder, nitroglycerin or any explosives other than the sale or supply of fertiliser, fuel, or ammonium nitrate provided it is incidental to **your** main operation;
- 13.3 medicines which are required to be prescribed by a registered **medical practitioner**;
- 13.4 herbicides, insecticides, defoliant or stock feed;
- 13.5 tobacco;
- 13.6 blood and/or blood components as defined within the *Therapeutic Goods Act 1989* (Cth);
- 13.7 second-hand electrical goods unless appropriately tested and certified as complying with any applicable legislation, regulations or standards.

WHAT IS NOT COVERED (continued)

We will not cover **you** under this **policy** for any liability to pay **compensation** directly or indirectly caused by or contributed to by or resulting from or arising out of or in connection with:

**14. High Hazard Operations**

any of **your operations** that involve:

- 14.1 the manufacture, storage, filling, breaking down or transport of fireworks, ammunition, fuses, cartridges, gun
- 14.2 powder, nitroglycerine or any explosives unless purely incidental to **your main operations**;
- 14.3 the manufacture, storage, filling, breaking down or transport of gases and/or air under pressure in containers, other than the storage and transport of:
  - butane or other cooking gases when contained in low pressure containers; and
  - medical gases used in health care facilities or by organizations that provide assisted living care subject to the storage and transport of medical gases being compliant with Australian safety standards.
- 14.4 the manufacture, importing or exporting of **vehicles**.

**15. Information Technology, Electronic Data and Cyber Exclusion**

- 15.1 **your** use or design of **computer systems** or programs but this exclusion shall not apply to liability to pay **compensation** arising out of:
  - a. **your** normal everyday use of the internet for email, intranet and associated activity;
  - b. any material on **your** website in support of **your products** or services;
- 15.2 any damage to any **computer system, electronic data**, programs or storage media involving the use or provision by **you** or on **your** behalf of:
  - i. any computer hardware or software;
  - ii. any computer or telecommunications services;
- 15.3 any computer hardware or software of any third party, whether authorised or unauthorised, including any damage caused by any computer virus.
- 15.4 any unauthorised, malicious or criminal act which results in the access to or disclosure of any individual person's or organisations confidential or personal information, including any trade secrets, processing methods, customer lists or information, financial information, credit card information, health, medical or clinical information or any other type of information that is not publicly available;
- 15.5 any partial or total unavailability, threat or hoax thereof, corruption, error or omission, loss of use or misuse of, failure, destruction, theft or inability to access, process, use or operate any **computer system** or **electronic data**;

Provided that this exclusion shall not apply to **bodily injury** or **damage to property** arising out of the circumstances described in 15.4 and 15.5 above.

For the purposes of this exclusion only:

- a) **computer system** means any computer, hardware, software, communication system, electronic device (including but not limited to, any smart phone, laptop, tablet or wearable device), firmware, server, cloud and the data stored thereon, as well as associated input, output or data storage devices, networking equipment of back up facility.
- b) **electronic data** means facts, concepts, information, code or any other information of any kind that is recorded, converted or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.
- c) **bodily injury** means death, physical bodily injury, sickness or disease sustained by a person. **Bodily Injury** does not include mental impairment, mental injury, mental anguish, mental illness, shock, fright, loss of consortium, humiliation, **discrimination**, defamation or any injury arising out of invasion of privacy or breach of confidentiality.
- d) **damage to property** means loss of, physical damage to or destruction of tangible property including the loss of use resulting therefrom. Tangible property does not include **electronic data**.

WHAT IS NOT COVERED (continued)

We will not cover you under this policy for any liability to pay compensation directly or indirectly caused by or contributed to by or resulting from or arising out of or in connection with:

**16. Infectious Diseases**

- 16.1 Highly pathogenic avian influenza in humans; or
  - 16.2 Any disease(s) determined to be a listed human disease pursuant to subsection 42(1) of the *Biosecurity Act 2015* (Cth), or any subsequent amendment, replacement or successor legislation of the Commonwealth of Australia, including delegated legislation; or
  - 16.3 Any pandemic or epidemic, as declared as such by the World Health Organisation; or
  - 16.4 Any mutation of the diseases described in 16.1 to 16.3 inclusive.
- Including any fear or threat thereof (whether actual or perceived) or action taken by a competent public authority in controlling, preventing or suppressing such disease.

**17. Intentional Acts, Improper Benefit**

- 17.1 any intentional or wilful act or failure to act, or any fraudulent or dishonest act by **you, your officials, employees and volunteers** except as where specifically provided for; or
  - 17.2 any **official** having improperly benefited from **securities** transactions as a result of information that was not available to other sellers and/or purchasers of such **securities**; or
  - 17.3 any **official** having gained any personal advantage to which he/she was not legally entitled;
- provided this exclusion shall only apply to the extent that the **officials** relevant conduct has been established by a judgment or other final adjudication, and the act was conducted with **your** knowledge, approval and consent.

**18. Loss of Use**

Loss of use of tangible property which has not been physically damaged or destroyed resulting from:

- 18.1 a delay in or lack of performance by **you** or on **your** behalf of any contract or agreement;
- 18.2 the failure of **your products** to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by **you**;

provided that this exclusion 18.2 shall not apply to the loss of use of other tangible property resulting from the sudden, unexpected and unintended physical damage to or destruction of **your products** after such **products** have been put to use by any person or organisation other than **you**.

**19. Nuclear**

- 19.1 ionising radiations or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel. For the purposes of this exclusion only, combustion shall include any self-sustaining process of nuclear fission;
- 19.2 nuclear weapons materials.

**20. Pollution**

- 20.1 the discharge, dispersal, release, seepage, migration or escape of **pollutants** into or upon land, the atmosphere, or any water course or body of water;
- 20.2 the removal, nullification or cleaning up of **pollutants**;
- 20.3 the prevention of the escape of **pollutants**.

provided that these exclusions shall not apply to liability to pay **compensation** which arises from a sudden, identifiable, unintended and unexpected event referred to in 20.1, 20.2 or 20.3 which takes place in its entirety at a specific time and place within one **period of insurance** outside the United States of America and/or Canada.

**21. Product Defect**

**property damage** to **your products** if the damage is directly or indirectly caused by or contributed to by or resulting from or arising out of or in connection with:

- 21.1 any defect contained within **your products**;
- 21.2 **your products**' harmful nature or unsuitability for intended purpose;
- 21.3 **your products**' inherent ineffectiveness;

provided that this Exclusion shall not apply to any resultant damage to third party goods caused by **your products** that are found to be defective, harmful, unsuitable or ineffective.

WHAT IS NOT COVERED (continued)

We will not cover you under this policy for any liability to pay compensation directly or indirectly caused by or contributed to by or resulting from or arising out of or in connection with:

**22. Product Recall**

the withdrawal, recall, inspection, repair, replacement or loss of use of **your products** or any property of which they form a part, if such **products** or property are withdrawn from the market or from use because of any known or suspected defect, deficiency, inadequacy or dangerous conditions in them.

**23. Professional Liability**

the rendering of or failure to render professional advice or service by **you** or on **your** behalf or any error or failure to act connected therewith;

Provided that this exclusion shall not apply to:

- a) first aid services provided in connection with **your operations**, by any person employed by **you**, not being a **registered health professional** or **medical practitioner**; or
- b) the extent that cover is provided under Automatic Extension 1 Counselling Services of this **policy**.

**24. Property in Physical or Legal Control**

any **property damage** to:

- 24.1 property owned by **you**;
- 24.2 property undergoing any process or being worked on by **you**; or;
- 24.3 property in **your** physical or legal control.

Provided that this exclusion shall not apply to **property damage** to:

- a) leased or rented **location(s)** (including fixtures and fittings) not owned by **you**;
- b) **location(s)** at which **you** are undertaking work in connection with **your operations** and the content of such **location(s)** which are in **your** physical or legal control;
- c) **vehicles** (including spare parts and accessories thereon) not belonging to or used by **you** in connection with **your operations** whilst within a car park belonging to or under **your** control, provided the car park is not used for any commercially operated carpark where a fee is charged or motor trade purposes;
- d) property belonging to any persons authorised to be on **your location(s)** for the **limit of liability** as specified in **your certificate of insurance**;
- e) any other property not mentioned in clauses a. to d. above which is in **your** physical or legal control and in which case **our limit of liability** for any one **claim** arising from any one **occurrence** and in the aggregate for all such **claims** in any one **period of insurance** will be limited to \$250,000 or any other such amount specified in **your certificate of insurance**.

**25. Public Demonstrations, Rallies or Protests**

**property damage** and/or **personal injury** caused by participants in any public demonstration, rally, riot, strike, civil commotion or protest organised or attended by **you**.

**26. Sexual Abuse**

any actual or alleged **sexual abuse**, except where cover is provided under Optional Extension 1 of this **policy** and **you** have paid the required additional premium.

**27. Specific Medical/Dental Procedures**

- 27.1 the performance of any tracheostomy, provided this exclusion shall not apply to the activities associated with tracheostomy care;
- 27.2 the provision of general anaesthesia;
- 27.3 the performance or recommendation of any operation to produce sterility, unless pathologically indicated;
- 27.4 the use of drugs for weight reduction; or
- 27.5 the performance by dentists and dental surgeons of any procedure carried out under general anaesthetic.

**28. Terrorism**

means any **terrorism act**, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or any action taken in controlling, preventing, suppressing, retaliating against, responding to or any way relating to a terrorism act.

WHAT IS NOT COVERED (continued)

We will not cover you under this policy for any liability to pay compensation directly or indirectly caused by or contributed to by or resulting from or arising out of or in connection with:

**29. Vehicles**

the ownership, possession, maintenance, operation or use by **you** of any **vehicle**:

29.1 which is registered or required to be registered by virtue of any legislation (whether or not such registration has been effected or renewed); or

29.2 in respect of which compulsory statutory liability or accident **compensation** indemnity insurance is required by virtue of any legislation (whether or not such insurance has been effected or renewed or its terms and conditions complied with);

provided always that these exclusions shall not apply to:

- a) liability for **personal injury** where such compulsory statutory liability or accident **compensation** indemnity insurance scheme:
  - i. does not indemnify **you** for such liability;
  - ii. does not provide indemnity for such liability for reasons that do not involve a breach by **you** of the relevant legislation or **your** failure to lodge a **claim** against the particular scheme;
- b) liability arising out of the loading or unloading of goods to or from a **vehicle**;
- c) use of a **vehicle** as a tool of trade;
- d) liability which attaches to **you** by reason of the operation or use of a **vehicle** belonging to **you** by any person without **your** consent and for which **you** have no indemnity under any other **policy** of insurance;
- e) for **property damage** arising out of the movement by **you** of any **vehicle** not belonging to **you** which is interfering with access to or from **your location** or any site where **you** are carrying out work.

**30. Watercraft**

the ownership, possession, manufacture, maintenance, repair, operation or use by **you** of any **watercraft**, other than **your** liability arising out of the use of:

30.1 **watercraft** operated and owned by others and used by **you** for business entertainment; and

30.2 yachts, pleasure-craft and non-motorised **watercraft** provided they do not carry passengers for hire or reward.

**31. War, Confiscation**

31.1 war, civil war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), mutiny, rebellion, revolution, insurrection, uprising, military or usurped power;

31.2 confiscation, lawful seizure, nationalisation, requisition of, or damage to, property by or under the order of any public or local authority or government de jure or de facto, martial law.

## HOW MUCH WE WILL PAY

### Limit of Liability

Except where **we** agree otherwise in writing, the cover **we** provide under this **policy** shall not exceed the applicable **limit of liability** shown in the **policy** or in the **certificate of insurance** any endorsement for any one **occurrence**.

For legal liability arising out of **your products**, Automatic Extensions and Optional Extensions, the maximum **we** will pay in respect of any one **claim** or series of **claims** arising out of any one **occurrence** and in the aggregate for all such **claims** during any one **period of insurance** is the **limit of liability** specified in the **policy** or in the **certificate of insurance**.

### Additional Payments

**We** will make the following additional payments in addition to the **limit of liability** or any sub **limit of liability** applicable under this **policy**:

1. All reasonable **defence costs** incurred with **our** prior consent even if any of the allegations of such **claim** or suit is groundless, false or fraudulent. Such costs may include but are not limited to:
  - 1.1. the legal costs incurred by **you** with **our** consent for representation at any Coronal Inquiry, any proceedings in any court or tribunal, any Royal Commission or Government Inquiry arising out of any alleged breach of statutory duty, or other similar judicial inquiry into circumstances relating to any **occurrence, claim** or potential **claim** which would be the subject of indemnity under this insurance.
  - 1.2. loss of salaries or wages net of taxable income because of **your** attendance at hearings or trials at **our** request, subject to such loss not be recoverable from any other source.
2. All expenses incurred by **you** for emergency first aid rendered to third parties at the time of an **occurrence** covered by this **policy**.
3. The expenses incurred by **you** associated with purchasing and/or hiring and/or erection and dismantling of hoarding, barriers, fences and any other form of temporary protection, including such protection which **you** must provide in compliance with the requirements of any Government, Local Government or other Statutory Authority required to avoid further injury or damage as a result of an **occurrence** covered by this **policy**.

Provided always that:

- where the amount required to settle a **claim** exceeds the **limit of liability** or applicable sub **limit of liability, our** liability to make the Additional payments will be limited to that proportion of the Additional payments as the **limit of liability** or sub **limit of liability** bears to the amount required to settle the **claim**;
- the additional payments made in connection with **claims** and/or actions instituted against **you** in the United States of America and/or Canada or to which the laws of the United States of America and/or Canada apply will form part of the **limit of liability** or applicable sub **limit of liability** and will not be additional to the **limit of liability** or applicable sub **limit of liability**.

# Automatic Extensions

## WHAT IS COVERED

### 1. Counselling Services

**Your** legal liability to pay **compensation** in respect of **personal injury** caused by any act, error or failure to act committed or alleged to have been committed during the **period of insurance** by anyone appointed or authorised by **you** to provide **counselling services** in connection with **your operations**.

This extension covers any persons appointed or authorised by **you** to provide counselling services separately in the same manner and to like extent as though cover under this extension had been issued in their separate names but subject always to the terms and conditions of this **policy** and **our** sub **limit of liability** not being increased.

For the purposes of this extension:

- 1.1 all causally connected or interrelated acts, errors or failure to act shall jointly constitute a single act, error or failure to act;
- 1.2 where a single act, error or failure to act gives rise to more than one **claim**, all such **claims** shall **claims** shall jointly constitute one **claim**.

NOTE: It is a condition of the cover under this extension that **you** must take all reasonable care and diligence in the selection, appointment and supervision of persons undertaking counselling services on **your** behalf.

### 2. Indemnifiable Fines and Penalties

Notwithstanding 'What is not covered 8. Fines and penalties' and on the basis that **you** do not have a Directors and Officers, Management Liability or similar contract of insurance, **we** will indemnify **you** against any penalty insurable at law and payable by **you** upon conviction for an offence under the Education and Care Services National Regulations (2011) arising from criminal proceedings:

- first brought against **you** during the **period of insurance**; and
- notified to **us** during the **period of insurance**; and
- which arises from a wrongful act committed or alleged to have been committed by **you**.

## WHAT IS NOT COVERED

**We** will not:

- pay more than \$1,000,000 (including **defence costs**) or any other such amount specified in the **certificate of insurance** for any one **claim** and in the aggregate for all **claims** in any one **period of insurance**;
- cover liability to pay **compensation** for any **claim** that is insured under any other insurance **policy** except in **excess** of the **limit of liability** under such **policy**.

**We** will not:

- provide indemnity for any penalty arising out of **your** failure to comply with any lawful consent, demand, determination, notice, order, or the like issued under the Education and Care Services National Regulations (2011);
- pay more than \$100,000 (including **defence costs**) in any one **period of insurance**.

# Optional Extensions

(Only applicable if the **certificate of insurance** shows **you** have selected the Optional extension and **you** have paid any additional premium)

## WHAT IS COVERED

### 1. Sexual Abuse

This Optional Extension operates on a '**claims** made and notified' basis. This means that, where this Optional Extension is selected and is shown on the **certificate of insurance**, then subject to the terms and conditions of the **policy**, **you** are covered for:

1. a **claim** first made against **you** during the **period of insurance** and notified to **us** during the **period of insurance** or the **extended reporting period**, provided that **you** were not aware at any time prior to the start of the **period of insurance** of any fact, situation, event or circumstance which could lead to a **claim** being made against **you**;
2. a **claim** first made against **you** after the **period of insurance**, provided that the facts that gave rise to the **claim** are facts **you** first became aware of during the **period of insurance** and **you** notified **us** in writing of those facts during the **period of insurance** as soon as reasonably practicable after **you** became aware of them.

The precise terms of the cover are set out below.

#### Specific definitions for this Optional Extension

For the purpose of this Optional Extension:

The **policy** definition of '**claim**' does not apply. Instead, **claim** means a demand or assertion of a right to **compensation** made by a third party which is contained in any oral or written demand and/or legal proceeding or process claiming **compensation** against and served on **you**.

**Compensation** under this extension shall mean any monies payable or agreed by **us** to be paid (including damages) by judgment, award or settlement including all charges, expenses and legal costs recoverable from **you**. It does not include the costs of complying with any non-monetary relief.

**extended reporting period** means the 28 days from the end of the **period of insurance**.

**known circumstance** means any fact, situation, event or circumstance which **you** were aware of prior to the start of the **period of insurance** and which a reasonable person would have considered at any time might result in a **claim** covered by this Optional Extension 1 (but for the operation of exclusion 1 of this Optional Extension 1).

The cover available under the General Public and **Products** Liability Insurance **policy** (set out under the heading 'What is covered') does not apply.

## WHAT IS NOT COVERED

1. a **claim** or **claims** arising from any **known circumstance**;
2. a **claim** or **claims** arising from any fact, situation, event or circumstance if written notice of that fact, situation, event or circumstance has been given and accepted under any insurance **policy** that was in force before the start of the **period of insurance**;
3. any liability to pay **compensation** where:
  - a) the **sexual abuse** is committed with **your** consent or knowledge; or
  - b) the **sexual abuse** is committed by **you** against any **official** or **employee**; or
  - c) **you** or any of **your officials** knew or ought reasonably to have known that the actual or alleged perpetrator of the **sexual abuse** had previously:
    - i. committed **sexual abuse**; and/or
    - ii. been convicted of committing **sexual abuse**; and/or
    - iii. been charged with any offence relating to **sexual abuse**; and/or
    - iv. been the subject of a prior complaint in respect of **sexual abuse** while being a representative, member, **employee**, **volunteer** or service provider of **yours**, which had not been dealt with by **you** in accordance with **your client protection policy**.
  - d) **you** have engaged or appointed the actual or alleged perpetrator of the **sexual abuse** as a representative, member, **employee**, **volunteer** or service provider of **yours**, without making the investigations required under any legislation and pursuant to **your** client protection **policy**;
4. the amount of **compensation** to the extent it exceeds **limit of liability** for **sexual abuse** as specified in the **certificate of insurance** for any one **claim**;
5. the amount of **compensation** where the total amount of **compensation** we have already paid for all **claims** under this Optional Extension equals the sublimit of liability for this Optional Extension.
6. any **compensation** for **claims** arising out of **your foster care** or other **out of home care** programs by whatever name they may be known.

WHAT IS COVERED

Instead, **we** will cover **you** against **your** legal liability to pay **compensation** as a result of any **claim** first made against **you** during the **period of insurance** and notified to **us** in writing during the **period of insurance** in respect of **personal injury** for **sexual abuse** happening within the **geographic limits** and first committed or alleged to have been committed after the **retroactive date** where:

1. the perpetrator of the **sexual abuse** was, at the time of perpetrating the **sexual abuse**, a representative, member, **employee, volunteer** or service provider of **yours** or a person in **your** care; and
2. **you** had in place the necessary client protection **policy** required by **us** and/or by legislation to limit or prevent such abuse.

Provided always that:

1. This extension does not provide cover to the actual perpetrator of any **sexual abuse**.
2. If one person suffers **sexual abuse** perpetrated by a representative, member, **employee, volunteer** or service provider of **yours** on more than one occasion, then:
  - a) all acts of **sexual abuse** of that person (whether or not the perpetrator of the **sexual abuse** on each occasion was the same perpetrator) are to be treated as one act of **sexual abuse**;
  - b) the date of the first act of **sexual abuse** against the person is deemed to be the date of the act of **sexual abuse**.
3. The General Exclusions applicable to the **policy** apply to this Optional Extension, except for the '**Sexual Abuse**' exclusion.

**Sexual Abuse Cover Limitation**

In respect of **claims** for **compensation** of **personal injury** for **sexual abuse** made by or on behalf a person who has directly suffered **sexual abuse**:

- a) The maximum amount **we** will pay under this Optional Extension for each and every **claim** shall not exceed the **limit of liability** for **sexual abuse** shown in the **certificate of insurance**;
- b) The maximum total amount **we** will pay for all **claims** of **sexual abuse** first committed or alleged to have been committed within the **geographic limits** during the **period of insurance** shall not exceed the **limit of liability** for **sexual abuse** shown in the **certificate of insurance**;

In respect of **claims** for **compensation** in respect of **personal injury** for **sexual abuse** made by or on behalf a person who is not a person who has directly suffered **sexual abuse**:

- a) The maximum amount **we** will pay for any one **claim** is \$500,000;
- b) The maximum total amount **we** will pay for all **claims** of **sexual abuse** first committed or alleged to have been committed within the **geographic limits** during the **period of insurance** is \$500,000.

WHAT IS NOT COVERED

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>2. Replacement Wages of Stood Down Staff</b></p> <p>Reimbursement of additional salary/wages associated with engaging an additional staff member to replace a staff member who has been stood down whilst being investigated for allegations of <b>sexual abuse</b>.</p> <p>Provided that:</p> <ul style="list-style-type: none"><li>a) <b>you</b> have selected Optional Extension 1. <b>Sexual Abuse</b> of this <b>policy</b> and that the alleged <b>sexual abuse</b> is not excluded as detailed under What is not covered in Optional Extension 1. <b>Sexual Abuse</b>.</li><li>b) cover only applies to the additional wages/salary costs incurred by <b>you</b> whilst the investigation is taking place and whilst both <b>employees</b> remain on <b>your</b> payroll.</li></ul>	<ul style="list-style-type: none"><li>a) any costs beyond those incurred within a three month period from the date of the commencement of the investigation;</li><li>b) more than \$20,000 for any one <b>claim</b> and in the aggregate for all <b>claims</b> in any one <b>period of insurance</b>.</li></ul>
<p><b>3. Retroactive Liability (Prior Claims Made)</b></p> <p>We will indemnify <b>you</b> against <b>your</b> legal liability to pay <b>compensation</b> as a result of any <b>claim</b> first made against <b>you</b> during the <b>period of insurance</b> and notified to <b>us</b> in writing during that <b>period of insurance</b> in respect of:</p> <ul style="list-style-type: none"><li>a) <b>personal injury</b>; and/or</li><li>b) <b>property damage</b>; and/or</li><li>c) <b>advertising injury</b>;</li></ul> <p>happening within the <b>geographic limits</b> and caused as a result of an <b>occurrence</b> in connection with <b>your operations</b> or <b>your products</b> during the <b>retroactive liability period</b> immediately preceding the inception of this <b>policy</b>.</p> <p>For the purpose of this Extension, the following Definitions apply:</p> <p><b>known circumstance</b> means any fact, situation, event or circumstance which <b>you</b> were aware of prior to the start of the <b>period of insurance</b> and which a reasonable person would have considered at any time might result in a <b>claim</b> covered by this optional extension (but for the operation of exclusion 1 of this optional extension).</p> <p><b>retroactive liability period</b> means the period of time from the <b>retroactive date</b> to the start of the <b>period of insurance</b>.</p>	<p>The indemnity granted by this extension shall not apply to:</p> <ul style="list-style-type: none"><li>1. a <b>claim</b> or <b>claims</b> arising from any <b>known circumstance</b>;</li><li>2. any event or circumstance if written notice of such has been given and accepted under any public and/or <b>products policy</b> the term of which had expired prior to the inception of this <b>policy</b>;</li><li>3. <b>our</b> liability under this Retroactive Liability (Prior <b>Claims Made</b>) Extension shall not exceed the <b>limit of liability</b> as stated in <b>your certificate of insurance</b> under this Retroactive Liability (Prior <b>Claims Made</b>) Extension.</li></ul>
<p><b>4. Contractual Liability</b></p> <p>Legal liability assumed by <b>you</b> under any contract, warranty or agreement with a Statutory Authority, Government Agency or Department that <b>you</b> will;</p> <ul style="list-style-type: none"><li>a) indemnify; and/or</li><li>b) not seek indemnity, recovery or contribution from;</li></ul> <p>the Statutory Authority, Government Agency or Department, irrespective of any negligent acts, negligent failure to act or negligent defaults of the Statutory Authority, Government Agency or Department, provided the contract, warranty or agreement relates to the provision of goods, services, facilities and/or funding relating to <b>your operations</b>.</p> <p>Provided this extension is subject always to the standard <b>policy</b> terms, conditions and exclusions.</p>	

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>5. Member to Member Liability</b></p> <p>The definition of <b>you, your, yours</b> is extended to indemnify all members of <b>your</b> organisation, <b>your</b> guests and visitors to <b>your</b> organisation in respect of <b>claims</b> against any of them by any other member or guest or visitor to the organisation arising in connection with the activities of the organisation.</p> <p>Provided this Extension is subject always to the standard <b>policy</b> terms, conditions and exclusions.</p>	
<p><b>6. Trauma Counselling Costs Extension</b></p> <p>Reimbursement of <b>your</b> costs to provide trauma counselling services to insured persons, <b>employees, volunteers</b> or members of the public who have witnessed the accidental, unexpected and unforeseen traumatic death or significant physical impairment of a person on <b>your</b> premises or in <b>your</b> care.</p> <p>Provided that:</p> <ul style="list-style-type: none"><li>a) the trauma counselling services are deemed necessary in the reasonable opinion of <b>your</b> managing director or chief executive officer to prevent damage to <b>your</b> reputation and/or to assist with prevention of long term psychological disorders;</li><li>b) the trauma counselling services are being provided by a professional Trauma Counselling Service provider, independent to the insured; and</li><li>c) the trauma counselling service provider is engaged within a 30 day period immediately following the day on which the event occurred.</li></ul>	<p><b>We</b> will not:</p> <p>pay more than \$10,000 for any one <b>claim</b> and in the aggregate for all <b>claims</b> in any one <b>period of insurance</b>.</p>



1300 650 540

[www.ansvar.com.au](http://www.ansvar.com.au)

Ansvar Insurance Limited, Level 5, 1 Southbank Blvd, Southbank, VIC, 3006

ABN 21 007 216 506 AFSL 237826

Proudly part of the BENEFACT GROUP 

# Ansvar Management Liability

POLICY WORDING

---

# Contents

<b>About Ansvar</b>	<b>3</b>
<b>Insurance from one of Australia's specialist insurers</b>	<b>3</b>
Giving Back	3
Our Approach	3
<b>About this insurance policy wording</b>	<b>3</b>
Contact Us	3
<b>Important Information</b>	<b>4</b>
Changes to the insurance policy wording	4
Costs	4
Code Of Practice	4
Critical documents	4
Goods and Services Tax (GST)	4
Resolving Complaints and Disputes	5
Retroactive liability	5
Subrogation	5
Your Duty of Disclosure	5
Your privacy	5
<b>The Policy: Management Liability Insurance</b>	<b>6</b>
<b>The contract between you and Ansvar Insurance</b>	<b>6</b>
<b>Definitions applicable to the policy</b>	<b>6</b>
<b>Insuring clauses applicable to the policy</b>	<b>11</b>
<b>Limit of liability and excess applicable to the policy</b>	<b>12</b>
<b>Automatic extensions applicable to the policy</b>	<b>13</b>
<b>Exclusions applicable to the policy</b>	<b>20</b>
<b>Conditions applicable to the policy</b>	<b>25</b>
<b>Claims conditions and procedures applicable to the policy</b>	<b>27</b>

# About Ansvar

## Insurance from one of Australia's specialist insurers

With 60 years of experience in the Australian insurance industry, Ansvar has become a leading specialist provider of insurance and risk management solutions for the Care Services, Community Services (Not for Profits), Education and Learning, Faith Communities, Arts, Culture and Heritage and Commercial Property Owner sectors.

A highly respected and ethical insurer, Ansvar is owned by the Benefact Group, a leading insurer of heritage, religious and charitable organisations in the UK. Established in 1887, the Benefact Group gives all available profits to good causes. In recent years, the Benefact Group has given €100m to good causes and has committed to giving back €250m to good causes by 2025, truly making a real difference to the world we live in.

### GIVING BACK

For over 25 years, Ansvar has played a small part in making a positive impact on the world through our Community Education Program (CEP). As part of our mission to give back to the community, Ansvar will continue to donate a percentage of our profits to organisations that provide valuable support to improve and enrich the lives of disadvantaged young Australians, so that they may contribute positively to the community in which they live.

Since starting in 1994, Ansvar's Community Education Program has provided a range of grants contributing over \$15 million to help fund over 100 different charities and not for profit organisations with a focus on supporting the education and life skill development needs of disadvantaged young Australians. Through a program focussed on Empowerment and Education and Outreach and Support, Ansvar has reached and made a genuine difference to the lives of thousands of young Australians in need.

### OUR APPROACH

As a sector specialist, Ansvar has developed a deep understanding of clients' needs, the risks and challenges they face and the complex environments in which they operate. We understand

that fully protecting our clients requires a holistic approach and that being protected isn't simply about insuring against events that might happen but where possible taking steps to prevent or minimise the impact of those events in the first place.

Ansvar has a dedicated team of risk management specialists that can assist brokers and clients in assessing effectiveness of current approaches to risk management and guide opportunities for improvement.

With our sector expertise and knowledge combined with a flexible underwriting approach, Ansvar offers tailored insurance solutions to provide the right cover to suit the unique needs of clients within our core sectors. We believe however that the real moment of truth is in the way we respond to claims. Ansvar has a dedicated team of claims specialists focused on quickly solving the problems of our clients and going the extra mile to ensure the client is looked after in the best way possible. With a compassionate and strong ethical approach, our claims team is well experienced and knowledgeable in handling both sensitive and intricate claims.

## About this insurance policy wording

This insurance policy wording is an important document. You should read it carefully before making a decision to purchase this insurance.

In conjunction with the certificate of insurance and any endorsements we issue upon acceptance of your proposal, it provides a full description of the terms, conditions and limitations of the insurance cover.

The financial product offered in the insurance policy wording is provided by Ansvar Insurance Limited.

The Table of Contents provides a summary of the content of the insurance policy wording. The purpose of this insurance policy wording is to assist you to understand your insurance policy and enable you to make an informed choice about your insurance requirements.

You will need to read the entire insurance policy wording, certificate of insurance and/or The Schedule for a full understanding of these terms, conditions and limitations.

This insurance policy wording was prepared in April 2024.

### CONTACT US

Ansvar Insurance Limited (Ansvar Insurance), ABN 21 007 216 506, is the issuer of this insurance policy. The registered office of Ansvar Insurance is Level 5, 1 Southbank Boulevard, Southbank, Victoria. The Ansvar Insurance Australian Financial Services Licence number is 237826.

Call us on 1300 650 540, email us at [insure@ansvar.com.au](mailto:insure@ansvar.com.au) or visit us at [www.ansvar.com.au](http://www.ansvar.com.au)

# Important information

## Changes to the insurance policy wording

Information in this insurance policy wording is subject to change from time to time.

Changes in **your** insurance policy wording will be communicated to you in several ways and these are:

- if a change will affect you adversely, Ansvar Insurance will issue **you** with a new insurance policy wording or a supplementary insurance policy wording prior to the renewal of the insurance each year;
- for minor changes which are not materially adverse to **you**, we will communicate the changes to you in writing at the earliest opportunity;

Information can be obtained by telephoning our toll free number (1300 650 540), or visiting our website at [www.ansvar.com.au](http://www.ansvar.com.au) to find out what changes might have occurred;

If changes have occurred, we will be pleased to provide you with a paper copy of them on request.

## CODE OF PRACTICE

The General Insurance Code of Practice (the Code) was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

**You** can obtain information on the Code and how it assists you by contacting us on 1300 650 540.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

For more information on the Committee please go to the following website [insurancecode.org.au](http://insurancecode.org.au)

## COSTS

The premium payable by you is shown in your certificate of insurance. The premium payable will be determined considering factors such as those listed below.

Your premium may alter if you make changes to **your** insurance cover or your circumstances change during the **period of insurance**.

The factors used to determine the premium payable under this **policy** include, but are not limited to:

- the organisational structure of the insured entity and its subsidiaries;
- the nature and age of the operations and any merger/ acquisition history;

- the number of individual insured persons required to be insured;
- the extent of corporate control in the operations;
- the nature and value of assets under management;
- the adequacy of other insurance in place to protect your assets and liabilities;
- the **period of insurance** (short-term/annual), and extent of retroactive cover required;
- the sums insured or limits of liability per claim or in the aggregate;
- the excess selected;
- past claims, incidents, proceedings and disciplinary history. The above list of factors is not exhaustive and we may take other factors into consideration when determining the premium payable under this policy.

Premiums and fees are subject to Commonwealth and State taxes and levies which include the Goods and Services Tax and Stamp Duty and all are shown in the certificate of insurance.

The premium is payable either when the product is purchased or by direct bank debit when you elect to pay it monthly. If **you** elect to pay monthly there is an additional fee. A cancellation fee may apply if you cancel your insurance policy before expiry.

## CRITICAL DOCUMENTS

It is important to read/retain the following documents and keep them in a safe and convenient place:

- this document;
- your current **certificate of insurance**;
- any **endorsements**.

Remember to regularly review your insurance **policy**, particularly at renewal to ensure **your** insurance **policy** provides the cover that **you** currently need.

## GOODS AND SERVICES TAX (GST)

This insurance **policy** has provision for payment of Goods and Services Tax:

- by **you** in relation to premiums
- by **us** in relation to claims

---

## Important information (continued)

### RESOLVING COMPLAINTS AND DISPUTES

Ansvar is committed to resolving any complaints in relation to our products, services or handling of personal information.

Our process has three key stages.

#### 1. Talk to us

Discuss **your** complaint with us by calling 1300 650 540 or sending an email outlining your concerns to [insure@ansvar.com.au](mailto:insure@ansvar.com.au) and one of our team members will assist you. We will acknowledge receipt of your complaint within one business day. The team member will refer you to a manager if they are unable to resolve the matter for **you**. If **you** are not satisfied with the response, please go to step 2.

#### 2. Contact our service centre

You may request a review of your complaint by our Dispute Resolution Committee.

Contact us on 1300 650 540, or by email: [insure@ansvar.com.au](mailto:insure@ansvar.com.au) or post: Ansvr Disputes Resolution GPO Box 1655, Melbourne, Victoria 3001. Our service team will contact **you** if they require further information and they will provide **you** with an outcome within 30 calendar days of us receiving notice of the complaint. Please ensure you provide us with your preferred contact details.

#### 3. Refer for external dispute resolution

If we are unable to resolve your complaint you may seek advice from the Australian Financial Complaints Authority (AFCA).

Website: [afca.org.au](http://afca.org.au)

Phone: 1800 931 678 (free call)

### RETROACTIVE LIABILITY

The **policy** does not provide cover in relation to any **loss, crisis loss** or **claim** directly or indirectly arising out of, attributable to or in connection with any **wrongful act, employment practice breach** or **trustee responsibility breach** (as such terms are defined in the policy) which occurs prior to the retroactive date as shown in the **certificate of insurance** and applicable to the insuring clause under which cover would otherwise be available.

### SUBROGATION

The **policy** contains provisions which provide that following any payment under the **policy** we will be subrogated to your rights to recovery from others in respect of such payment. The provisions also provide that **you** must do everything reasonably necessary to secure and preserve such rights of subrogation and **you** must do all things reasonably practicable to avoid or diminish loss covered by the policy. If you fail to do so we may be entitled to refuse or reduce a payment under this **policy**, but only to the extent that we have been prejudiced.

### YOUR DUTY OF DISCLOSURE

Before **you** enter into an insurance contract, **you** have a duty of disclosure under the Insurance Contracts Act 1984. If **we** ask you questions that are relevant to our decision to insure **you** and on what terms, **you** must tell **us** anything that **you** know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until we agree to insure you.

You have the same duty to disclose these matters to us before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

#### **If you do not tell us something**

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

### YOUR PRIVACY

Ansvar places the highest priority on protecting the privacy of **your** personal information.

#### **Why we collect personal information**

The information we collect is used to assist us to provide our products and services, including to process and settle **claims**; to manage our relationship with **you** and to meet our legislative obligations as an insurer.

If **you** do not provide the personal information **we** require, **we** may not be able to provide you with our products and services.

#### **How we collect personal information**

Information is generally collected from **you** or **your** insurance broker when you are applying for or enquiring about our insurance products, or when making a **claim**. We may also collect **your** personal information from people who are involved in a **claim**, or assist us in investigating or processing **claims**.

#### **Who we disclose your personal information to**

At times we rely on third party suppliers (agents, lawyers, other insurance companies, assessors, investigators, loss adjusters, market research and mailing houses) to perform specialised activities for **us**. Your personal information may be provided to them so that they can carry out their agreed activities. They are bound by confidentiality agreements and are prohibited from using the information for any other purpose. These service providers are aware of their obligations under the Privacy Act 1988 (Cth) and the General Insurance Code of Practice.

**We** are unlikely to provide your personal information to overseas recipients.

# The Policy: Management Liability Insurance

## The contract between you and Ansvr Insurance

### Definitions applicable to the policy

Certain words and phrases that appear in the **policy** in **bold** have special meanings as set out below.

Where used in the **policy**:

**Act of Parliament** means any Act of the Parliament of the Commonwealth of Australia or of any the States or Territories of Australia, including any subordinate or delegated legislation or regulation made thereunder and any amendment, consolidation or re-enactment of any of those Acts.

**aggregate limit of liability** means the maximum amount under each particular **insuring clause** or **automatic extension** as shown in the or as may be expressly stated in the **automatic extension** that we are liable to pay in respect of the aggregate of all liability for loss and claims the subject of cover under the respective insuring clause or **automatic extension**.

**aggregate policy limit** means the lesser of \$35,000,000 or 1.5 times the **limit of liability** applicable to Insuring clause 2 - Directors and Officers Liability. The **aggregate policy limit** is the maximum amount that **we** will pay under the **policy** in respect of the aggregate of all payments **we** would otherwise be liable to make under the **policy**.

**APRA** means the Australian Prudential Regulation Authority.

**auditor** means an authorised **officer** under Commonwealth, State or Territory legislation to conduct a tax audit.

**automatic extension** means the **automatic extensions** listed on your **certificate of insurance** and applies to an **insuring clause** of this **policy** shown in the **certificate of insurance** with a **limit of liability** and **aggregate limit of liability** of greater than zero. **We** accept no liability under any **insuring clause** or any **automatic extension** which applies to that **insuring clause** where a zero amount or "not taken" is shown in the **limit of liability** and **aggregate limit of liability** section of the **certificate of insurance** for that **insuring clause**.

**back-pay** means the amount **you** are obliged to pay an **employee** for the period between the time of incorrect termination of the **employee's** employment and the time the **employee** is reinstated or re-employed, following an order of reinstatement or re-employment made upon **you**.

**business** means the business, activities or services specified in the **certificate of insurance** carried out in **your** operations from Australia.

**certificate of insurance** means the document so named attaching to the policy and any further **certificate of insurance** issued subsequently by **us**, extending or varying the **policy** showing;

- i. the selected **insuring clause/s** selected by you for insurance under the policy;
- ii. the **excess** applicable to each selected **insuring clause** and **automatic extension** to the selected **insuring clause**;
- iii. any special terms applicable to **your policy**;
- iv. the **limit of liability** and the **aggregate limit of liability** applicable to each **insuring clause**;
- v. the **aggregate policy limit**; and
- vi. the premiums payable for this insurance.

**civil or bail bond expenses** means the reasonable premium (but not collateral) for a bond or other financial instrument to guarantee an **insured person's** contingent obligation for bail required by a Court hearing in respect of an **extradition proceeding**.

**claim** means:

- i. any writ, summons, application cross-claim, counter-claim or other legal or arbitral proceedings or process, or written demand seeking monetary or non-monetary relief and alleging any **wrongful act**, or **employment practice** breach;
- ii. any written notice of any proceedings, **investigation** or inquiry which may give rise to the imposition of a **penalty**;
- iii. any extradition proceeding against an **insured person**;
- iv. any criminal proceeding.

**Claim** does not mean an action solely for declaratory or injunctive relief where there is no demand for **compensation** or damages and/or the only **compensation** claimed is for legal costs.

**client** means a customer to whom the **insured** provides goods or services for a fee or not.

**compensation** means monies payable or agreed with our consent to be paid (including damages) by judgment, award or settlement including all charges, expenses and legal costs recoverable from **you** or an **insured person**. It does not include the costs of complying with any non-monetary relief.

**constructive dismissal** for the purposes of an **employment practices breach** means requiring an **employee** to cease their employment with **you** because of what **you** say, do or fail to do.

**contract worker** means a person engaged by **you** through a labour-hire firm, under an agreement between **you** and the labour-hire firm, to perform duties related to the conduct of **your business**.

**crisis** means an unforeseen event which in the reasonable opinion of **your** managing director, chief executive officer or equivalent and **us** has the potential to cause **loss** of **your** reputation and/or imminent loss of annual revenue to **your business** in the 12 month period immediately following the event and exceeding 30%

- i. the **loss** of **your** intellectual property rights including existing patents, trademarks, or copyrights;
- ii. the **loss** of a major customer or major contract of **yours** for the supply of goods and/or services;
- iii. the traumatic death or significant impairment of a person on **your** premises causing emotional distress to **insured persons** or **employees** or members of the public having witnessed the injury;

---

## The Policy: Management Liability Insurance (continued)

crisis means (continued)

- iv. substantial destruction of or damage to **your** property other than caused by a natural disaster;
- v. the first apparent unauthorised intrusion into the computer facilities of the **insured**;
- vi. a recall or boycott of any product;
- vii. any criminal or fraud investigation.

Crisis is not an event that affects generally the industry in which the **insured** conducts its **business**.

**crisis loss** means the reasonable fees, costs and expenses of a crisis management consultant retained by **you** to minimise the effects of a **crisis**, and such costs and expenses recommended by the crisis management consultant, but only for such advice received and steps taken within the 60 day period immediately following the day on which the **crisis** first occurs.

**cyber-attack** means a set of instructions that are designed to modify, alter, damage, destroy, delete, record or transmit **electronic data** without **your** authorisation including those instructions that are self-replicating or self-propagating and are designed to contaminate other computer programs or **electronic data**, consume computer resources or usurp the normal operation of internet activities causing undesired program or computer operation.

**data** means information contained in records or accounts.

**defence costs** means all reasonable costs and expenses (other than regular or overtime wages, salaries or fees of any **insured person** or **employee**) incurred by **you** or an **insured person** with our prior written consent (such consent shall not be unreasonably withheld), for:

- i. legal representation in defending, investigating, attending or monitoring any **claim** or proceedings, investigations, examinations, inquiries and the like;
- ii. any subsequent appeals, together with all reasonable costs of bringing such appeals; or
- iii. legal or professional advice or assistance incurred in the settlement of a **claim**.

**deprivation of assets expenses** means the payment of the following services, directly to the provider of such services, in the event of an interim or interlocutory order confiscating, controlling, suspending or freezing rights of ownership of real property or personal assets of an **insured person** or creating a charge over real property or personal assets of the **insured person** during the **period of insurance**:

- i. housing;
- ii. utilities;
- iii. personal insurances; and
- iv. schooling.

Expenses will be payable after 30 days following the event above for a period of up to six months.

**direct financial loss** means **loss** of **money**, **securities** or **property** belonging to **you** or in **your** care, custody or control, for which **you** are legally liable.

**director** means:

- i. any natural person who was, is currently or during the **period of insurance** becomes a **director** of any legal organisation included in the definition of **insured** (by whatever name called) and whether or not such person is validly appointed to occupy or duly authorised to act in such position; and

- ii. any natural person who by virtue of any applicable legislation, is deemed to be acting in such a capacity;

but does not include:

- iii. a liquidator, external auditor, receiver, receiver and manager, official manager, administrator, trustee or person administering a compromise or scheme of arrangement of **your organisation**.

**discrimination** means any actual or alleged breach of applicable State or Federal discrimination laws of Australia.

**discovered** means when any **director** (who is not in collusion with an **employee** who has committed or is attempting to commit a **dishonest act**) becomes aware of any facts which would cause a reasonable person to assume that a **direct financial loss** has been incurred, even though the exact amount or details of the **direct financial loss** are not known at the time of discovery. Such discovery constitutes discovery by **you**.

**dishonest act** means any dishonest, fraudulent, criminal or malicious act committed by an **employee** or **third party** (whether acting alone or in collusion with any other person) with the intent to cause the **insured** to sustain a **loss** or to obtain financial benefit for that **employee** or **third party** or for any other person or organisation intended by that **employee** or **third party** to receive the financial benefit.

**electronic data** means facts, concepts and information converted to a form usable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.

**employee** means any person who is or was at the time of an event or circumstance for which cover is provided under this **policy**:

- i. employed by **you** under a contract of service or apprenticeship as a full-time, casual or temporary **employee**;
- ii. under a contract of service or apprenticeship with another employer and is or was seconded to work for **you**;
- iii. under a work experience scheme with **you** and is or was deemed by legislation in respect of work-related accident compensation or occupational health and safety to be an **employee** of **yours** or a worker in relation to **you**.

**employment practice breach** means any actual or alleged:

- i. wrongful refusal to employ a prospective **employee**;
- ii. misleading conduct or misrepresentation in advertising the terms and conditions of a position of employment with the **insured**;
- iii. wrongful failure to promote, wrongful demotion of, wrongful deprivation of career opportunity of, negligent evaluation of work performance of, negligent reassignment or wrongful disciplinary action against an **employee**;
- iv. wrongful termination of employment of an **employee** including **constructive dismissal**;
- v. retaliatory treatment against an **employee** or a **contract worker** following an exercise of his or her rights and victimisation;
- vi. unlawful workplace harassment of an **employee** or a **contract worker** including racial, religious, sexual and other harassment as prohibited by the applicable laws of Australia or the permitting of a workplace environment which is conducive to harassment;
- vii. unlawful **discrimination** of any kind directed towards an **employee** or a prospective **employee**;

---

## The Policy: Management Liability Insurance (continued)

**employment practice breach** means (continued)

- viii. infliction of emotional distress, anguish or humiliation of any **employee**, a **contract worker** or a prospective **employee**;
- ix. oral or written publication of material that slanders, defames or libels an **employee**, a **contract worker** or unlawful interference with privacy; or
- x. denial of natural justice to an **employee** concerning their employment.

For the purpose of this definition only, the term **employee** shall include any **officer** or **volunteer**.

**endorsement** means any document so designated and issued by **us**, that amends the **policy** wording or any details specified in the **certificate of insurance**. An **endorsement** does not affect the **limit of liability**, **aggregate limit of liability** or **aggregate policy limit** or any other term of the **policy**, except to the extent expressly provided in the **endorsement**.

**excess** means the amount **you** must contribute towards each and every **claim** under the **policy** and shown in the **certificate of insurance** in respect of each **insuring clause** or **automatic extension** (as applicable and if selected by **you**).

**extended notification period** means the 30 days following immediately after the expiry of the **period of insurance** or such longer period as may apply pursuant to **automatic extensions** 8 or 15 or 26.

**extradition proceeding** means:

- i. written request for extradition of an **insured person**, a warrant for the arrest of an **insured person** or other proceedings commenced by a writ, complaint, summons or other originating process against an **insured person** under the provisions or regulations of the Extradition Act 1988 (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation; and
- ii. any associated appeals, including but not limited to the pursuit of judicial review proceedings, against the decision of the Attorney General or other appropriately authorised representative of the Australian Government to issue a surrender warrant under the Extradition Act 1988 (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation; and
- iii. equivalent of the above in any other jurisdiction.

**geographic limits** means the limits stated in Condition 7 - geographic limits or as otherwise stated in the **policy**.

**identity fraud expenses** means any reasonable fees, costs and expenses incurred by **you** in establishing that a fraudulent misrepresentation has occurred, where a **third party** first seeks to enforce an agreement against **you** during the **period of insurance**.

**insured** means **you**, **your** and/or **yours** as defined below.

**insured person** means any person who is or was:

- i. a **director**; or
- ii. an **officer**; or
- iii. **employee**; or
- iv. a **trustee**,

of the **insured** but only in respect of work performed while such person was a director, officer, employee or **trustee** of the **insured**.

**insuring clause** means any of **insuring clause** 1 to 8 of the **policy** provided the insuring clause is selected by **you** and shown in the **certificate of insurance** with a **limit of liability** and **aggregate limit of liability** of greater than zero. **We** accept no liability to make any payment under the **policy** pursuant to or under an **insuring clause** if a zero amount or "not taken" is shown in the **limit of liability** and **aggregate limit of liability** section of the **certificate of insurance** for that **insuring clause**.

**internet activities** means all or any of the following:

- i. use of electronic mail systems by **you** and other persons working on **your** behalf;
- ii. access through **your** network to the world wide web or a public internet site by **you** and other persons working on **your** behalf;
- iii. access to **your** intranet (internal company information and computing resources which is made available through the world wide web) by customers or other persons **you** authorise outside **your organisation**; and
- ii. the operation and maintenance of an internet site owned or operated by **you** or on **your** behalf, but not any third party internet site accessed via links to or from **your** internet site.

**investigation** means an inquiry, administrative or **regulatory authority** investigation, examination or hearing commenced by an **official body**:

- i. which an **insured person** is legally compelled to attend; and
- ii. which has as its subject matter the affairs of the **insured** or the conduct of an **insured person** in that capacity, or the conduct of the **business**; and
- iii. notice of which is first served on the **insured person** and notified to **us** in the **period of insurance**.

**joint venture** means any incorporated enterprise undertaken jointly by **you** and a **third party** or parties.

**known circumstance** means any fact, situation or circumstance which **you** or any **insured person** were aware of prior to the commencement of each **period of insurance** and which a reasonable person in the circumstances would have considered might give rise to a claim covered under this **policy**.

**limit of liability** means the maximum amount for each particular **insuring clause** or **automatic extension** in the **policy** and as shown in the **certificate of insurance** or if applicable as expressly stated in the **automatic extension** that **we** are liable to pay for all liability under the respective **insuring clause** or **automatic extension** in respect of each and every **claim**.

**loss** means **compensation** for which **you** and/or an **insured person** are legally liable and **defence costs** incurred by **you** or an **insured person**.

- i. In respect of Insuring clause 4 - Employment Practices Liability, **loss** also includes **back-pay**;
- ii. In respect of Insuring clause 6 - Statutory Liability,- **loss** also includes any **penalty**;
- iii. In respect of Automatic extension 28 - Employee fidelity, **loss** also includes **direct financial loss**.
- iv. In respect of Automatic extension 29 - Third party fidelity, **loss** also includes **direct financial loss**.
- v. In respect of Automatic extension 32 - Identity fraud expenses, **loss** also includes **identity fraud expenses**;
- vi. In respect of Automatic extension 35 - Tax audit, **loss** also includes **professional fees**.  
but **loss** does not include **crisis loss**.

---

## The Policy: Management Liability Insurance (continued)

**malicious falsehood** means an intentionally false statement made to cause damage to another person's reputation.

**managed investment** has the meaning provided in the Corporations Act 2001 (Cth) as amended or replaced.

**money** means physical or electronic legally acceptable currency, current coins, bank notes, bullion, negotiable and non-negotiable instruments, either belonging to or in the care, physical custody or control of the **insured** and for which the **insured** is legally liable, other than bitcoins or other crypto currencies **property** excluded by this **policy**.

**non-profit organisation** means any **organisation** (but not a **subsidiary organisation**) that is exempt from the payment of income tax under the State and/or Federal laws of Australia.

**officer** means any natural person who was, is currently or becomes during the **period of insurance** an office bearer, a person who holds an executive or managerial office (as defined by the 2001 Corporations Act (Cth) as amended or replaced), a company secretary or a management committee member of **yours** or a other person elected by **you** or by **your** governing body to represent **your organisation** in directing, managing or supervising **your business** but does not include a trustee or a liquidator, external auditor, receiver, receiver and manager, official manager, administrator, or person administering a compromise or scheme of arrangement of **your organisation**.

**official body** means any **regulatory authority**, government or administrative body or agency, official trade body or self-regulatory body legally empowered to investigate the affairs of the **your organisation** or an **outside entity** or the conduct of an **insured person** in such capacity.

**organisation** means any company or other incorporated entity under the laws of Australia but excluding any entity whose securities are traded on a primary, secondary or other market.

**outside director** or **outside directorship** means the position of **director**, **officer**, secretary or equivalent position held by either a **director** or an **officer** in the governing body of an **outside entity** at **your** request.

**outside entity** means a **non-profit organisation** not included in the definition of **you**, **your**, **yours** or **insured** but excluding any entity that had negative net assets or a negative net worth at the start of the **period of insurance**.

**penalty** means any monetary sum payable by **you** or an **insured person** and required by an order of a court of competent jurisdiction, to any **regulatory authority** but excluding:

- i. any amounts payable as **compensation**;
- ii. any compliance, remedial, reparation or restitution costs;
- iii. any amounts payable for income tax, customs duties, excise duty, stamp duty, sales tax or any other State or Federal tax or duty;
- ii. any amounts for violation of any law or regulation with respect to vehicular, air or marine traffic;
- i. any exemplary or punitive damages;
- vi. amounts that are not insurable at law;
- vii. any legal and other costs directly attributed to the penalties levied on **you** or the **insured person**; or
- viii. any consequential or economic loss.

**period of insurance** means the time and date cover under the **policy** starts to the time and date cover under the **policy** expires as shown in the **certificate of insurance** and any subsequent period which **we** agree by **endorsement**.

**personal injury** means:

- i. bodily injury, illness, disease, disability, shock, fright, mental anguish (which occurs as a direct result of an accident), mental illness, psychological injury or death;
- ii. false arrest, wrongful detention, false imprisonment, malicious prosecution or humiliation;
- iii. wrongful entry upon, wrongful eviction from or other invasion of right to private occupancy of property or invasion of privacy;
- vi. defamation, libel, slander and **malicious falsehood** where the first publication or utterance happened after the commencement of the **policy**; or
- v. assault or battery, including use of reasonable force by **you** or at **your** direction for the sole purpose of preventing or eliminating danger to persons or property.

**policy** means this policy wording the **certificate of insurance** and any **endorsement** attaching at inception or during the **period of insurance**.

**pollutant** means any solid, liquid, gaseous, biological or thermal irritant or contaminant including but not limited to: smoke, vapour, fumes, noise, odour or any other air emission, electric or magnetic or electromagnetic fields, soot, acids, alkalis, chemicals, waste or material to be recycled, reconditioned or reclaimed, waste water, oil or oil products, infectious or medical waste.

**professional fees** means the fees, costs and disbursements which are reasonably and necessarily incurred in connection with a **tax audit** which are payable by you to an accountant or other financial adviser, **registered tax agent** or legal adviser for work carried out in connection with a **tax audit**.

**property** means tangible property other than **money** and **securities**.

**property damage** means physical **loss** of, destruction of or damage to tangible property, including **loss** of use or any other consequential losses flowing from such loss, destruction or damage.

**proposal** means the written or electronic insurance application form or renewal declaration document together with any supplementary material completed by or on behalf the **insured** that was given to **us**, and relied on by **us** to effect this **policy**.

**prosecution costs** means the reasonable and necessary costs incurred by an **Insured person** with **our** prior written consent to bring legal proceedings to overturn:

- i. an interim or interlocutory order confiscating, controlling, suspending or freezing rights of ownership of real property or personal assets of an **insured person** or creating a charge over real property or personal assets of an **insured person**;
- ii. an interim or interlocutory order disqualifying an **insured person** from holding office or from managing a company; or
- iii. a judicial order requiring an **insured person** to be confined to a specific domestic residence or to be held in custody pending trial.

**public relations expenses** means the reasonable fees and expenses of a public relations firm which **you** or an **insured person** engages with **our** prior written consent (not to be unreasonably withheld) for the purpose of preventing or limiting potential adverse or negative publicity in respect of a covered **claim** or official **investigation**.

## The Policy: Management Liability Insurance (continued)

**registered tax agent** means a professional or group of professionals registered with the Australian Government Tax Agents' Board.

**regulatory authority** means instrumentalities, entities or persons appointed to act pursuant to any Act of the Commonwealth of Australia or the States or Territories of Australia for the purposes of enforcement of such Act or any other Act.

**retroactive date** means the date set out in the **certificate of insurance** relevant to each **insuring clause** and the **policy** does not provide cover in respect of any **wrongful act**, and/or **employment practice breach** as applicable which occurred prior to such date.

**securities** means for any negotiable or non-negotiable instruments or contracts representing **money** or other property including but not limited to any shares, debentures, stocks, notes, warrants, options, or any security for debt or equity issued or given by **you** but excluding **money** and **property**.

**senior counsel** means a barrister in active practice who is entitled to use the post-nominals King's Counsel or Senior Counsel in any one or more of the courts in Australia.

**sexual abuse** means any assault or abuse of a sexual nature, sexual molestation, indecent exposure, sexual harassment or intimidation, whether such act is the subject of criminal investigation or not.

**social engineering fraud** means the intentional misleading of an **employee** by a person purporting to be a vendor, client or customer officer, etc. through misrepresentation of a material fact which is relied on by an **employee** believing it to be genuine.

**subsidiary organisation** means any company or other incorporated entity under the laws of Australia or other **organisation** which is either directly or indirectly controlled by any incorporated entity, entities or **organisation(s)** named as the **insured** in the **certificate of insurance** and whose accounts are consolidated with such incorporated entity, entities or **organisation(s)** in accordance with Australian accounting standards. Control or controlled has the same meaning as the definition of control in the Corporations Act 2001 (Cth) as amended or replaced.

**superannuation benefits** means any superannuation benefit or benefit for death, temporary disability or permanent disability to a beneficiary of a fund.

**tax audit** means the carrying out of an audit on a return submitted by **you**, or on **your** behalf, by the Australian Tax Office or any Australian Commonwealth, State or Territory department, relevant body or agency, or authority which is authorised to conduct such an audit but does not include any inquiry or investigation by the Australian Taxation Office aimed at determining the **insured's** compliance with the record keeping requirements of relevant taxation legislation.

**tax minimisation schemes** means the arrangement of taxation and other returns, by **you** or on **your** behalf, which are designed to reduce the tax payable by **you**.

**terrorism act** means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division of that nation, or in pursuit of political, religious, ideological, ethnic or similar purposes or reasons to intimidate the public or a section of the public of any nation, by any person or groups of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto, and which:

- i. involves force or violence against one or more persons, or threat thereof;

- ii. involves damage to property;

- iii. endangers life other than that of the person committing the action;

- iv. creates a risk to health or safety of the public or a section of the public; or

- v. is designed to interfere with or disrupt an electronic system.

**third party** means any natural person or entity other than an **insured**. For the sake of clarity, a **third party** can include a **client**. In respect of Automatic extension 29 - Third party fidelity, **third party** does not include any person acting in collusion with any **employee**.

**third party discrimination** means **discrimination** by an **insured person** against a **third party** referencing race, colour, creed, religion, age, sex disability, marital status, national origin, pregnancy, sexual orientation or preference which is protected to any law anywhere in the world.

**third party sexual harassment** means sexual harassment by an **insured person** against a **third party** including unwelcomed sexual advances, or conduct of a sexual nature. For the purpose of this definition only **third party sexual harassment** does not include cover for any actual or alleged act of **sexual abuse**.

**trust** means a trust set up to manage a retirement or superannuation or pension fund for the benefit of **your officers** and/or **employees**.

**trustee** means **you** if validly appointed to act or any natural person who is elected to administer the **trust**, but does not include a professional trust company or **organisation** or an **employee** of such company or **organisation**.

**trustee responsibility breach** means any actual or alleged **wrongful act** or failure to act committed, attempted or allegedly attempted by a **trustee** in such capacity in respect of the administration of the **trust**.

**volunteer** means any person engaged by **you** to work or to provide services to **you** or on **your** behalf for **your** benefit in the carrying out of **your business** who receives no remuneration or monetary consideration for the services rendered.

**we, us, our, insurer** means Ansvar Insurance Limited ABN 21 007 216 506 AFS Licence No 237826.

**wrongful act** means any actual or alleged act, error or failure to act including but not limited to any unfair or unlawful act or failure to act any misstatement, misleading statement, neglect, error, breach of trust, breach of duty or offence pursuant to an **Act of Parliament** or common law; provided such act or failure to act is relevantly committed or allegedly committed or attempted in respect of each selected **insuring clause** as follows:

- i. Insuring clauses 1, 2, 3, 4, 6 and 7: by a **director** and/or **officer** solely in their capacity as such a **director** or **officer**;
- ii. Insuring clauses 1, 4, 6 and 7: by **you**;
- iii. Insuring clauses 4, 5, 6 and 7: by a **trustee** in the course of the administration of the **trust**.

**you, your, yours, or insured** means:

- i. the incorporated entity, entities or **organisation(s)** named as the **insured** in the **certificate of insurance**;
- ii. each **organisation** that is a **subsidiary organisation** at the commencement date of the **period of insurance** and which was disclosed by **you to us** at the time of entering into the **policy**;
- iii. any new **subsidiary organisation** formed or acquired by **you** during the **period of insurance** through consolidation, merger

---

## The Policy: Management Liability Insurance (continued)

or purchase of its assets and in respect of which **you** assume control during the **period of insurance** provided:

- such **organisation** is carrying on substantially the same **business** of the **insured** designated in i) above;
- any acquisition or assumption of control increasing the total gross assets of the **insured** designated in i. above under management by more than 20% is reported to **us** within 90 days after it is effected; and
- that the **policy** does not provide cover to the **organisation** which has become the **subsidiary organisation** or to any person who has consequently become a **director** or **officer** in respect of any **wrongful act, employment practice breach, direct financial loss** or **crisis** which occurred prior to the date of such formation or acquisition.

### OPERATIVE CLAUSE

In consideration of **your** payment of the premium and subject to the terms and conditions of the **policy**, **we** will provide cover under each **insuring clause** and **automatic extension** and as listed in the **certificate of insurance** and, if applicable, any **endorsement** to the **policy**.

This insurance contract will commence from the time **we** provide written acceptance of **your proposal** and cover will conclude at 4.00pm local standard time on the date shown in the **certificate of insurance**.

**We** do not provide cover under the policy for any liability or **loss** arising out of any **wrongful act, employment practice breach** or **trustee responsibility breach** which occurred prior to the **retroactive date** shown in the **certificate of insurance**.

If the terms of the **policy** are not observed, cover may be reduced or cancelled. No variation of the **policy** will be effective, except where made by written **endorsement**.

### CLAIMS MADE AND NOTIFIED

The **policy** operates on a 'claims made and notified' basis which means that **you** are covered for:

1. **claims** first made against **you** and notified to **us** during the **period of insurance** provided that **you** were not aware at any time prior to the start of the **period of insurance** of any fact, situation, event or circumstance which could lead to a **claim** being made against **you**; and
2. **claims** first made against **you** after the **period of insurance**, provided that the facts that gave rise to the **claim** are facts you first became aware of during the **period of insurance** and **you** notified **us** in writing of those facts during the **period of insurance**.

### INTERPRETATION

Where headings are used in the **policy**, they are purely descriptive in nature and are not intended to be used for interpretative purposes.

Words importing the singular number shall include the plural and vice versa.

## Insuring clauses applicable to the policy

The maximum **we** will pay under each of the following insuring clauses is the relevant:

- **limit of liability** (as further defined in the **policy**), or
- **aggregate limit of liability**,

shown in the **certificate of insurance** in respect of each **insuring clause** and always subject to all of the terms and conditions of the **policy** including the **aggregate policy limit**.

#### 1. Entity Liability

**We** will indemnify **you** for liability for **loss** arising out of any **claim** by reason of any **wrongful act** in the management of **your business**, which **claim** is first made against **you** during the **period of insurance** and notified to **us** during either the **period of insurance** or the **extended notification period**.

#### 2. Directors and Officers Liability

**We** will indemnify any **director** or **officer**, for liability incurred in their capacity as such a **director** or **officer**, for **loss** arising out of any **claim** by reason of any **wrongful act**, which **claim** is first made against them during the **period of insurance** and notified to **us** during either the **period of insurance** or the **extended notification period** and provided such **director** or **officer** is not indemnified by **you**.

#### 3. Entity Reimbursement

**We** will indemnify **you** for any payment which **you** are required and are legally permitted to make to or on behalf of any **director** or **officer** for their liability for **loss** incurred in their capacity as such a **director** or **officer** and arising out of any **claim** by reason of any **wrongful act**, which **claim** is first made against them during the **period of insurance** and notified to **us** during either the **period of insurance** or the **extended notification period**.

#### 4. Employment Practices Liability

**We** will indemnify **you** and/or an **insured person** for liability for **loss** arising out of any **claim** alleging an **employment practice breach**, which **claim** is first made against **you** or the insured person during the **period of insurance** and notified to **us** during either the **period of insurance** or the **extended notification period**.

#### 5. Trustees Liability

**We** will indemnify a **trustee** for liability for **loss** arising from any **claim** alleging a **trustee responsibility breach**, first made against the trustee during the **period of insurance** and notified to **us** during the **period of insurance** or during the **extended notification period**.

#### 6. Statutory Liability

**We** will agree to indemnify **you** and/or an **insured person** for:

- any **penalty** which is insurable at law arising from a **wrongful act** by **you, insured person** or **trustee** in the jurisdictions of, and under the laws of Australia; and

---

## The Policy: Management Liability Insurance (continued)

- any **defence costs** incurred directly in connection with any legal proceedings, **investigations** or inquiry which may give rise to the imposition of such **penalty**.

Provided always that:

- written notice of such legal proceedings, **investigation** or inquiry was first received by **you** or the **insured person** during the **period of insurance** and notified to **us** during either the **period of insurance** or the **extended notification period**.
- such **penalty** is in connection with an allegation of a **wrongful act** committed after the **retroactive date** and which would lead to a **claim** covered under this **policy**.

### 7. Internet Liability

**We** will indemnify **you** and/or an **insured person** for liability for **loss** arising from a **claim** as a direct result of a **wrongful act** carried out without **your** consent and incurred solely in the conduct of **your internet activities** which **claim** is first made against **you** and/or the **insured person** during the **period of insurance** and notified to **us** during either the **period of insurance** or the **extended notification period**, and for which cover is not provided under **your** general public and products liability insurance.

### 8. Entity Crisis Cover

**We** agree to pay on **your** behalf any **crisis loss** which **you** incur by reason of a **crisis** which first occurs during the period of insurance and is notified to **us** during either the **period of insurance** or the **extended notification period** in the course of **your** operations that would otherwise be covered by the **policy**.

## Limit of liability and excess applicable to the policy

- We** shall not be liable under the **policy** to pay any more than the amount of the **aggregate policy limit** in respect of the aggregate of all payments that **we** would otherwise be liable to make under the **policy**.
- Subject to the **aggregate policy limit**, the total amount payable under each of Insuring clauses 1 to 8 and each applicable **automatic extension** including all amounts payable in respect of all **loss, claims, defence costs, crisis loss** and penalties shall not exceed the **aggregate limit of liability** stated in the **certificate of insurance** as applying to that particular **insuring clause** or to the relevant **insuring clause** applicable to the particular **automatic extension** unless the **automatic extension** expressly provides otherwise.
- Except as provided for in Automatic extension 34 - Dedicated excess limit of liability for Insured person and subject to the **aggregate policy limit** and the applicable **aggregate limit of liability** unless **we** state otherwise in writing, the total amount payable by **us** under each **insuring clause** of the **policy** and any **automatic extension** shall not exceed the **limit of liability** in respect of any one **claim** stated in the **certificate of insurance** as applying to that particular **insuring clause** or to the relevant **insuring clause** applicable to the particular **automatic extension** unless the **automatic extension** expressly provides otherwise. Such **limit of liability** forms part of and is not in addition to the relevant **aggregate limit of liability** and **aggregate policy limit** shown in the **certificate of insurance**.
- Where more than one **insuring clause** covers any **claim** or **loss** then only one **insuring clause** shall apply. The **insuring clause** including the applicable **limit of liability** and **aggregate limit of liability** which in that event shall apply shall be the **insuring clause** which first appears in the following order:
  - Insuring clause 1 - Entity Liability;
  - Insuring clause 2 - Directors and Officers Liability;
  - Insuring clause 3 - Entity Reimbursement;
  - Insuring clause 4 - Employment Practices Liability;
  - Insuring clause 5 - Trustees Liability;
  - Insuring clause 6 - Statutory Liability;
  - Insuring clause 7 - Internet Liability;
  - Insuring clause 8 - Entity Crisis Cover.
- If an **excess** is shown in the **certificate of insurance** in respect of the applicable **insuring clause** and **automatic extension**, then subject to all of the terms and conditions of the **policy** including the applicable **limit of liability, aggregate limit of liability** and **aggregate policy limit, we** shall only be liable for amounts otherwise covered by the **policy** exceeding that **excess**.
- Should any one **wrongful act, trustee responsibility breach** or **employment practice breach** result in more than one **claim** being made against **you** or an **insured person** only one **excess** will apply. This **excess** will be the highest of any **excess** noted in the **certificate of insurance** which applies to any relevant **insuring clause** or **automatic extension** under which cover is available in respect of those **claims**.

7. With respect to Automatic extension 28 - Employee fidelity, 29 - Third party fidelity and 30 - fidelity investigation expenses, a series of related, repeated or continuous **dishonest acts** shall be treated as giving rise to a single **direct financial loss** and, as such, a single **excess** is payable.
8. In the event of a **claim** being based on separate, different or additional **wrongful acts, trustee responsibility breaches** or **employment practice breaches** then the applicable **excess** shall apply in respect of each **wrongful act, trustee responsibility breach** or **employment practice breach**.
9. **Defence costs** are subject to the **excess** applicable to each selected **insuring clause** or **automatic extension** under which they are otherwise covered.
10. All **claims** arising from:
- a single **wrongful act, trustee responsibility breach** or **employment practice breach** of the **insured** or an **insured person**;
  - multiple but interrelated **wrongful acts, trustee responsibility breaches** or **employment practice breaches** of the **insured** or an **insured person**; or
  - **wrongful acts, trustee responsibility breaches** or **employment practice breaches** of the **insured** or an **insured person** which arise from the same or a related source;
- shall be deemed one **claim** and such **claim** shall be deemed to have been made at the time when the earliest of the **claims** was first made against **you** or an **insured person**.
11. **You** will be responsible for the first 20% of each **crisis loss** in respect of **Insuring clause 8 - Entity Crisis Cover**, such amount not exceeding \$5,000 or such other maximum **excess** for this coverage as shown in the **certificate of insurance**. All interrelated crises shall be deemed as one and the same **crisis** and also deemed to have occurred at the earliest time of the first **crisis**.

## Automatic extensions applicable to the *policy*

### 1. Advancement of Defence costs

**We** agree that, in relation to any **claim** for which indemnity may be provided under this **policy**, **we** will pay **defence costs**:

- Where **we** have confirmed indemnity based on our assessment of the **claim** or the findings from an independent review **we** may reasonably require, **we** will pay the **defence costs** as they are incurred; or
- Where **we** have not confirmed indemnity, and **we** elect not to take over and conduct the defence or settlement of any **claim**, **we** may, at our discretion, pay **defence costs** to which **we** have consented as they are incurred.

Excepting where **we** have consented to pay **defence costs** under b) above, **we** reserve the right to recover any **defence costs** paid under this extension from **you** to the extent that is established by final adjudication, that **you** were not entitled to under this **policy**.

### 2. Attendance at official investigations or inquiries

**We** will pay **defence costs** incurred with **our** prior consent by an **insured person** in attending any official **investigation**, examination, inquiry or other proceedings ordered or commissioned by any **official body** or institution, where the **insured person** is legally compelled by such body or institution to attend such **investigation**, examination, inquiry or proceeding and which involves an allegation of a **wrongful act** committed after the **retroactive date** and which would lead to a **claim** covered under the **policy**;

Provided always that:

- written notice requiring such attendance is received by the **insured person** during the **policy** period and is notified to **us** during either the **period of insurance** or the **extended notification period**; and
- the total amount **we** will pay under the **policy** for all **defence costs** covered pursuant to this extension is sub-limited to \$500,000 in the aggregate. This sub-limit forms part of and is not in addition to the **aggregate policy limit** and the **limit of liability** and the **aggregate limit of liability** applicable to any **insuring clause** under which cover is available.

### 3. Continuity of cover

In the absence of fraudulent non-disclosure or misrepresentation by **you** or an **insured person**, **we** will extend cover to **you** or an **insured person** under the **policy** for liability for **loss** to the extent it would be covered but for the existence of a **known circumstance** provided always that:

- **we** were the management liability or **directors** and **officers** liability insurers (however designated) of **you** and the **insured person** when **you** or the **insured person** first knew of such **known circumstance**;
- **we** continued without interruption to be the management liability or **directors & officers** liability insurers of **you** and the **insured person** since **you** or the **insured person** first knew of such **known circumstance** up until the time when the **policy** came into effect;

## The Policy: Management Liability Insurance (continued)

- had **we** been notified of the **known circumstance** when **you** or the **insured person** first knew or ought to have known of it, **you** or the **insured person** would have been covered under the **policy** in force at that time, but are not now covered by the **policy**;
- you and/or the **insured person** seeking indemnity under the **policy** would have been covered by the **policy**, but for the **known circumstance** exclusion; and
- the **claim** or **known circumstance** had not previously been notified to **us** or to any other insurer.

The **limit of liability we** provide under this **automatic extension** is the lesser available under the terms of the **policy** in force at the earlier time (as referred to in the first sub-paragraph of this clause) or that but for the **known circumstance** would apply under the **policy**. The terms of the **policy** otherwise apply and **we** may reduce **our** liability under the **policy** to the extent of any prejudice **we** suffer in connection with the failure of **you** or the **insured person** to notify **us** at an earlier date of the **known circumstance**.

### 4. Court attendance costs

**We** agree to provide up to \$500 per day for court attendance costs incurred by an **insured person**, if the **insured person** is legally compelled to attend a civil proceeding as a witness in a **claim** which is covered under Insuring clause 2 - **Directors and Officers** Liability;

Provided always that:

the total amount **we** will pay under the **policy** under this **automatic extension** is sub-limited to \$100,000 in the aggregate. This sub-limit forms part of and is not in addition to the **aggregate policy limit** and the **limit of liability** and the **aggregate limit of liability** applicable to any **insuring clause** under which cover is available.

### 5. Deprivation of assets expenses

**We** agree to extend cover under the **policy** by including **deprivation of assets expenses** arising from any **claim** covered by the **policy**;

Provided always that:

the total amount **we** will pay under the **policy** under this **automatic extension** is sub-limited to \$20,000 in the aggregate. This sub-limit forms part of and is not in addition to the **aggregate policy limit** and the **limit of liability** and the **aggregate limit of liability** applicable to any **insuring clause** under which cover is available.

### 6. Dishonesty of others

Notwithstanding Exclusion 5 - fraud and dishonesty, **we** will extend cover to an **insured person** for liability for **loss** to the extent it would be otherwise covered under the **policy** provided always that:

- the **insured person** seeking cover pursuant to this **automatic extension**, did not engage in, permit, knowingly assist or condone such dishonest, fraudulent, malicious or illegal act or failure to act;
- the indemnity does not extend to **loss of property, money, bearer bonds, coupons, stamps, bank notes, currency notes or negotiable instruments of any kind** belonging to

the **insured person** or for damage to **property** for which the **insured person** is legally responsible;

- the **loss** sustained is not in consequence of any act or failure to act occurring after the **insured person** seeking cover pursuant to this **automatic extension** acquired reasonable cause for suspicion of dishonest, fraudulent, malicious or illegal conduct on the part of the defaulting **insured person** concerned and had the opportunity to act on the available information; and
- indemnity is not provided to the **insured person** which committed the dishonest, fraudulent, malicious or illegal conduct.

### 7. Estate, heirs and legal representatives

The estates, heirs or legal representatives of any deceased or incompetent **insured person** shall be indemnified in respect of liabilities of that **insured person** covered by the **policy** provided always that any such indemnity shall be subject to all the terms and conditions of the **policy** in so far as they are applicable.

### 8. Extended claim and reporting period

If **we** refuse at expiry of this insurance to offer any renewal terms and conditions, **you** and any **insured person**, shall jointly (but not separately) have the right to request prior to the expiry of the **period of insurance** and upon payment of an amount equal to 100% of the total expiring annual premium stated in the **certificate of insurance** to an **endorsement** to the **policy** providing for:

- an extension of the **extended notification period** to a period being the period of twelve (12) months immediately following the expiry of the **period of insurance**; and
- any **claim** made and reported to **us** during this endorsed **extended notification period** being deemed to have been made and reported to **us** immediately prior to the expiry of the **period of insurance** provided that the **claim** arises out of a **wrongful act, trustee responsibility breach** or **employment practice breach** which occurred prior to the expiry of the **period of insurance** and there is no cover for any **claim** arising out of a **wrongful act, trustee responsibility breach** or **employment practice breach** which occurred after the expiry of the **period of insurance**.

### 9. Insured versus insured cover

Notwithstanding Exclusion 11 - Insured versus insured, **we** will extend cover otherwise available under the **policy** to any individual **director** or **officer** in respect of the following:

- a **claim** for contribution or indemnity by another **director** or **officer** in respect of a liability for **loss** which is covered under Insuring clause 2 - **Directors and Officers** Liability of this **policy**;
- a **claim** for contribution or indemnity by another **trustee** in respect of a liability for **loss** which is covered under Insuring clause 5 - **Trustees** Liability of this **policy**;
- any shareholder derivative action brought or maintained in his/her/its own right or on behalf of the **insured**, provided the shareholder was not a **director**,

## The Policy: Management Liability Insurance (continued)

- **officer** or a **trustee** at the time of any **wrongful act** or **trustee responsibility breach**;
- any derivative action brought or maintained by a liquidator, administrator, receiver or administrative receiver on behalf of the **insured**;
- any **claim** brought against the **director, officer** or **trustee** by any **regulatory authority** of competent jurisdiction on behalf of the **insured**; or
- a **claim** brought or maintained against the **director, officer** or **trustee** by another **director, officer** or **trustee** alleging an **employment practice breach** or **discrimination**, harassment or defamation but only if such conduct occurred in the performance of their duties as a **director, officer** or **trustee**;

Provided always that:

- the person or **organisation** bringing, making or controlling the **claim** acts without any prior direct or indirect solicitation or enticement of or with any other **director** or **officer** under the **policy** (other than co-operation legally required by any statutory or **regulatory authority**);
- the **claim** is not brought about by or contributed to by and does not involve industrial disputes (whether between the **insured** and **employees** or their union or otherwise), strike, picket, lock out, go slow or work to rule;
- the **claim** does not arise from any act or failure to act in respect of which liability for **loss** is covered by under another **insuring clause** or **automatic extension** of this **policy**;
- the **claim** does not arise as a result of any act or failure to act the subject of an exclusion in this **policy**; and
- a **claim** by reason of an **employment practice breach** is subject to the **limit of liability** for Insuring clause 4 - Employment Practices Liability stated in the **certificate of insurance**.

### 10. Joint venture cover

**We** agree to extend cover under the **policy** to an **insured person** in respect of any **claim** made against that insured person arising from any **joint venture** but cover shall not extend to any **claim** brought by or on behalf of any party to the **joint venture** or any **organisation** or trust established to conduct, control or manage such **joint venture**.

### 11. Occupational health and safety

Notwithstanding Exclusion 16 - personal injury and property damage, where **you** or a **director** or any **officer** are legally compelled by written notice received during the **period of insurance**, to attend any official **investigation**, examination, inquiry or other proceedings ordered or commissioned by any **official body** or institution alleging a breach of occupational health & safety laws of any State or Territory of Australia a law or regulation including dealing with industrial or workplace deaths; **we** agree to extend cover for any **defence costs** reasonably and necessarily incurred, with **our** prior written consent.

Provided always that:

- This **automatic extension** does not provide cover for any **claim** for **compensation** by an **employee** or any liability for a **loss** in respect of a **claim** otherwise excluded by the **policy**;
- the total amount **we** will pay under the **policy** under this **automatic extension** is sub-limited to \$1,000,000 in the aggregate. This sub-limit forms part of and is not in addition to the **aggregate policy limit** and the **limit of liability** and the **aggregate limit of liability** applicable to any **insuring clause** under which cover is available.

### 12. Directorships (non-profit organisation(s))

**We** agree to extend cover under the **policy** by including in the definition of **director** and **officer** any **director** or **officer** who is required to hold a position in the governing body of any non-profit **organisation** at **your** request prior to or during the **period of insurance**;

Provided always that:

- any **wrongful act** giving rise to a **claim** occurred before the **director** or **officer** ceased holding such position;
- cover pursuant to this **automatic extension** will not extend to any other **director** or **officer** (by whatever name called) of the **non-profit organisation** if they are not otherwise covered under the **policy**;
- no cover whatsoever is available to the **non-profit organisation** under the **policy**;
- for the purpose of applying Automatic extension 9 - insured versus insured cover, to the cover provided in this **automatic extension** and for no other purpose, the term '**insured**' will be deemed to include the **non-profit organisation**;
- the cover available by reason of this **automatic extension** shall only apply in excess of the indemnity available to the **director** or **officer** under the management liability or **directors** and **officers policy** (however designated) held by the **non-profit organisation** with another **insurer** covering the liability of that person; and
- where **we** have issued another insurance policy to the **non-profit organisation** providing similar coverage allowed under the **policy**, this **automatic extension** shall only apply in excess of such separate coverage.

### 13. Pollution defence costs

Notwithstanding Exclusion 20 - pollution, **we** will extend cover to include **defence costs** incurred in respect of any **claim** against **you** or any **director** or **officer** arising out of the discharge, dispersal, release or escape of **pollutants** in the course of **your** operations that would otherwise be covered by the **policy**;

Provided always that:

- the total amount **we** will pay under the **policy** under this **automatic extension** is sub-limited to \$1,000,000 in the aggregate. This sub-limit forms part of and is not in addition to the **aggregate policy limit** and the **limit of liability** and the **aggregate limit of liability** applicable to any **insuring clause** under which cover is available; and
- cover is not provided for any pollution occurring in the United States of America, the Dominion of Canada or the territories or protectorates of those Countries.

## The Policy: Management Liability Insurance (continued)

### 14. Preservation of indemnity

If an **insured person** is not able to obtain payment pursuant to a lawful right of indemnity from an **organisation** insured under the **policy** by reason only of the **organisation** having been placed in liquidation and such payment is in respect of a liability for **loss** that would otherwise be covered by Insuring clause 2 - Directors and Officers Liability, then **we** will extend cover under Insuring clause 2 - Directors and Officers Liability to that **insured person**, provided the burden of furnishing satisfactory proof to obtain the benefit of this **automatic extension** shall rest entirely with the **insured person**.

### 15. Retirement cover for insured persons

If **you** do not renew the **policy** or do not replace it with any other insurance providing coverage similar to that provided under Insuring clause 2 - Directors and Officers Liability and do not purchase an extension to the **extended notification period** pursuant to Automatic extension 8 - extended claim and reporting period, then any **insured person** who retired from all employment or office prior to expiry of the **period of insurance** shall but only in respect of a **claim** against them be entitled under this **automatic extension** to:

- an extension of the **extended notification period** to a period being the period of 84 months immediately following the expiry of the **period of insurance**; and
- any such **claim** made and reported to **us** during this extended of the **extended notification period** shall be deemed to have been made and reported to **us** immediately prior to the expiry of the **period of insurance** provided always that the **claim** arises out of a **wrongful act**, or **employment practice breach** which occurred prior to the date of their retirement and there is no cover for any **claim** arising out of a **wrongful act**, or **employment practice breach** which occurred after the date of their retirement.

This **automatic extension** confers no entitlement or benefit on **you** or any other **insured person**.

### 16. Prosecution costs

**We** will pay **prosecution costs** incurred with our previous written consent on behalf of an **insured person** in connection with a **claim** which first occurs and is notified to **us** during the **period of insurance**. The total amount **we** will pay under this **automatic extension** is sub-limited to \$50,000.

**We** will pay **prosecution costs** incurred with our previous written consent on behalf of an **Insured Person** in connection with a **claim** which first occurs and is notified to **us** during the **period of insurance**. The total amount **we** will pay under this **automatic extension** is sub-limited to \$50,000. This sub-limit forms part of and is not in addition to the **aggregate policy limit** and the **limit of liability** and the **aggregate limit of liability** applicable to any **insuring clause** under which cover is available.

### 17. Runoff cover for subsidiary organisations

In the event that a **subsidiary organisation** ceases to be a **subsidiary organisation** during the **period of insurance**, then the **policy** shall continue to apply with respect to any **claim** made against such **subsidiary organisation** and any **insured person** during the **period of insurance**; of such **subsidiary organisation** and notified to **us** during the **period of insurance** or the **extended notification period**.

Provided always that:

- cover is only provided in respect of any **wrongful act** or **employment practice breach** committed prior to the date such entity ceased to be a **subsidiary organisation** and committed during the time such entity was a **subsidiary organisation**;
- cover is only provided for any **direct financial loss** resulting from **dishonest acts** committed prior to the date such entity ceased to be a **subsidiary organisation** and committed during the time such entity was a **subsidiary organisation** or otherwise covered by this **policy**;
- cover is not provided for any **wrongful act** or **employment practice breach** preceding the **retroactive date** shown in the **certificate of insurance**.

### 18. Runoff cover for outside directorships

In the event that an **insured person** ceases to act as an **outside director** of an **outside entity** at any time prior to or during the **period of insurance**, then the **policy** shall continue to apply with respect to any **claim** first made against such **insured person** and notified to **us** during the **period of insurance** or the **extended notification period** (if applicable);

Provided always that:

- cover is only provided with respect to **wrongful act** or **employment practice breach** committed prior to the date such person ceased to be an **outside director** of such **outside entity** and committed during the time such person was an **outside director** of such **outside entity**;
- cover is not provided for any **wrongful act** or **employment practice breach** preceding the **retroactive date** shown in the **certificate of insurance**.

### 19. Spousal liability cover

**We** agree to pay on behalf of the lawful spouse of an **insured person** their liability for all **loss** as a result of an alleged **wrongful act**;

Provided always that **we** shall only indemnify the spouse in respect of **loss** arising from any **claim**:

- arising from a **claim** made against the lawful spouse only because they are the lawful spouse of the **insured person**;
- which is not brought by reason of the lawful spouse being knowingly or recklessly party to or involved in any **wrongful act**; and
- relating to **property** either jointly held by the **insured person** and their lawful spouse, or transferred by that **insured person** to their lawful spouse for legitimate purposes only.

Where a conflict arises between this **automatic extension** and Exclusion 11 - Insured versus Insured of the **policy**, the provisions of this **automatic extension** shall prevail.

### 20. Waiver of excess

No **excess** shall apply or **we** agree to reimburse an **insured person** for any payments made within the **excess**, in relation to a **claim** where final judgement is obtained and no **insured person** is liable in respect of that **claim** provided always that this **automatic extension** does not apply to any **claim** that is settled prior to such final judgement being obtained.

## The Policy: Management Liability Insurance (continued)

### 21. Reinstatement in the event of a recovery

Any amounts recovered by **us** (net of **our** reasonable expenses associated with such recovery) following a paid **claim** under the **policy** shall proportionally reduce the impairment of the **limit of liability**.

### 22. Emergency defence costs

If it is not possible for the **insured** to obtain **our** consent prior to incurring **defence costs** for a **claim** covered under this **policy**, **we** will waive the requirement of prior consent provided **our** consent is obtained within thirty (30) days of the first of such **defence costs** being incurred.

Provided always that:

the total amount **we** will pay under the **policy** under this **automatic extension** is sub-limited to \$100,000 in the aggregate. This sub-limit forms part of and is not in addition to the **aggregate policy limit** and the **limit of liability** and the **aggregate limit of liability** applicable to any **insuring clause** under which cover is available.

### 23. Civil or bail bond expenses

**We** agree to pay on behalf of an **insured person, civil or bail bond expenses** incurred by an **insured person** during the **period of insurance** in connection with a **claim** that is covered under the **policy**.

Provided always that:

the total amount **we** will pay under the **policy** under this **automatic extension** is sub-limited to \$250,000 in the aggregate. This sub-limit forms part of and is not in addition to the **aggregate policy limit** and the **limit of liability** and the **aggregate limit of liability** applicable to any **insuring clause** under which cover is available.

### 24. Third party discrimination and sexual harassment

**We** will indemnify **you** or an **insured person** for liability for **loss** arising out of any **third party claim** alleging any **third party discrimination** or **third party sexual harassment**, which **third party claim** is first made against **you** or an **insured person** during the **period of insurance** and notified to **us** during either the **period of insurance** or the **extended notification period**.

Provided always that:

the total amount **we** will pay under the **policy** under this **automatic extension** is sub-limited to \$1,000,000 in the aggregate. This sub-limit forms part of and is not in addition to the **aggregate policy limit** and the **limit of liability** and the **aggregate limit of liability** applicable to any **insuring clause** under which cover is available. The **policy excess** applicable to Insuring clause 4 - Employment Practices Liability will apply for any **claim** made under this **automatic extension**.

### 25. Current outside directorships

(including non-profit organisations)

Where a **director** or **officer** holds an **outside directorship** with **your** permission at the commencement of the **period of insurance** in any **outside entity** named in the **certificate of insurance**, or any non-profit organisation associated to the **outside entity**, **we** will extend cover to that **director** or **officer** of the **outside entity** or **non-profit organisation**

under Insuring clause 2 – Directors and Officers Liability and to you under Insuring clause 3 – Entity Reimbursement;

Provided always that:

- cover is not be provided for any **wrongful act** preceding the **retroactive date** shown in the **certificate of insurance**;
- cover will not extend to any **director** or **officer** (by whatever name called) of the **outside entity** who is not also an **insured person** under this **policy**;
- no indemnity whatsoever is available to the said **outside entity** or **non-profit organisation** under this **policy**;
- the cover available by reason of this **automatic extension** shall only apply in **excess** of the indemnity available to the **director** or **officer** under the management liability **policy** (however designated) held by the **non-profit organisation** with another **insurer** covering the liability of that person; and
- this **automatic extension** shall only apply where there is no other insurance issued by **us** to the said **outside entity**.

**We** will extend the indemnity granted by this **automatic extension** to any **director** or **officer** entering into such an **outside directorship** with **your** permission during the currency of the **policy** for an initial period being the period of sixty (60) days from the commencement date of any such appointment or until the expiry of the **policy** whichever is shorter; and **we** will maintain such coverage beyond this initial period where:

- such **outside directorship** is reported to **us** within sixty (60) days after it is effected; and
- we** confirm continuation of the interim cover for such **outside directorship**, by **endorsement** of this **policy**.

### 26. Run-off after merger or consolidation

If the **insured** merges or is consolidated with or becomes the subsidiary of another incorporated **organisation**, or sells all or substantially all its assets to another incorporated **organisation**, the **insured** and all **insured persons** shall have jointly (but not separately) the option to:

- an extension of the **extended notification period** to a period being period of twelve (12) months immediately following the expiry of the **period of insurance**; and
- any such **claim** made and reported to **us** during this **extended notification period** shall be deemed to have been made and reported to **us** immediately prior to the expiry of the **period of insurance** provided always that the **claim** arises out of a **wrongful act**, or **employment practice breach** which occurred prior to the date of such merger, consolidation or sale and there is no cover for any **claim** arising out of a **wrongful act**, or **employment practice breach** which occurred after the date of such merger, consolidation or sale.

Provided always that:

- the right to this **automatic extension** is exercised in writing prior to the expiry of the **period of insurance**;
- there has been and is no **known circumstance** or **claim** against any **insured** or **insured** person to which the **policy** may respond;
- you agree to pay each year the premium **we** require; and
- in the event this **automatic extension** is exercised, Automatic extension 8 - extended **claim** and reporting period will not apply.

## The Policy: Management Liability Insurance (continued)

### 27. Personal injury cover for trustees

Notwithstanding Exclusion 16 - Personal injury and property damage, insuring clause 5 - Trustees Liability extends to cover liabilities for **personal injury** incurred by a **trustee** including involuntary defamation, libel or slander in the course of the administration of the **trust**;

Provided always that:

- this cover has not been provided by a general public and products liability insurance policy purchased by the **trustee**;
- the total amount **we** will pay under the **policy** under this **automatic extension** is sub-limited to \$1,000,000 in the aggregate. This sub-limit forms part of and is not in addition to the **aggregate policy limit** and the **limit of liability** and the **aggregate limit of liability** applicable to any **insuring clause** under which cover is available.

### 28. Employee fidelity

**We** will indemnify **you** for liability for any **direct financial loss** caused by an **employee** committing a **dishonest act** against **you**, first **discovered** during the **period of insurance** and notified to us during the **period of insurance**.

Provided always that:

the total amount **we** will pay under this **automatic extension** shall not exceed the amount of the Employee Fidelity sub-limit specified in the **certificate of insurance**. This sub-limit forms part of and is not in addition to the **aggregate policy limit** and the **limit of liability** and the **aggregate limit of liability** applicable to any **insuring clause** under which cover is available.

### 29. Third party fidelity

**We** will indemnify **you** for liability for any **direct financial loss** caused by a **third party** committing a **dishonest act** against the **insured**, first **discovered** during the **period of insurance**.

For the avoidance of doubt **we** will indemnify **you** for any **direct financial loss** as the direct result of **social engineering fraud**, which is first discovered and notified to **us** during the **period of insurance**.

Provided always that:

the total amount **we** will pay under this **automatic extension** shall not exceed the amount of the **third party** fidelity sub-limit specified in **certificate of insurance**. If no sub-limit is shown in the **certificate of insurance** then the maximum payable under this **automatic extension** is \$25,000. This sub-limit forms part of and is not in addition to the **aggregate policy limit** and the **limit of liability** and the **aggregate limit of liability** applicable to any **insuring clause** under which cover is available.

### 30. Fidelity investigation expenses

**We** will pay any reasonable expenses incurred by **you** with **our** written consent for the purposes of establishing the existence and amount of the **direct financial loss** covered under Automatic extension 28 - **Employee** fidelity and 29 - **third party** fidelity of this **policy**.

For sake of clarity reasonable costs payable under this **automatic extension** shall not include wages, salaries, time costs and expenses or other remuneration of any **insured person**, or the time or expenses incurred by **your clients**.

The total amount **we** will pay under this **automatic extension** is sub-limited to \$25,000 in the aggregate. This sub-limit forms part of and is not in addition to the **aggregate policy limit** and the **limit of liability** and the **aggregate limit of liability** applicable to any **insuring clause** under which cover is available. No **excess** shall apply to this **automatic extension**.

### 31. Data Rreproduction expenses

**We** will pay any reasonable expenses incurred by **you** with **our** written consent reasonable costs to reproduce or duplicate damaged or destroyed **electronic data** or computer programs directly arising from any **direct financial loss** covered under Automatic extension 28 - Employee fidelity and 29 - Third party fidelity of this **policy**.

If such **electronic data** or computer programs cannot be duplicated from other **electronic data** or computer programs then **we** will pay any reasonable expenses incurred by **you** with **our** written consent for reasonable costs incurred to purchase the replacement computer program software, or if it cannot be purchased, for the time taken for computer programmers, technical experts or consultants to restore such **electronic data** or computer programs to substantially the same level of operational capability existing immediately before the covered **loss**.

The total amount **we** will pay under this **automatic extension** is sub-limited to \$25,000 in the aggregate. This sub-limit forms part of and is not in addition to the **aggregate policy limit** and the **limit of liability** and the **aggregate limit of liability** applicable to any **insuring clause** under which cover is available. No **excess** shall apply to this **automatic extension**.

### 32. Identity fraud expenses

**We** will pay any reasonable **identity fraud expenses** incurred by **you** with **our** written consent if any party other than the **insured** enters into any agreement with any **third party** fraudulently representing themselves as the **insured**, then **we** shall pay **identity fraud expenses**.

The total amount **we** will pay under this **automatic extension** is sub-limited to \$25,000 in the aggregate. This sub-limit forms part of and is not in addition to the **aggregate policy limit** and the **limit of liability** and the **aggregate limit of liability** applicable to any **insuring clause** under which cover is available. No **excess** shall apply to this **automatic extension**.

### 33. Public relations expenses

**We** agree to pay any reasonable and necessary **public relations expenses** incurred by **you** or an **insured person** against which or whom a **claim** is made and which is covered by the **policy**.

The total amount **we** will pay under this **automatic extension** is sub-limited to \$100,000 in the aggregate. This sub-limit forms part of and is not in addition to the **aggregate policy limit** and the **limit of liability** and the **aggregate limit of liability** applicable to any **insuring clause** under which cover is available. No **excess** shall apply to this **automatic extension**.

---

## The Policy: Management Liability Insurance (continued)

### 34. Dedicated excess limit of liability for insured person

Insuring clauses 2, 3 and 4 are extended as follows:

In the event that the **limit of liability** and the **aggregate limit of liability** applicable to any **insuring clause** and all other indemnification available to an **insured person** is exhausted (including but not limited to by **you** or an **outside entity**) and any other insurance (including any **policy** taken out on behalf of or for the benefit of the **insured person**, including policies specifically **excess** of this **policy**) in respect of such **loss** resulting from a **claim** for a **wrongful act**, **we** will pay on behalf of any **insured person**, loss up to \$1,000,000

The **aggregate limit of liability** of the **insurer** under this **automatic extension** will not exceed during the **period of insurance**:

- \$1,000,000 in the aggregate for each **insured person**, and
- The **aggregate policy limit** specified in the **certificate of insurance** for all **loss** paid on behalf of all **insured persons**.

The cover under this **automatic extension** is in addition to, and not part of, the **limit of liability** under the **policy**. However, in respect of any sub-limit, this **automatic extension** does not operate until exhaustion of the **limit of liability**. No **excess** shall apply to this cover. Further, **we** agree that this **automatic extension** cannot be cancelled by **you**.

### 35. Tax audit

**We** will refund you for **professional fees** incurred by **you** following completion of a **tax audit** and/or in connection with such **tax audit** first commenced and notified to **us** during the **period of insurance**, provided you:

- lodged any taxation and other returns for the period that is the subject of the **tax audit** and have paid all
- taxes within 90 day of the time limits prescribed by relevant legislation, or if an extension is granted by
- the Commissioner of Taxation, within the further period granted; and
- have made full and complete declarations of all relevant liabilities, income and capital gains derived by **you** and of all Commonwealth, State or Territory taxation liabilities due to be paid or remitted by **you** during the audited period, and of all deductions including capital losses or other amounts claimed by **you** in respect of the same period; and
- respond to letters, requests and enquiries from the **auditor** within a reasonable time.

For the purpose of this **automatic extension**, the **tax audit** commences at the time you or your accountant or other financial adviser, **registered tax agent** or legal adviser first receive notice that an **auditor** proposes to conduct a **tax audit** and is completed at the earliest of the following times;

- the **auditor** has given written notice to that effect; or
- the **auditor** notifies **you** that they have made a concluded decision; or
- the **auditor** has issued an assessment or an amended assessment of **your** returns; or
- in the absence of any of the above, where **you** declare in writing that such a **tax audit** has been concluded.

The total amount **we** will pay under this **automatic extension** is sub-limited to the amount specified in the **certificate of insurance**. This sublimit forms part of and is not in addition to the **aggregate policy limit** and the **limit of liability** and the **aggregate limit of liability** applicable to any **insuring clause** under which cover is available. No **excess** shall apply to this **automatic extension**.

### 36. Free legal consultation

During the **period of insurance** the **insured** is entitled to up to two (2) hours free legal advice from the appointed firm and nominated practitioner as prescribed by us, on any matter relating to the **insured's** professional **business**.

This **automatic extension** is subject to the following:

- the legal advice will be of a general nature;
- any unused hours or consultations cannot be aggregated from one **period of insurance** to another;
- **we** reserve the right to change the appointed firm or nominated practitioner at any time. These changes will be notified to the **insured** upon request;
- the **insured** may not seek legal advice on this **policy** or other indemnity issues concerning insurance policies issued by **us** under this **automatic extension**.

## Exclusions applicable to the policy

The **policy** does not cover, and **we** are not required to make any payment in respect of, any **loss**, **crisis loss** or **claim** directly or indirectly arising out of, attributable to or in connection with:

### 1. Asbestos

Asbestos or asbestos products or materials in any form or quantity or for defending any **claim** for such actual or alleged liability.

### 2. Breach of professional duty

- The rendering or failure to render professional services and/or professional advice to a **third party**; or
- a breach or alleged breach of any contract or duty for the provision of such professional services and/or professional advice;

provided always that this exclusion does not apply to such professional services or professional advice provided by an **insured person** in their capacity as **director, officer or trustee** and in circumstances where such professional services or professional advice is provided to the **insured** and not to **third parties** in the course of the **your** professional **business**.

### 3. Cyber-attack liability

The incidence of a **cyber attack**.

### 4. Contractual liability

(not applicable to Insuring clause 2)

Any actual or alleged liability assumed by the **insured** or an **insured person** under any contract, warranty or guarantee, except to the extent such liability would attach to such party in the absence of such contract, warranty or guarantee. Other than in respect of a warranty or guarantee, this exclusion does not apply to employment contracts.

### 5. Fraud and Dishonesty

- Any dishonest, fraudulent, criminal or malicious act or failure to act;
- an act committed with the intention of causing harm or **loss** of any kind or conduct intended to mislead or deceive a claimant;
- any act or failure to act committed with a reckless disregard for the consequences of such act or failure to act;
- the condoning of acts or failure to act of the type referred to in this clause;
- any deliberate breach of any statute or regulation;
- improperly benefiting from **securities** transactions as a result of information that was not available to other sellers and/or purchasers of such **securities**; or
- gaining an illegal advantage;

by **you** or any person seeking the benefit of the **policy**; provided always that this exclusion shall not apply to cover provided to **you** or an innocent **insured person** under Automatic extension 6 - Dishonesty of others.

This exclusion will only apply where the conduct in question has been established by admission, court judgment or other final adjudication. No fact pertaining to conduct of, or knowledge possessed by, an **insured person** will be imputed to any other **insured person** to determine whether any part of this exclusion applies.

Automatic extension 2 - attendance at official **investigations** or inquiries or Automatic extension 11 - occupational health and safety.

### 6. Employment liability

Any **claim** by an **employee** arising from

- The employment of any person by you;
- any employment dispute; or
- leave, worker's compensation, disability benefits, unemployment benefits, redundancy or severance payments, retirement benefits, social security benefits, superannuation benefits, **employee** underpayment or any similar employment obligations,

other than as provided under Insuring clause 4 – Employment Practice Liability.

### 7. Failure of investments

The failure of **your** investments or investments to perform to expectations, except where the failure is a direct result of a **wrongful act** unconnected with the performance of the investments and not otherwise excluded under this **policy**.

### 8. Financial institutions

**Your** operation of or involvement in the conduct of any merchant or investment bank, building society, credit union, finance company, insurance or reinsurance company, mortgage bank, savings or loan association, stock broker, fund manager, asset management company, superannuation fund or banking **business** as defined in the Banking Act 1959 (Cth.).

### 9. Fines and penalties

- Any fine and/or **penalty** imposed by law;
- punitive, exemplary or aggravated or multiple damages;
- income tax and other fiscal taxes and duties or any surcharges/penalties applicable;

provided that this exclusion will not apply to cover provided under Insuring clause 6 - Statutory Liability other than if the **penalty** is attributable to any circumstances of which **you** or the **insured person** were aware that may give rise to the imposition of a **penalty** and steps could have been taken after such awareness to avoid any liability to have a **penalty** imposed.

---

## The Policy: Management Liability Insurance (continued)

### 10. Insolvency and change of ownership

Any act, error or failure to act which:

- whether actual or alleged would constitute insolvent trading contrary to the Corporations Act 2001 (Cth.) as amended or replaced;
- occurs after **you** enter liquidation, administration, receivership or any other insolvent administration; or
- occurs after any other entity acquires a majority or controlling interest in **your organisation**.

### 11. Insured versus insured

Any **claim** brought by **you**, or on **your** behalf, against any insured person or their estates, heirs, representatives, successors or assigns or brought by any **insured person** against **you** or any other **insured person**, other than as provided in Automatic extension 9 - Insured versus cover of the **policy**.

### 12. Internet Technology Hazards Exclusion

Any losses arising, directly or indirectly, out of, or in any way involving the

- a) use or design of computer systems or programs by the **insured** other than liability arising out of normal, everyday use of the internet for email, intranet and associated activity, or arising out of any material on the **insured's** website in support of the **insureds** product or service.
- b) **Property** damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, though or in connection with:
  - i. The use of any computer hardware or software.
  - ii. The provision of computer or telecommunications services by or on behalf of the insured.
  - iii. The use of computer hardware or software of any third party, whether authorised or unauthorised, including any damage caused by any computer virus.

Nothing in this exclusion shall be construed to extend coverage under the **policy** to and liability which would not have been covered in its absence.

### 13. Intellectual property rights

Any actual or alleged plagiarism, misappropriation, infringement or violation of copyright, patent, trademark, trade secret or any other intellectual property rights, provided that this exclusion shall only apply to the cover provided to **you** under Insuring clause 1 - Entity Liability.

### 14. Known claims or prior acts

- Any **wrongful act, trustee responsibility breach** or **employment practice breach** occurring prior to the **retroactive date** applicable to each of Insuring clauses 1 to 8;
- any **known circumstance**; or

- facts or circumstances which were notified to **your** insurer under the provisions of any insurance policy in force prior to the commencement of the **policy**.

### 15. Lawful compliance

Any liability in respect of which **we** are legally prohibited from indemnifying **you** or an **insured person** under the laws of Australia or any other country in which a **claim** arises.

### 16. Lotteries

Any **claim**, loss, investigation, loss or damage to documents or **costs** and expenses arising from or attributable to: any contest, lottery, promotional game or other game of chance whatsoever organised, offered, held by or promoted by or on behalf of **you**.

### 17. North American operations

Operations located in the United States of America, the Dominion of Canada or the territories or protectorates of those countries.

### 18. Nuclear risks

Caused by, contributed by, resulting from or otherwise in connect with:

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### 19. Personal injury and property damage

- **Personal injury** or death of or harassment of or **discrimination** against any person; or
- **property damage** or the sale, supply, storage or manufacture of goods of any kind;

provided that this exclusion does not apply to the cover provided by Insuring clause 4 - Employment Practices or Liability and Automatic extension 24 - Third party discrimination and sexual harassment.

### 20. Pollution

- The discharge, dispersal, release or escape of **pollutants**; or
- the cost of removing, nullifying or cleaning up **pollutants**; or
- the cost of preventing the escape of **pollutants**.

Provided that exclusion shall not apply to the Automatic extension 13 - Pollution defence costs.

---

## The Policy: Management Liability Insurance (continued)

### 21. Product liability and product recall

- The manufacture, distribution and/or sale of products by or on behalf of the **insured**; or
- the recall of any products manufactured, distributed and/ or sold by or on behalf of the **insured**.

### 22. Property use or ownership

- Land, buildings, machinery and other fixed assets; or
- aircraft, watercraft or vehicle of any kind.

### 23. Prospectus liability and securities

The offer, issue, sale, purchase or transfer of **your securities** or the making of any representation for or in connection with such **securities** or any public or private offering of **securities**.

### 24. Royalties and fees

Any liability to any writer, lyricist, artist or any person, or such person's heirs or assigns, seeking recovery of profits, royalties, fees or any other amounts whatsoever alleged to be due;

or any **claim** by such person against **you** alleging excessive or unwarranted fees, compensation, or whatsoever charges of any kind imposed or attempted to be imposed by an **you**.

### 25. Sexual abuse

Any actual or alleged act of **sexual abuse**, provided this exclusion shall not apply to any alleged sexual harassment in connection with an **employment practice breach**.

### 26. Spam

Any unsolicited electronic dissemination of emails or other communications to multiple actual or prospective customers by the **insured** or any other **third party**, including actual or alleged violations of the Spam Act 2003 (Cth), taking into account amendments within the Competition and Consumer Act 2010 (Cth), or any other federal, state or foreign anti-spam statute or federal, state or foreign statute, law, ordinance or regulation that prohibits or limits the sending, transmitting, communication or distribution of material or information in any foreign jurisdiction.

### 27. Subsidiaries and related entity claims

Any **claim** brought by or on behalf of:

- an **organisation** or entity which is a **subsidiary organisation**; or
- an **outside entity** where the **claim** is made against **you** upon direct or indirect solicitation or enticement by an **insured person** occupying a directorship position on the board of such **outside entity**.

### 28. Superannuation benefits

- The payment or denial of any **superannuation benefit**, to a beneficiary of a Fund, other than in respect to **defence costs** of the **trustee**.

### 29. Trade and administration transactions

Any **claim** based upon or in consequence of:

- any trading or **business** debt incurred by **you**; or
- the failure to collect contributions for any superannuation or pension fund or to remit such monies to any superannuation or pension fund.

### 30. Trade practices

Any actual or alleged violation of the Competition and Consumer Act 2010 (Cth.) or any State Fair Trading Acts of Australia or similar legislation in any other jurisdiction relating to:

- penal or criminal provisions; or
- provisions applying to business competition, unfair trade practices or tortious interference with any business or contractual relationships.

### 31. Trustees liability

Any liability as a **trustee** or the failure of the **organisation** to pay into, or collect contributions for, a fund or **trust** as required by law and/or a fund trust deed except as provided under Insuring clause 5 - Trustees Liability and Automatic extension 27 - Personal injury cover for **trustees**.

### 32. Waiver of rights

If **you** have agreed not to seek compensation from another person who is liable to compensate **you** for any **loss**, damage or liability which would have been covered by this **policy**, **we** will not cover **you** under this **policy** for that **loss**, damage or liability other than to the extent provided under any section of this **policy** or agreed by **us** in writing.

### 33. War and terrorism

- War, invasion, act of foreign enemy, hostilities or warlike activities operations (whether war is formally declared or not), civil war, insurrection, rebellion, civil uprising commotion assuming the proportions of or amounting to a popular rising, mutiny, military rising, military or usurped power, revolution;
- confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority, except to the extent that such an order arises as a result of any **wrongful act** committed by any **director** or **officer**; or
- any **terrorism act**, regardless of any other cause or event contributing concurrently or in any other sequence to the **loss**, or **crisis loss**, or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to a **terrorism act**.

---

## The Policy: Management Liability Insurance (continued)

### 34. Worldwide Punitive Damages Clause

Any punitive, exemplary, aggravated or multiplication of compensatory damages, imposed by a court of law or under any statute or government regulation.

### 35. Third party discrimination or sexual harassment

**Third party discrimination** or **third party sexual harassment**, other than as provided under Automatic extension 24 - Third party discrimination and sexual harassment.

### 36. Illegal copies of programs

Any **data** reproduction fees, costs or expenses claimed under Automatic extension 31 - **data** reproduction costs where the reconstitution of **data** is required as a result of an **insured person** knowingly using illegal copies of programs.

### 37. Communicable Disease

Contributed to by, or in connection with (in each case whether directly or indirectly):

- a) Highly pathogenic avian influenza in humans; or
- b) Any disease(s) determined to be a listed human disease pursuant to subsection 42(1) of the Biosecurity Act 2015 (Cth), or any subsequent amendment, replacement or successor legislation of the Commonwealth of Australia, including delegated legislation; or
- c) Any pandemic or epidemic, as declared as such by the World Health Organisation; or
- c) Any mutation of the diseases described in a) to b) inclusive.

including any fear or threat thereof (whether actual or perceived) or action taken by a competent public authority in controlling, preventing or suppressing such disease.

### 38. Additional exclusions applying to employment practices liability

In respect of the cover provided under Insuring clause 4 - Employment Practices Liability, the **policy** does not cover **loss** or make any payment in connection with any **claim** made against **you** or an **insured person** for or in respect of:

- a contract of employment alleged to be arsh, unconscionable or contrary to public interest;
- the seeking of relief in respect of a contract for service alleged to be unfair pursuant to the Fair Work Act 2009 (Cth) as amended or replaced, or similar industrial relations legislation in the other states or territories of the Commonwealth of Australia or in New Zealand;
- in relation to any workers' compensation or Occupational Health and Safety Acts or similar workplace legislation;
- for the cost of physical modifications to premises, plant or equipment owned or occupied by **you**;
- brought about by contributed to by or which involves industrial disputes (whether between the entity or the **insured persons** or between **employees** or their union

or generally), strike, picket, lockout, go slow or work to rule; or

- any amount which **you** are or an **insured person** is required to pay pursuant to a specific obligation imposed under a contract of employment, employment agreement, statute, award or otherwise.

### 39. Additional exclusions applying to employee fidelity and third party fidelity

**We** will not pay for loss consisting of or which arises from or in connection with:

- **direct financial loss** arising out of or in any way connected with any **dishonest acts** committed, in whole or part, outside of Australia or New Zealand.
- **direct financial loss**:
  - i. first **discovered** prior to the commencement of the **period of insurance**; or
  - ii. first **discovered** after the end of the **period of insurance**, or the **discovery period** if applicable; or
  - iii. in any way connected with any **employee** or **third party** from the time any **director** or **officer** (who is not in collusion with such **employee** or **third party**) had actual knowledge that the **employee** or **third party** had committed or was suspected of having committed any fraudulent or **dishonest act**, even if it does not constitute a **dishonest act** as defined; or
  - iv. caused by any **employee** if a **director** or **officer** possessed at any time knowledge of any act or acts of theft, fraud or dishonesty committed by such **employee** prior to employment by the **insured** provided the act(s) involved money, securities or property valued at \$10,000 or more, or such **director** or **officer** failed to make reasonable enquiries prior to employment of such **employee**.
- **direct financial loss** arising out of or in any way connected with any fraudulent or dishonest activities, or involving collusion by or complicity, of:
  - i. a **director** who at the time of the **dishonest act** owns or controls more than 5% of the issued share capital of the **insured**; or
  - ii. any shareholder who, at the time of committing such acts, had direct or indirect ownership of or control over more than 5% of the voting share capital of the **insured** or any of its subsidiaries or any associated **insured**.
- Any indirect or consequential loss of any nature, including but not limited to:
  - i. any **loss** of income (such as interest and dividends) not realised by the **insured** or any other person or **organisation**; or
  - ii. any **costs** incurred by the **insured** in re-writing or amending the **insured's** software programs or systems where such re-writing or amending is necessary to correct the programs or systems; or
  - iii. any contractual penalties incurred by the **insured**; or

## The Policy: Management Liability Insurance (continued)

- iv. any liability to a **third party**; or
  - v. any **costs**, fees or other expenses incurred by the **insured** in establishing a right under this **policy** (except as provided for under Claims Conditions and Procedures 12 - notification of **direct financial loss**); or
  - vi. any **costs**, fees or other expenses incurred by the insured in prosecuting or defending any demand, **claim** or legal proceeding resulting from a **direct financial loss** which is covered under this **policy**.
- **direct financial loss** the proof of which is dependent solely upon:
    - i. profit and loss computation; or
    - ii. a comparison of inventory records with an actual physical count.
- If, however, an **employee** is identified as having caused a **direct financial loss**, then inventory records and actual physical count of inventory can be submitted as partial evidence in support of proof of the **direct financial loss** as required by Claims Conditions and Procedures 12 Notification of Direct financial loss.
- **direct financial loss** arising out of or in any way connected with the accessing, use or dissemination of any confidential information including, but not limited to, proprietary information, trade secrets, computer programs, customer information, patents, trademarks, copyrights or processing methods.
  - **direct financial loss** arising out of or in any way connected with:
    - i. the voluntary giving or surrendering of **money**, securities or other **property** in any exchange or purchase, unless such **direct financial loss** is directly caused by **dishonest acts** committed; or
    - ii. the complete or partial non-payment or default under any credit arrangement including any payments made or withdrawals from any customer account involving items which are not finally paid for any reason; or
    - iii. any trading in **securities**, whether or not in the name of the **insured** and whether or not in a genuine or fictitious account; or
    - iv. the forgery or alteration or fraudulent use of any credit card, store card, fuel card or other form of credit issued by the **insured** to **employees**, unless the provisions, conditions and other terms under which such credit card, store card or fuel card issued have been fully complied with by the **insured**.
  - **any direct financial loss** occurring following forcible or violent entry to any premises occupied by an **insured** by any **third party** where such **third party** is acting alone and not in collusion with any **employee**.
  - any **direct financial loss** connected with the issuing and drawing of cheques, account withdrawals or funds transfers sustained by the **insured** by reason of the absence of or failure to have a clear segregation of duties and procedures in connection with the issuing and drawing of cheques, account withdrawals or fund transfers in excess of \$5,000 in value.

Such cheques, account transactions or fund transfers must be counter signed or authorised by another authorised officer who must, independently of the employee drawing the cheque, making account withdrawals or fund transfers, examine the supporting vouchers or requisitions or verify against an authorised payment list prepared and checked independently of the drawer of the cheque, or person making the account withdrawals or fund transfers.

- arising from **your** operation of or involvement in the conduct of any bank, building society, credit union, finance company, superannuation fund or banking business as defined in the Banking Act 1959 (Cth).
- fines, penalties compensation or damages including aggravated or exemplary damages for which the **insured** is legally liable.
- resulting or arising out of any cyber-attack or loss caused by a mechanical failure and/or programming error.
- damage or destruction of any land or buildings and/or fixtures and fittings thereon

#### 40. Exclusions applicable to tax audit

**Tax audit** does not cover, and **we** are not required to make any payment directly or indirectly arising out of, attributable to or in connection with:

- amended notices/additional tax/fine/legal costs.
- the amount of any tax or other payment due or imposed by any amended notice of assessment including:
  - i. primary tax; or
  - ii. additional tax, duty, government impost; or iii) fines, interest or **penalty** imposed;
- costs in legally pursuing or defending any legal action, proceeding or process in a court of law or tribunal against you which arise as a result of a **tax audit**.
- **APRA** audit or an audit conducted by **APRA**.
- all costs;
  - i. arising directly or indirectly from or in respect of any criminal prosecution arising as a result of a **tax audit**; or
  - ii. arising directly or indirectly from or in respect of any tax return lodged outside Australia, its states or territories;
  - iii. incurred, that should have been incurred or that ordinarily would have been incurred for work done prior to or as part of the preparation of **your** accounts, returns, taxation and financial records prior to the lodgement of the **your** returns, taxation and financial records or any document required by the relevant legislation in connection with your returns.
- any **tax audit** where a return has been prepared lodged or submitted dishonestly or fraudulently, and where the supporting documents have been falsely created or collected.
- prior circumstances
  - i. any **claim** for professional fees under this automatic extension arising from any circumstances known to

---

## The Policy: Management Liability Insurance (continued)

- you**, or any official, **employee**, or **volunteer** acting on **your** behalf, prior to the **period of insurance**; or
- ii. verbal or written notice of an impending **tax audit** given to **you**, or any person or agent acting on **your** behalf, prior to the **period of insurance**; or
- iii. a **tax audit** with a commencement date prior to the **period of insurance**.
- any **tax audit** where a return has been lodged on a date after the later of either:
  - i. 90 days after the lodgement date prescribed; or
  - ii. the date prescribed for lodgement by an authorised extension.
- any form of **managed investment**.
- professional fees which:
  - i. form part of an annual fixed fee or cost arrangement for taxation or accounting needs of **your** operations; or
  - ii. are incurred after the **tax audit** has been completed, including fees incurred in connection with any further review; or
  - iii. are ordinarily associated with the maintenance and upkeep of **your business** accounts, returns, taxation and financial records and the preparation prior to lodgement of accounts, returns, taxation and financial records as required by any relevant legislation.
- any routine enquiries, or enquiries from the **auditor**, which are not identified as being either preliminary to, or relating to a **tax audit** of a return.
- any **tax minimisation schemes**.

## Conditions applicable to the policy

### 1. Allocation of costs

If a **claim** or **loss** is covered only partly by the **policy**, and the parties are unable to agree upon an allocation between insured and uninsured portions, the allocation shall be referred for determination to a **senior counsel** (to be agreed upon or in default of agreement to be nominated by the Chair or President of the local Bar Council) whose determination shall be binding upon the parties and whose fee shall for the purpose of the **policy** be regarded as part of the **defence costs**. The allocation shall apply also to payments made before the determination.

Any allocation or advancement on account of any amount under this **policy** will not create any presumption with respect to the final allocation of a **claim** or **loss**.

### 2. Assignment

The **policy** cannot be assigned by **you** or any **insured person** entitled to indemnity under the **policy**.

### 3. Authorisation clause

The persons, entities or organisations named as the **insured** in the **certificate of insurance** agree to act on behalf of all other persons, entities or organisations insured by this **policy**, and each of those other persons, entities or organisations agree that the persons, entities or organisations named as the insured in the **certificate of insurance** may act on their behalf with respect to the giving and receiving of any notice of cancellation, the payment of premiums, the receiving of any return premiums that may become due and the acceptance of **endorsements** or other notices provided for; and **you** warrant that these individuals and entities have authorised **you** to act on their behalf.

(other than those which derogate from the covers given under Automatic extension 34 - dedicated **excess limit of liability** for **insured person**).

### 4. Cancellation

**You** may cancel the **policy** at any time by notifying **us** in writing. **We** can cancel the policy in accordance with s.60 of the Insurance Contracts Act 1984 (Cth). In the event of cancellation, **we** will be entitled to retain premium for the period during which the **policy** has been in force.

### 5. Confidentiality

Neither **you** nor an **insured person** shall disclose the nature of the liabilities covered by the **policy** or the premium specified in the **policy**, unless required by law.

### 6. Governing law and jurisdiction

This insurance **policy** shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and the State or Territory where the **policy** was issued. Any disputes shall be exclusively subject to determination by the courts of that State or Territory or of the Commonwealth of Australia.

### 7. Geographic limits

Except for **claims** arising under Insuring clause 4 - Employment Practices, Insuring clause 6 - Statutory Liability, Automatic extension 28 - Employee fidelity and **Automatic extension** 29 - Third party fidelity, the indemnity provided by the **policy** shall apply to **wrongful acts** occurring anywhere in the world; Provided always that indemnity does not extend to:

- actions brought in or determined pursuant to the law of, the United States of America or the Dominion of Canada, or their Territories or Protectorates;
- any **claim** arising out of the enforcement of judgments, orders or awards obtained in or determined pursuant to the laws of the United States of America or the Dominion of Canada, or their territories or protectorates; or
- any country where **you** are required by the law of that country to have in force a local policy of insurance covering liability arising from any such **wrongful acts**.

---

## The Policy: Management Liability Insurance (continued)

For **claims** arising under Insuring clause 4 - Employment Practices, Insuring clause 6 - Statutory Liability, Automatic extension 28 - Employee fidelity and Automatic extension 29 - Third party fidelity, cover is restricted to **wrongful acts, employment practices breaches** and **direct financial losses** occurring within Australia.

### 8. Goods and Services Tax

Where **we** make a payment under the **policy** for the acquisition of goods, services or other supply, **we** will reduce the amount of the payment by the amount of any input tax credit that **you** or the **insured person** are or will be entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth), in relation to that acquisition, whether or not that acquisition is actually made.

Where **we** make a payment under the **policy** as **compensation** instead of payment for the acquisition of goods, services or other supply, **we** will reduce the amount of payment by the amount of any input tax credit that **you** would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth) had the payment been applied to acquire such goods, services or other supply.

If any **excess** applies to a liability or **loss** otherwise covered under the **policy** and **you** or the **insured person** are entitled to claim an input tax credit under A New Tax System (Goods and Services Tax) Act 1999 (Cth) in respect of such liability or **loss** then the amount of that input tax credit shall not be taken to erode the **excess** for the purposes of the **policy**.

### 9. Investigatory costs and payments

Any costs incurred by **us** investigating any fact, situation or circumstance which may give rise to a **claim** shall be deemed for all purposes of the **policy** to be **defence costs** incurred under the **policy**.

Any amount paid by **us** in settlement of a dispute which may otherwise become a **claim**, shall be deemed for all purposes of the **policy** to be a **loss** incurred under the **policy**.

### 10. Legal enforceability

The **policy** or any of the indemnities set out are not operative or enforceable unless **our** agreement to provide such indemnity and the amount thereof is evidenced by a **certificate of insurance** or **endorsement** issued by **us** and signed on **our** behalf by an authorised person.

### 11. Merger or consolidation

If the **insured** merges or is consolidated with or becomes the subsidiary company of another entity during the **period of insurance**, **we** will continue to provide the indemnities available under the **policy** to **you, your** subsidiary companies and **insured persons**, until the expiry of the **period of insurance** or prior cancellation of the **policy** in respect of **wrongful acts** preceding the time of such merger, consolidation or acquisition.

### 12. Non-accumulation

Where **you** or an **insured person** are covered under the **policy** in respect of a **claim** or **loss** and are also entitled to cover under another insurance policy issued by **us**, then **our** liability under the **policy** shall not be increased and **our** maximum liability under all such policies in the aggregate shall not exceed the highest **limit of liability** (and subject to any applicable aggregate limit) available under those policies in respect of such **claim** or **loss**.

### 13. Notice

Any provision of the **policy** requiring notices and communications to be given in writing will be deemed to be complied with if delivered to the recipient electronically.

### 14. Payment of premium

**You** must pay the premium specified in the **certificate of insurance** within 30 days of the inception of the policy or such other time as **we** agree in writing. If **you** fail to pay the premium within that period, **we** are entitled to cancel the **policy** in accordance with the Insurance Contracts Act 1984 (Cth).

### 15. Severability and non imputation

In determining cover under the **policy**:

- the written **proposal** shall be construed to be a separate application for cover by **you** and by each of the **insured persons**. No statement or representation in or with respect to the **proposal** by an **insured person** shall be imputed to any other **insured person**;
- no breach of any term or condition of the **policy** or other misconduct by any **insured person** shall be imputed to any other **insured person**;
- no fact or knowledge possessed by one **insured person** shall be imputed to any other **insured person**; and
- any fact or knowledge possessed by any past or present **director**, chief executive officer, chief operating officer or chief financial officer shall be imputed to the **insured**.

### 16. Sanctions

**We** shall not be required 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 **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, European Union, United Kingdom or United States of America.

## Claims conditions and procedures applicable to the policy

### 1. Additional parties

**We** agree that where this **policy** insures more than one party, any failure on the part of any of the parties to:

- comply with the duty of disclosure under the Insurance Contracts Act 1984 (as amended or replaced); or
- comply with any obligation under this **policy** (other than the obligation to pay premium); or
- refrain from conduct which is dishonest, fraudulent, criminal or malicious; or
- refrain from making a misrepresentation, shall not prejudice the right of the remaining party or parties to indemnity under this **policy**, provided that such remaining party or parties shall:
- be entirely innocent of and have had no prior knowledge of any such failure; and
- as soon as practicable after becoming aware of any such failure, advise **us** in writing of all its relevant circumstances.

Where this **policy** insures more than one party, it shall apply to each party in the same manner as if a separate **policy** had been issued to each of them, provided that, in so doing, **our limit of liability** or the sum insured shown in the **certificate of insurance** in respect of any one event or **claim** (and any **aggregate limit of liability** that may be applicable) for the **period of insurance** shall not be increased.

**We** agree to waive all rights of subrogation or action which **we** may be entitled to against any party to whom cover under this **policy** extends.

### 2. Other insurance

If at the time any **claim** is notified arises under the **policy** there is any other insurance in force covering the same liability, **you** must promptly notify **us** of the full details of such other insurance, including the identity of the insurer and the policy number, and such further information as **we** may reasonably require.

### 3. Subrogation

- i. If any payment is made under the **policy** in respect of a **claim**, **we** will be subrogated to all **your** rights and will be entitled to pursue and enforce such rights in **your** name and **you** are required to provide **us** with all reasonable assistance and co-operation.
- ii. In respect of Automatic extensions 28 - Employee fidelity and 29 - Third party fidelity **we** may at any time and at **our** own expense exercise **our** rights of subrogation against any **third party** or **employee** where it has been found they have committed **dishonest acts** resulting in a **direct financial loss** that **we** have paid or will be liable to pay under the **policy**.

### 4. Notification of claims

**You** must notify **us** in writing of any **claim** made against **you** during the **period of insurance** and forward to **us** every letter of demand, originating process (whether by way of writ, summons, statement of claim, third party notice, counter-claim or cross-claim), notice of any prosecution, inquiry, **investigation** or inquest which **you** receive as soon as practicable after the **claim** has been made.

All notices to **us** under any provisions of the **policy** must be given in writing to: GPO Box 1655 Melbourne VIC 3001 or email to [insure@ansvar.com.au](mailto:insure@ansvar.com.au)

### 5. Mitigation

**You** are required, at **your** expense, to use all due diligence and take all reasonable steps to minimise any **claim** and to prevent further **claims** arising out of the same or similar conditions and avoid or diminish any **loss** hereunder.

### 6. Settlement of claims, co-operation and conduct of proceedings

**You** must not make any admission of liability, offer, and promise of payment or take any action that may be considered to be an admission of liability, settle or repudiate a **claim** or incur any costs and expenses without **our** prior written consent, such consent which cannot be unreasonably withheld.

**We** will have discretion, after taking into consideration **your** interest and preference, in the conduct and defence, in **your** name and on **your** behalf (including to take over and conduct), of any proceedings in connection with, and in the settlement of any **claim** and **you** shall give all such information and assistance as **we** may require.

**You** shall as soon as reasonably practicable give all such information and assistance to **us** as **we** may reasonably require to enable **us** to investigate and to defend the **claim** and/or to enable **us** to determine **our** liability under the **policy**.

**We** may take whatever reasonable action that **we** consider appropriate in respect of the **claim** against **you** and such action by **us** will not be regarded in any way prejudicing **our** position under the **policy** and no admission of the entitlement to indemnity under the **policy** shall be implied.

**We** will be entitled to attend any **investigation** or fatal accident inquiry in respect of which there may arise any liability under the **policy**.

### 7. Senior counsel

Neither **we** nor **you** shall be required to contest or settle a claim unless a **senior counsel** shall advise such a **claim** should be contested or settled. In formulating their advice, the **senior counsel** must have regard to **your** prospects of successfully defending the **claim**, the likely damages awarded and costs recovered by the claimant, and the likely **defence costs** associated with the **claim**.

**We** may nominate a **senior counsel** to provide the advice and **you** must notify **us** if **you** agree to the appointment of the individual nominated. If **you** do not agree to the appointment within a reasonably practicable time, **senior counsel** will be appointed by the president of the relevant bar association in the state or territory in which the **claim** has been made.

The costs of **senior counsel** are included in the **defence costs** in respect of the **claim**.

## The Policy: Management Liability Insurance (continued)

### 8. Election to contest claim

If **you** refuse to consent to any settlement recommended by **us** and elect to contest or continue any legal proceedings in connection therewith, **our** liability for the **claim** shall not exceed the amount for which the **claim** could have been so settled, less the applicable **excess**, plus **defence costs** incurred up to the date of such refusal.

### 9. Changes

Every change materially affecting the facts or circumstances existing at the commencement of this insurance, or at any subsequent renewal date, must be notified to **us** in writing immediately after such change comes to the notice of the persons, entities or organisations named as the **insured** in the **certificate of insurance**. **We** will advise **you** in writing if an additional **excess**, additional premium or additional terms or conditions are applied to **your policy**.

To continue to be covered **you** must agree to pay any additional premium we may require.

**We** may also decide to cancel the **policy**, if permitted, in accordance with the provisions of the Insurance Contracts Act 1984 (Cth) and return any refund of premium to **you**.

If **you** do not notify **us** of a material change, **you** may not be covered under **your policy** or **we** may reduce the amount that we are liable to pay **you**.

### 10. Fraudulent claims

As a protection for all insurance parties holders **we** reserve the right to take legal action against any person who makes a fraudulent **claim**.

If a fraudulent **claim** is made **we** will not pay it and **we** will take action to recover any **moneys** already disbursed in respect of the **claim**. **We** will also cancel the **policy**.

### 11. Notification of direct financial loss

**You**, as a condition precedent to **our** obligations under this **policy**, give written notice to us of any **direct financial loss** as soon as reasonably practicable within the **period of insurance**, or within the **discovery period** if applicable, but in any event not later than 60 days after any **direct financial loss** is first **discovered**. **We** can consider extending this period upon **your** request and **our** decision will not be unreasonably withheld. **You** may offer a comparison between **your** inventory records and actual physical counts of its inventory to prove the amount of **loss** only where you establish that, wholly apart from such comparison, **you** have sustained a covered **loss** caused by an **employee**.

The **insured** must, at its own cost, also:

- i. provide **us** with affirmative proof of the **direct financial loss** with full particulars within six months of the **direct financial loss** being first **discovered**. **We** can consider extending this period upon **your** request and **our** decision will not be unreasonably withheld, and
- ii. provide **us** with all requested information and documents and co-operate with **us** in a reasonable manner on matters pertaining to the **direct financial loss**.

### 12. Basis of valuation of direct financial loss

For any **direct financial loss** covered under this **policy**, **we** are not liable for more than:

- i. the actual market value of **securities** and **money** at the close of business on the day the **direct financial loss** was first **discovered** (determined by the value published in the Australian Financial Review), or the actual cost of replacing **securities** and **money**, whichever is less;
- ii. the actual cash value of other **property** (not referred to in (i) above) at the close of **business** on the day the **direct financial loss** was first **discovered**, or the actual cost of replacing the **property** of like quality or value, whichever is less;
- iii. the cost of blank books, blank pages or other materials plus the cost of labour and computer time for the actual transcription or copying of **data** furnished by the **insured** in order to reproduce books of account and other records.

### 13. Settlement of direct financial loss

If **you** notify **us** of a **direct financial loss** and **we** accept the notification under this **policy**, then subject to the **insured's** compliance with Exclusion 13 - known **claims** or prior acts above, a **loss** adjustor will be appointed by **us** to establish proof of any element or part of the **direct financial loss** not yet accepted by **us**.

The adjuster shall:

- i. investigate the facts behind such unproven **direct financial loss**; and
- ii. determine the quantum of such unproven **direct financial loss**, and
- iii. advise when and how **your** controls were or may have been breached; and
- iv. provide recommendations which may prevent future similar **direct financial loss**; and
- v. issue their findings in a report format approved by **us**; and
- vi. provide a copy of the report to **you**.

The report of the loss adjuster will not be binding and definitive as to the facts and quantum of such unproven **direct financial loss**.

**We** will pay for the reasonable and necessary fees, costs and expenses of the **loss** adjustor provided the unproven **direct financial loss** is ultimately determined to be covered under this **policy**. If that part of the **direct financial loss** is determined not to be covered under this **policy**, **you** will pay the said fees, costs and expenses of the loss adjuster.

Any amount of the loss adjusting fees paid by us under this condition of the **policy** will be paid in addition to the **limit of liability**, and will not be the subject of any **excess**.



1300 650 540

[www.ansvar.com.au](http://www.ansvar.com.au)

Ansvar Insurance Limited, Level 5, 1 Southbank Blvd, Southbank, VIC, 3006

ABN 21 007 216 506 AFSL 237826

Proudly part of the **BENEFACT GROUP** 

Address

Level 1, Fyshwick Fresh Food Markets,  
 36 Mildura St, Fyshwick ACT 2609  
 PO Box 4840, Kingston ACT 2609  
 02 6287 3933

Postal  
 Telephone  
 Email  
 Website

Sch 2.2(a)(xi)  
<http://www.brindabellainsurance.com.au>

ABN 66 617 663 591 | AFSL 500149

**NEW BUSINESS TAX INVOICE**

Murrumbidgee Country Club Inc.  
 Kambah Pool Rd  
 Kambah ACT 2902

Date: 26/06/2025  
 Invoice Number: 123712

Sch 2.2(a)(ii)

Thank you for using our services to arrange this insurance cover. Brief details of cover arranged on your behalf are given below. You should refer to the policy documents issued by the insurer for complete policy terms and conditions.

Please read carefully the important notices attached regarding your duty of disclosure. Do not hesitate to contact us with any questions you may have.

COVER SUMMARY		PREMIUM	
Transaction Type	New Business	Base Premium	Sch 2.2(a)(xi)
Policy Type	Golf Club Insurance	F & E Service Levy	
Insured	Murrumbidgee Country Club Inc.	Stamp Duty	
Policy Description	Golf Club Insurance	Underwriter Fee	
Policy Number	QUO-34589-T1R3J8	Broker Fee	
Period of Insurance	30/06/2025 to 30/06/2026	Transaction Fee	
Effective Date	30/06/2025	GST	
Insurer	Aviso Specialty Insurance & Risk Advisory		
Underwritten By	Ansvar Insurance Limited		
		<b>Invoice Total</b>	

Sch 2.2(a)(xi)

### GENERAL ADVICE WARNING

We are providing you with general advice only and not personal advice. We have not considered your objectives, financial situation or needs before acting on this advice. You should therefore consider the appropriateness of this advice in light of your own objectives, financial situation or needs, before acting on this advice. We request that you review the enclosed documentation together with your Product Disclosure Statement/s (and Insurance Policy Wording/s) for these insurances when considering whether the cover, conditions and other terms of insurance continue to meet your requirements (including your needs, objectives and financial situation). The Insurer's Product Disclosure Statement contains important information about the features of this policy and your rights and obligations as a policyholder (including the cooling off period and how to access the dispute resolution system of the Insurer). The Product Disclosure Statement/s were given to you when you originally applied for or last renewed the policies. If you require more copies, please do not hesitate to ask us.

### RESPONSIBILITY FOR SERVICES PROVIDED

We hold an Australian Financial Services Licence and are authorised to advise and deal in the full spectrum of general insurance products. We are responsible for the financial services provided to you, or through you to your family members, including the distribution of this FSG. We are required to meet high standards for staff training, organisational competence, management expertise, financial control and compliance disciplines.

### WHO DO WE ACT FOR

We usually act on your behalf and in your interests in all matters. Sometimes, it may be more appropriate for us to access insurance or manage claims where we act as an agent of the insurer.

### PERSONAL INFORMATION

The Privacy Act 1988 sets out standards for the collection and management of personal information. With your consent, we will only use your personal information for general insurance services. Our Privacy Policy Statement is available on our website.

### COMPLAINTS

Clients not satisfied with our services should contact our Complaints Officer. We are members of the Australian Financial Complaints Authority (AFCA), a free consumer service. Further information is available from our office, or contact AFCA directly on 1800 931 678 or visit [www.afca.org.au](http://www.afca.org.au). We also follow The Insurance Brokers Code of Practice.

### CONTACT AGREEMENT

To ensure that we provide you with appropriate products and services, you agree to us calling you to discuss any new products and services. If you do not wish to receive such calls please advise us and we will place you on our Do Not Call Register.

### OUR SOURCES OF INCOME

When placing your insurance we usually receive a commission from the insurer. The amount varies between 0% and 25% of the base premium you pay. Where a policy is cancelled before the period of insurance has ended we will usually retain the commission on any return premium involved.

### CANCELLATIONS

We cannot cancel a contract of insurance without written instructions from a person who is authorised to represent each of the parties insured under the contract of insurance. We cannot cancel any contract of insurance which is subject to the Marine Insurance Act 1909.

If a contract of insurance is cancelled before expiry of the period of insurance, we will refund the net premium we receive from your insurer. We will not refund our fees or commission for arranging the insurance.

### CONFLICTS OF INTEREST

As a business we have relationships with and receive income from various third parties as detailed in this FSG. For Retail Clients receiving Personal Advice, details of relationships that impact the advice will be included in any SOA or invoice documentation we send you. All material conflicts that impact our advice, that are not mentioned in this FSG, will be advised to you on the invoices related to that advice.

**Notes:**

GOLF CLUB INSURANCE PACKAGE  
UNDERWRITTEN BY ANSVAR INSURANCE LIMITED

INSURED: Murrumbidgee Golf Club Limited  
and  
(a) Subsidiary companies, organisations and other associated companies as defined under Section 50AAA of the Corporations Act 2001 (Commonwealth), and  
(b) Social and sports club (including the committees and officers from time to time of unincorporated bodies), and the trustees of the Insured's superannuation and pension funds and welfare organisations, and  
(c) All organisations and other entities to whom (whether mortgagees, lessors, joint ventures or other parties with a legal or equitable interest in the Property insured) the named Insured has a responsibility to maintain insurance;

All for their respective Interests, rights and liabilities.

SITUATION AND/OR 161 Kambah Pool Road, Kambah, ACT 2902  
PREMISES: and all Situations listed in the Schedule of Declared Assets

and any other situation/premises in Australia owned or occupied by the Insured for the purposes of the Business or elsewhere in Australia where used by the Insured or where the Insured is undertaking work or has goods or property (including where goods or property are stored, or undergoing processing, repairs, maintenance, overhaul or improvements).

INTERESTED PARTY:

BUSINESS: Principally, Community service organisation which may include Golf Club  
Activities may also include outings, organised games, op shops, camps and excursions, fundraising such as walkathons and picnics events/festivals held at your place of occupancy.  
And any other activity incidental thereto.

SECTIONS INSURED:	
INDUSTRIAL SPECIAL RISKS	Insured
BROADFORM LIABILITY	Insured
MEMBERS PERSONAL ACCIDENT	Insured
VOLUNTARY WORKERS PERSONAL ACCIDENT	Insured
MANAGEMENT LIABILITY	Insured

INDUSTRIAL SPECIAL RISKS

INTEREST INSURED:

SECTION 1 - MATERIAL DAMAGE

All Real and Personal property (including money) of every kind and description (excepts as specifically excluded) belonging to the insured or for which the insured is responsible or has assumed responsibility to insure prior to the occurrence of any loss, destruction or damage including all such property in which the Insured acquires an insurable interest during the period of insurance.

SECTION 2 - BUSINESS INTERRUPTION

Gross profit, Payroll, (or Gross Rentals or Gross Revenue if appropriate), Additional Increase in Cost of Working, Professional Fees & Claims Preparation Costs and/or as may be more fully defined in the Policy Wording.

LIMITS OF LIABILITY:

The amounts set out hereunder represent the Insurer(s) maximum Limit(s) of Liability any one loss or series of losses arising out of any one event at any one situation used by the Insured, subject to any lesser limit(s) of Liability specified elsewhere in the policy, but the Limit(s) or any lesser Limit(s) of Liability shall only be applied in excess of the relevant deductible.

Section 1 - Material Loss or Damage

Buildings, Outbuildings and fencing including architects/surveyors' fees and incidental expenses, costs, expenses for extinguishing a fire, Course Improvements including Practice Facilities, Pathways, Car Parks and Irrigation System  
Plant, Machinery and Course Equipment, Contents of Clubhouse and other Outbuildings Inc. Members Equipment, Computers and Ancillary Equipment, Trophies, Honour Boards, Antiques, Club Owned Golf Carts inc GPS units

Sch 2.2(a)(xi)

Stock in Trade

Sch 2.2(a)(xi)

Section 2 - Business Interruption

Insurable Gross Profit  
 Insured Payroll (100% for 104 weeks)  
 Gross Rentals  
 Additional Increased Cost of Working  
 Professional Fees & Claims Perpetration Cost  
 Increased Costs of Working  
 Temp. Accommodation

Combined Declared Values

LIMITS OF LIABILITY

The amounts set out hereunder represent the Insurer's maximum Limits of Liability for any one loss or series of losses arising out of any one original source or cause at any one Situation, subject to any Sub-Limits of Liability specified elsewhere in the Policy and the Schedule. The Limit of Liability applies in excess of any applicable Deductible.

COMBINED SECTIONS 1 & 2 - ANY ONE LOSS

SUB-LIMITS OF LIABILITY:

The liability of the Insurer(s) shall be further limited in respect of any one loss or series of losses arising out of any one event at any one situation used by the Insured as set out hereunder and it is understood and agreed that such Sub-limit(s) shall not increase the liability of the Insurer(s) beyond the Limit(s) of Liability expressed above and also the under mentioned deductible(s) will apply below such Sub-limit(s) but shall not be cumulative.

Combined Section 1 – Material Damage & Section 2 – Consequential Loss of Profits)

Flood  
 Cyclone  
 Acquired Companies  
 Declarations of Acquired Property

Sch 2.2(a)(xi)

Section 1 - Material Loss or Damage

Unspecified Damage (as defined below)  
 Removal of Debris  
 Theft, or any attempt thereat (except for Money)  
 Theft of Property in Open Air  
 Money – excluding on premises outside business hours  
 Money – On premises outside business hours  
 Glass (replacement value)  
 Extra Cost of Reinstatement  
 Expediting Expenses  
 Landscaping  
 Rewriting Records  
 Property of Employees and Clubs – Limit Any One Person  
 Property of Employees and Clubs – in the Aggregate  
 Personal Property of Employees and Others whilst on premises (excl. sporting equipment & money) – Limit Any One Person  
 Personal Property of Employees and Others whilst on premises (excl. sporting equipment & money) – Limit in the Aggregate  
 Property of Guest and Lodgers – Limit Any One Person – restricted to Situation above listed Only  
 Property of Guest and Lodgers – in the Aggregate – restricted to Situation above listed Only  
 Personal Property of Residents – Limit Any One Person – restricted to Situation above listed Only  
 Personal Property of Residents – in the Aggregate – restricted to Situation above listed Only  
 Accompanied Baggage in Australia  
 Cost of Clearing Blocked Drains, Pipes, Filters & Pumps  
 Loss of Land Value  
 Property In Open Air (Storm)

Statutory Inquiries  
 Liability to Make Enquiries  
 Additional Extra Costs of Reinstatement  
 Damage Diminution & Accidental Discharge Costs  
 Liability of Duty  
 Customs Duty  
 Change in Temperature  
 Unpacking Expenses  
 Customers' Goods  
 Abandoned Undamaged Portion of a Building  
 Securities  
 Works of Art, Antiques & Curios – in the Aggregate  
 Works of Art, Antiques & Curios – Any One item  
 Decorative Livestock (Fire Only)  
 Temporary Removal Exemption  
 Emergency Evacuation  
 Machinery Breakdown  
 Machinery Breakdown – Spoilage/Refrigerated Goods  
 Electronic Equipment Breakdown  
 General Property Cover – Australia Wide  
 General Property Cover – Australia Wide (Any One Item)  
 Property in Transit – Australia Wide  
 Exploratory Costs  
 Fusion  
 Branded Goods  
 Environmental Improvements – Green Costs  
 Metered Water  
 Replacement of locks & keys including electronic access/swipe cards  
 Members Equipment Stored at Club Limit per member \$5,000  
 Loss Minimisation Costs (including Travel)  
 Alarm resetting costs  
 Fire Extinguishment Costs  
 Property undergoing Construction, Erection & Alteration or 10% SI whichever is the lesser

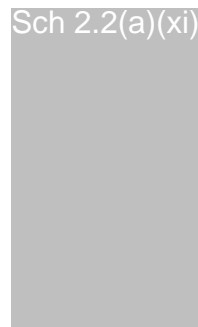
UNSPECIFIED DAMAGE, for the purpose of any Limit or Sub-Limit of Liability or Deductible as shown in the Schedule, means Damage caused by any peril or circumstance not more specifically covered or excluded by this Policy other than: fire; lightning; thunderbolt; explosion; implosion; collapse; earthquake; subterranean fire; volcanic eruption; impact; aircraft and/or other aerial devices and/or articles dropped therefrom; sonic boom; theft; breakage of glass; loss of money; the acts of persons taking part in riots or civil commotions or of strikers or locked-out workers or of persons taking part in labour disturbances or of malicious persons or the acts of any lawfully constituted authority in connection with the foregoing acts or in connection with any conflagration or other catastrophe; storm and/or tempest and/or rainwater and/or wind and/or hail, and/or flood, and/or water or other liquids or substances discharged, overflowing or leaking from apparatus, appliances, pipes or any other system at the premises or elsewhere; or other peril mentioned under the heading in the Schedule, SUB-LIMITS OF LIABILITY.

Section 2 - Business Interruption

Indemnity Period  
 Gross Profit  
 Payroll  
 Accommodation Bonds  
 Rent Receivable  
 Rent Payable  
 Contractual fines and penalties  
 Accounts Receivable  
 Additional Increase in Cost of Working  
 Professional Fees & Claims Preparation Costs  
 Unspecified Suppliers &/or Customers Premises (Australia & New Zealand)  
 Specified Suppliers &/or Customers Premises (Worldwide)  
 Prevention of Access

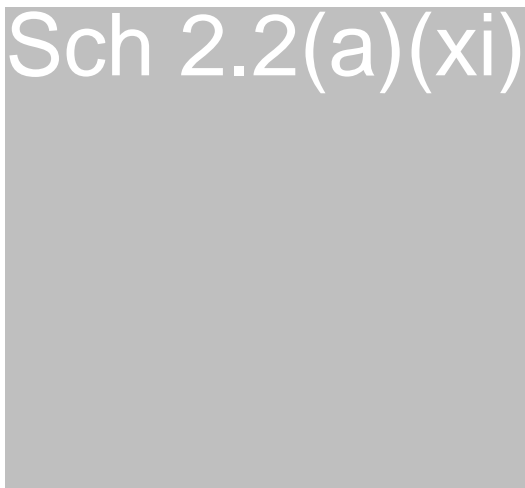
24 Months

Remote Premises of Public Utilities  
 Public Utilities  
 Other Contributing Properties  
 Trade Exhibitions  
 Deferred Management Fees  
 Royalties Receivable  
 Electronic Equipment Breakdown – ICOW  
 Severance Pay  
 Infectious & Contagious Diseases, Vermin, Pests or Defective Sanitary Arrangement; Murder, Suicide  
 (Aggregate Limit an one Period of Insurance)

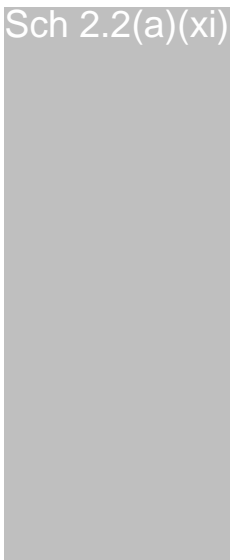


DEDUCTIBLES    The Insured shall bear the following amounts in respect of each loss or series of losses arising out of any one event:  
 Earthquake, Subterranean Fire or  
 Volcanic Eruption:

Named Cyclone



Remote Premises of Public Utilities  
 Infectious & Contagious Diseases,  
 Vermin, Pests or Defective Sanitary  
 Arrangement; Murder, Suicide  
 Unspecified Suppliers &/or Customers  
 Premises (Australia & New Zealand)  
 Specified Suppliers &/or Customers  
 Premises (Worldwide)  
 Electronic Equipment Breakdown –  
 ICOW  
 Prevention of Access  
 Storm Damage Including Wind, Rain  
 Lightning & Hail  
 Personal Property of Employees and  
 Others  
 Machinery Breakdown/Electronic  
 Equipment Breakdown  
 All other Losses



Should more than one deductible appear under this policy for any claim or series of claims arising from the one event, such deductibles shall not be aggregated - the highest single level of deductible only shall apply, except in respect of member's clubs cover where the excess will apply to each and every members claim under the policy.

**BASIS OF LOSS SETTLEMENT:**

Section 1 - Material Loss or Damage                      Buildings/Contents - Reinstatement and/or Replacement & Extra Cost of Reinstatement  
 Stock - Indemnity

Section 2 - Business Interruption                      Gross Profit including Payroll

PAYROLL COVER:    100% for 104 weeks

UNINSURED WORKING EXPENSES:                      Section 2 - Business Interruption  
 (Applicable only to the definition of Gross Profit)

The words and expressions used herein shall have the meanings usually attached to them in the books and accounts of the Insured unless otherwise defined in this policy.

PREAMBLE TO ENDORSEMENTS

OPENERH4 Preamble to Endorsements  
ENDORSEMENTS ATTACHING TO AND FORMING PART OF INDUSTRIAL SPECIAL RISKS INSURANCE POLICY

(Headings have been included for ease of reference and it is understood and agreed that the policy and endorsements are not to be interpreted by reference to such headings.)

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that the following Endorsements are made to the Policy:

ENDORSEMENTS:

Section 1 – Material Loss or Damage

The Indemnity

Electronic access / swipe cards

Clause [e] of The Indemnity under Section 1 Material Loss or Damage extends to include loss of access / swipe cards up to the sub-limit stated in The Schedule against 'Replacement of locks and keys including electronic access / swipe cards.'

Emergency Evacuation

For emergency evacuation of residents in connection with the damage or threat of damage to the situation by an insured peril or where evacuation is ordered by a civil authority, the liability of the insurer shall not exceed the sub-limit shown in the schedule and/or the certificate of insurance.

Personal Property of Residents

Personal Property of residents whilst in the confines of the Situation, only to the extent that such property is not otherwise insured. The liability of the insurer shall not exceed the sub-limit shown in the schedule and/or the certificate of insurance.

ADDITIONAL ENDORSEMENTS:

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that the following Endorsements are made to the Policy:

COSTS SUPPLEMENTARY

Item No. 4 is extended to include:

The Insured is indemnified with respect to additional expenditure not otherwise recoverable under Section 2 of this policy necessarily and reasonably incurred during the Indemnity Period in Consequence of Damage for the sole purpose of avoiding or diminishing reduction in turnover and/or resuming and/or maintaining normal business operations and/or services.

The Liability of the Insurer shall be limited to the **Sub-Limit** of Liability stated in the Schedule against "Costs Supplementary" for any one loss or series of losses arising out of any one original source or cause at any one situation.

Memoranda to Section 2 (page 32)

Infectious or Contagious diseases, vermin, pests or defective sanitary arrangement; murder, suicide

Is hereby deleted and replaced by Infectious or contagious diseases; vermin, pests or defective sanitary arrangements; food or drink poisoning; murder, suicide Loss as insured by the Policy resulting from interruption of or interference with the Business arising from closure or evacuation of the whole or part of the Premises by order of a competent public authority consequent upon:

(a) Infectious or contagious disease manifested by any person whilst at the Premises.

(b) Vermin or pests or defects in the drains or other sanitary arrangements at the premises.

(c) Injury, illness or disease directly caused by the consumption of food or drink provided on the premises.

(d) murder or suicide occurring in or at the Premises, shall be deemed to be loss resulting from Damage to Property used by the Insured at the Premises.

Provided that paragraph (a) will not indemnify loss resulting from interruption of or interference with the Business arising from or in connection with Highly Pathogenic Avian Influenza in Humans or any other diseases declared to be listed human diseases under the Biosecurity Act 2015 and subsequent amendments.

Indemnity under this endorsement shall not exceed the Sub Limit of Liability per event and in the annual aggregate expressed in the Schedule.

Endorsement – Business Package Pandemic Exclusion

We have agreed with you to vary the cover we provide You under this policy as follows:

General Exclusions applicable to all Sections of the policy  
 General Exclusion 6 is deleted and replaced with:

6. Disease

Any highly pathogenic avian or animal influenza in humans, or disease determined to be a 'listed human disease' under the Biosecurity Act 2015 (Cth) as amended from time to time or any disease that is determined, listed or otherwise specified in an equivalent manner under any legislation that either replaces the Biosecurity Act 2015 or has an equivalent object or objects.

Income Protection Section Extensions

Extension 6 is deleted and replaced with the following:

6. Access prevention by a public authority

**your location(s)** being rendered inaccessible to the public due to an order or direction made during the **period of insurance** by a government authority or official acting with legislative authority that directly or indirectly results from or arises out of or is in connection with:

- a) health, safety or **infectious disease** concerns (other than any concerns that directly or indirectly result from or arise out of or are in connection with any highly pathogenic avian or animal influenza in humans, or any disease determined to be a 'listed human disease' under the Biosecurity Act 2015 (Cth) as amended from time to time or any disease that is determined, listed or otherwise specified in an equivalent manner under any legislation that either replaces the Biosecurity Act 2015 or has an equivalent object or objects);
- b) Murder or suicide.
- c) Foreign or injurious matter in food or drink provided from or on **your location(s)**; or
- d) **Damage** to or threat of damage to property or injury or threat of injury within a 50-kilometre radius of **your location(s)**.

We will not pay:

- a) For loss of **income** unless the period of interference or interruption following the order exceeds 48 hours.

POLICY WORDING: Ansvar ISR Mark IV Consolidated Insurance Policy Wording AUSPOLISR (0523 V1)

GENERAL PUBLIC & PRODUCTS LIABILITY

TERRITORIAL LIMITS:

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 but only in respect to:

- i. Products exported to the United States of America 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

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 with Australia, as specified in the Policy.

PRODUCTS:

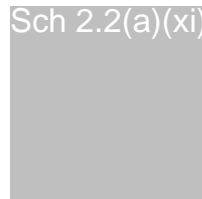
Principally Golf Club and including any goods, products or property manufactured (including deemed manufacture), grown, extracted, produced, processed, assembled, altered, constructed, erected, installed, repaired, serviced, treated, sold, supplied, distributed, imported or exported by the Insured (including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

LIMITS OF LIABILITY

Public Liability  
 In respect of any one occurrence or series of occurrences arising out of the one event during the period of insurance

Products Liability  
 In respect of any one occurrence or series of occurrences arising out of one event and in the aggregate during the period of insurance

Sch 2.2(a)(xi)

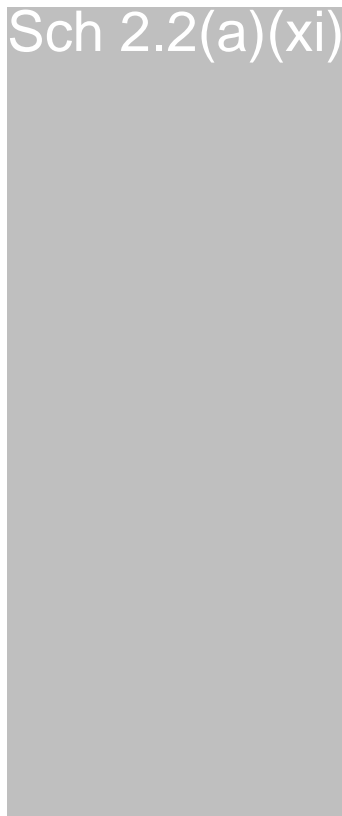


Advertising Liability  
 In respect of any one occurrence or series of occurrences arising out of the one event during the period of insurance

Property in Physical & Legal Control  
 In respect of any one occurrence or series of occurrences arising out of the one event during the period of insurance

Errors & Omissions  
 In respect of any one occurrence or series of occurrences arising out of one event and in the aggregate during the period of insurance

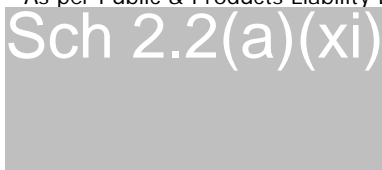
Members Liability  
 In respect of any one occurrence or series of occurrences arising out of the one event during the period of insurance In the event that any period of Insurance exceeds twelve months then the aggregate sum insured shall be deemed to apply separately to each twelve months period or part thereof.



DEDUCTIBLE: Third Party Personal Injury  
 Third Party Property Damage  
 Unnamed Contractor and Labour Hire Injury

Advertising Liability:  
 Contract Works Liability

As per Public & Products Liability Limit



Automatic Extensions:  
 Counsellors Liability  
 Indemnifiable Fines & Penalties

Optional Extensions:

1. Molestation/Sexual Abuse	NOT INSURED
2. Replacement Wages	NOT INSURED
3. Medical Malpractice	NOT INSURED
4. Retroactive Claims Made Liability	
Public Liability	NOT INSURED
Sexual Abuse Only	NOT INSURED
5. Member to Member Extension	NOT INSURED
6. Trauma Counselling Costs	NOT INSURED

No Excess applies to Optional Extensions 2 & 6

ENDORSEMENTS:

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

CLAIMS FOR PERSONAL INJURY TO VOLUNTEERS EXCESS ENDORSEMENT

It is hereby agreed and declared that any claims for personal injury to volunteers will be subject to an excess of \$1,250 each and every claim unless the Insured has a Voluntary Workers Personal Accident Policy with Ansvr Insurance Limited in which case the standard policy excess will apply.

BREACH OF PROFESSIONAL DUTY

We do not cover any liability arising out of any breach of duty owed in a professional capacity by You and/or any person(s) for whose breaches You may be held legally liable, but this exclusion shall not apply to claims:

- a) for Personal Injury and/or Property Damage arising from such breach of duty; or
- b) arising out of the rendering of or failure to render professional medical advice by Medical Persons employed by you to provide first aid and other medical services on Your premises; or
- c) arising out of advice which is not given by You for a fee; or
- d) arising out of advice given in respect of the use or storage of Your Products.

MEMBER TO MEMBER ENDORSEMENT LIABILITY

The definition of You, Your and Yours is extended to indemnify all members of Your club, Your guests and visitors to Your club in respect of claims against any of them by any other member or guest or visitor to the club arising in connection with the activities of the club.

However, the cover provided under this "Members Liability" endorsement is a difference of conditions cover between this policy and the Golf Australia Players Personal Liability Policy wording.

SEXUAL ABUSE EXCLUSION

This Policy does not cover any claim arising from: Any actual or alleged Sexual Abuse, (as defined in the policy wording) committed, attempted, or allegedly committed or attempted by an Insured Person.

HIGH RISK ACTIVITIES: (EXCLUSION 12)

Any of **your operations** or any other activities organised by **you** which involve any of the following: motor races, motor rallies, motor speed tests, motocross, trail bikes, dune buggies, quad bikes, go karts, mountain biking, horse / pony riding, canyoning, caving, rifle/firearms, paintball, skirmish and other forms of shooting, hang gliding, parachuting, para gliding, hot air ballooning, aerial activities, white water canoeing/kayaking/ rafting (above class 2 rapids), water sports with power boards or water skiing, scuba diving, vertical and horizontal bungee jumping, gladiator games, abseiling, rock climbing, high ropes courses, trapeze, zip-lines, rock walls, martial arts, boxing, amusement arcades, parks or rides, commercial fairgrounds, bouncy/jumping castles and/or use of any other inflatable device, trampolining, fireworks or fire walking.

Provided that this exclusion 12 shall not apply to such of the above activities that **we** have agreed by endorsement to this **policy** to cover subject always to the terms and conditions of the endorsement and the terms, conditions and exclusions of this **policy** and to the **limit of liability** specified in the **certificate of insurance**.

POLICY WORDING: Ansvr Insurance General Public & Products Liability Insurance  
Policy Wording AUSPOLGPL (0624 V1.0)

VOLUNTARY WORKERS PERSONAL ACCIDENT

INSURED:

All parties for whom the Insured undertakes to insure for their respective rights, interests and liabilities, including but not limited to all members, directors of the Insured including voluntary workers and work experience students

SCOPE OF COVER:

Whilst an Insured Person is engaged in golf play including direct travel to & from such authorised play. On any registered golf club in Australia.

COVER:

Provides cover for members who sustain an injury resulting directly (and independently of any other cause) in one of the specified events, as a result of an accident which occurs on golf club grounds or whilst participating in a club sanctioned game or whilst in travelling to or from a sanctioned game

Capital Benefits

Weekly Benefits - Accident

Weekly Benefit - Illness

Number of Weeks Covered

Initial Period Excluded

Policy Aggregate Limit per Volunteer

Number of Volunteers

Sch 2.2(a)(xi)

The above reference to 'Non-Medicare Medical Expenses' and 'Cost of Domestic Help' is hereby removed and replaced with the following:

ADDITIONAL BENEFITS:

The following additional benefits are hereby included in this policy:

Non-Medicare Medical Expenses:

The insurance provided also includes out of pocket expenses necessarily incurred solely and directly from bodily injury sustained and not recoverable from any other source up to a maximum of \$2000 any one event. No compensation is payable under the policy for any injury or event to the extent that the payment of which would constitute "Health Insurance Business" as defined under the National Health Act 1952 (cth) or as amended or would result in a breach of the provisions. This benefit is only available to those members who are not receiving benefits for events 21 or 22 in the table of benefits.

Domestic Help Expenses Benefit:

Where a benefit is payable under the policy and where an insured person requires domestic assistance as certified by his or her treating doctor, we will pay 80% of all actual and reasonable expenses for the services of a recognized and licensed provider of domestic home help services as applicable to the insured person up to a maximum weekly benefit of \$1000. The benefit period is

limited to a maximum of 26 weeks subject to a 7-day excess period. For the purposes of this benefit, domestic assistance means the usual normal duties undertaken by the insured person as a homemaker, sole provider or dependent children such as child minding, cleaning, cooking, school pick up and drop offs.

**Additional Notes:**

The Capital Benefits amount detailed herewith applies to any one Insured Person, any one bodily injury.

NOTE: Persons under the age of 18 or over the age of 75 years are limited to a maximum Capital Benefit of \$50,000 and maximum Weekly Bodily Injury Benefit of \$1,000 or the amounts specified in this insurance certificate whichever are the lesser. Please refer to the Policy Wording for a full list of benefits and automatic extensions.

POLICY WORDING: Ansvar Insurance Limited  
Personal Accident Insurance Policy AUSPOLPA 0723 V1

**MEMBERS' PERSONAL ACCIDENT**

**INSURED:**

All parties for whom the Insured undertakes to insure for their respective rights, interests and liabilities, including but not limited to all members, directors of the Insured including voluntary workers and work experience students

**SCOPE OF COVER:**

Whilst an Insured Person is engaged in golf play including direct travel to & from such authorised play. On any registered golf club in Australia.

**COVER:**

Provides cover for members who sustain an injury resulting directly (and independently of any other cause) in one of the specified events, as a result of an accident which occurs on golf club grounds or whilst participating in a club sanctioned game or whilst in travelling to or from a sanctioned game

Capital Benefits

Weekly Benefits - Accident

Weekly Benefit - Illness

Number of Weeks Covered

Initial Period Excluded

Policy Aggregate Limit per Volunteer

Number of Members

Sch 2.2(a)(xi)

The above reference to 'Non-Medicare Medical Expenses' and 'Cost of Domestic Help' is hereby removed and replaced with the following:

**ADDITIONAL BENEFITS:**

The following additional benefits are hereby included in this policy:

**Non-Medicare Medical Expenses:**

The insurance provided also includes out of pocket expenses necessarily incurred solely and directly from bodily injury sustained and not recoverable from any other source up to a maximum of \$2000 any one event. No compensation is payable under the policy for any injury or event to the extent that the payment of which would constitute "Health Insurance Business" as defined under the National Health Act 1952 (cth) or as amended or would result in a breach of the provisions. This benefit is only available to those members who are not receiving benefits for events 21 or 22 in the table of benefits.

**Domestic Help Expenses Benefit:**

Where a benefit is payable under the policy and where an insured person requires domestic assistance as certified by his or her treating doctor, we will pay 80% of all actual and reasonable expenses for the services of a recognized and licensed provider of domestic home help services as applicable to the insured person up to a maximum weekly benefit of \$1000. The benefit period is limited to a maximum of 26 weeks subject to a 7-day excess period. For the purposes of this benefit, domestic assistance means the usual normal duties undertaken by the insured person as a homemaker, sole provider or dependent children such as child minding, cleaning, cooking, school pick up and drop offs.

**Additional Notes:**

The Capital Benefits amount detailed herewith applies to any one Insured Person, any one bodily injury.

NOTE: Persons under the age of 18 or over the age of 75 years are limited to a maximum Capital Benefit of \$50,000 and maximum Weekly Bodily Injury Benefit of \$1,000 or the amounts specified in this insurance certificate whichever are the lesser. Please refer to the Policy Wording for a full list of benefits and automatic extensions.

POLICY WORDING: Ansvr Insurance Limited  
Personal Accident Insurance Policy AUSPOLPA 0723 V1

MANAGEMENT LIABILITY

TERRITORIAL LIMITS: Worldwide excluding USA & Canada unless specifically stated otherwise

JURISDICTION: Commonwealth of Australia

INDEMNITY LIMIT: Limit of Liability any one claim and in the aggregate during the insurance period

Directors & Officers

Entity Liability

Entity Reimbursement

Employment Practices

Statutory Liability

Trustees Liability

Internet Liability

Entity Crisis Cover

Tax Audit

Employee & Third-Party Fidelity

Sch 2.2(a)(xi)

DEDUCTIBLE: Including Defence Costs by the Insured for each c

Entity Liability

Directors & Officers

Entity Reimbursement

Employment Practices

Statutory Liability

Trustees Liability

Entity Crisis Cover

Tax Audit

Employee & Third-Party Fidelity

RETROACTIVE DATE: Policy Inception, (30.06.2025) excluding any known claims & circumstances

AGGREGATE POLICY LIMIT: Sch 2.2(a)(xi)

ENDORSEMENTS

IWE INTERNAL WEAKNESS EXCLUSION

The following is added to "Exclusions applying to employee fidelity and third party fidelity" section of the policy:  
We are not liable to indemnify you, in respect of any Direct Financial Loss or make any payment in connection with any Dishonest Acts arising from any weakness identified in an external auditors report to management regarding internal operations.

All other terms and conditions remain unchanged.

DSE DUAL SIGNATORIES EXCLUSION

The following is added to "Exclusions applying to employee fidelity and third party fidelity" section of the policy:  
We are not liable to indemnify you, in respect of any Direct Financial Loss or make any payment in connection with any Dishonest Acts arising from the failure of cheques and electronic fund transfers to have two signatories.

All other terms and conditions remain unchanged.

UPE UNAUDITED PREMISES EXCLUSION

The following is added to "Exclusions applying to employee fidelity and third party fidelity" section of the policy:  
We are not liable to indemnify you, in respect of any Direct Financial Loss or make any payment in connection with any Dishonest Acts arising out of, based upon or attributable to premises that are not externally audited annually.

All other terms and conditions remain unchanged.

INSOLVENCY EXCLUSION

The following special exclusion applies to this policy: 'We will not cover any claim under this policy arising from or attributable to the insolvency, bankruptcy or liquidation of the company/entity as the case may be'

All other terms & conditions of this policy are otherwise unchanged.'

POLICY WORDING: Ansvr Insurance Management Liability Policy Wording AUSPOLML 0624 V1



# Personal Accident Insurance

PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING

---

# Contents

<b>About Ansvr</b>	<b>3</b>	<b>Claims conditions applicable to this policy</b>	<b>10</b>
<b>Insurance from one of Australia's specialist insurers</b>	<b>3</b>	Fraudulent claims	10
About Ansvr	3	Your responsibility when making a claim	10
Giving back	3	<b>Insurance Coverage</b>	<b>10</b>
Our approach	3	Who is covered	10
<b>About this Product Disclosure Statement (PDS)</b>	<b>3</b>	What is covered	10
Contact us	3	What is not covered	10
<b>Target market determination</b>	<b>4</b>	Insured events	11
<b>Important information</b>	<b>5</b>	Special Provisions applicable to the Table of Benefits	12
Changes to the PDS	5	<b>Automatic Extensions</b>	<b>13</b>
Code of Practice	5	What is covered	13
Cooling off period	5		
Costs	5		
Critical documents	5		
Goods and services tax (GST)	5		
Resolving complaints and disputes	5		
Terrorism	6		
Your duty of disclosure	6		
Your privacy	6		
<b>The Policy: Personal Accident Insurance</b>	<b>7</b>		
<b>The contract between you and Ansvr Insurance</b>	<b>7</b>		
<b>General definitions applicable to the policy</b>	<b>7</b>		
<b>Conditions applicable to the policy</b>	<b>9</b>		
Geographical Limit	9		
Goods and Services Tax	9		
Headings	9		
jurisdiction	9		
jurisdiction	9		
Medical Information	9		
Monthly instalments	9		
Precautions by you	10		

# About Ansvar

## Insurance from one of Australia's specialist insurers

### ABOUT ANSVAR

With 60 years of experience in the Australian insurance industry, Ansvar has become a leading specialist provider of insurance and risk management solutions for the Care Services, Community Services (Not for Profits), Education and Learning, Faith Communities, Arts, Culture and Heritage and Commercial Property Owner sectors.

A highly respected and ethical insurer, Ansvar is owned by the Benefact Group, a leading insurer of heritage, religious and charitable organisations in the UK. Established in 1887, the Benefact Group gives all available profits to good causes. In recent years, the Benefact Group has given €100m to good causes and has committed to giving back €250m to good causes by 2025, truly making a real difference to the world we live in.

Ansvar's Personal Accident insurance policy has been specifically designed to protect your organisation's most valuable assets:

- Category A: Its Volunteers for injury incurred whilst performing volunteer duties.  
and/or
- Category B: Its Students/Children and/or Members for injury incurred whilst participating in your activities.

You may select either or both Categories A and/or B. The insured Categories will be shown in your Certificate of insurance.

The amount of the benefits and the circumstances in which they are paid is contained in the Insurance Coverage section starting on page 10.

### GIVING BACK

For over 25 years, Ansvar has played a small part in making a positive impact on the world through our Community Education Program (CEP). As part of our mission to give back to the community, Ansvar will continue to donate a percentage of our profits to organisations that provide valuable support to improve and enrich the lives of disadvantaged young Australians, so that they may contribute positively to the community in which they live.

Since starting in 1994, Ansvar's Community Education Program has provided a range of grants contributing over \$15 million to help fund over 100 different charities and not for profit organisations with a focus on supporting the education and life skill development needs of disadvantaged young Australians. Through a program focussed on Empowerment and Education and Outreach and Support, Ansvar has reached and made

a genuine difference to the lives of thousands of young Australians in need.

### OUR APPROACH

Service is paramount at Ansvar, and our team is committed to consistently providing the best client experience possible.

Our dedicated Claims team are focused on quickly solving the problems of our clients. With a compassionate approach they are always mindful of the reputation of our clients, particularly when handling sensitive claims.

Because Ansvar understands the varied and vast risk exposure of our clients in our core sectors, we offer expert Risk Management advice and practical solutions to help our clients protect their assets and importantly, their people.

Through our expertise and flexible underwriting approach, Ansvar offers tailored insurance solutions to provide the right cover to suit the unique needs of our client's within our core sectors.

## About this Product Disclosure Statement (PDS)

This product disclosure statement (PDS) and policy wording contains two sections:

#### 1. Important Information

Provides general information about your General Public and Product Liability Insurance policy.

#### 2. The Contract between you and Ansvar Insurance

Details the terms and conditions of your General Public and Product Liability Insurance policy.

The financial product offered in the PDS is provided by Ansvar Insurance Limited.

The Table of Contents provides a summary of the content of the PDS. The purpose of this PDS is to assist you to understand your insurance policy and enable you to make an informed choice about your insurance requirements.

The Personal Accident Insurance policy in conjunction with the Certificate of insurance and any endorsements we issue upon acceptance of your proposal, provide a full description of the terms, conditions and limitations of the insurance cover.

You will need to read the entire PDS for a full understanding of these terms, conditions and limitations including the benefits, risks and information about how the insurance premium is calculated.

Please read this PDS before you apply for this insurance. This PDS was prepared June 2023.

### CONTACT US

Ansvar Insurance Limited (Ansvar Insurance), ABN 21 007 216 506 is the issuer of this insurance policy. The registered office is Level 5, 1 Southbank Boulevard, Southbank, Victoria. The Ansvar Insurance Australian Financial Services Licence number is 237826.

Call us on 1300 650 540, email us at [insure@ansvar.com.au](mailto:insure@ansvar.com.au) or visit us at [www.ansvar.com.au](http://www.ansvar.com.au)

## Target market determination

We have produced a target market determination (TMD) document for this product. The purpose of this document is to provide customers, brokers and staff with the appropriate information to understand the type of businesses this product is designed for, how it is distributed and the approach Ansvar takes to keep it consistent with the likely objectives, financial situations and needs of their customers.

You can access a copy of the TMD for this product on [www.ansvar.com.au](http://www.ansvar.com.au) or contact us for a copy.

# Important information

## CHANGES TO THE PDS

The information in this PDS and policy wording was current at the date of preparation. We may update some of the information in the PDS, that is not materially adverse to you from time to time, without needing to notify you. You can find out if we have updated the PDS and obtain a copy of any updated information by contact us on 1300 650 540 or visiting our website at [ansvar.com.au](http://ansvar.com.au). We will be pleased to provide you a free paper copy of any updates if you request them.

If it becomes necessary, we will issue a supplementary or replacement PDS.

## CODE OF PRACTICE

The General Insurance Code of Practice (the Code) was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

You can obtain information on the Code and how it assists you by contacting us on 1300 650 540.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Committee please go to the following website [insurancecode.org.au](http://insurancecode.org.au).

## COOLING OFF PERIOD

We will refund the entire premium you have paid for cover under this insurance policy if you cancel the policy within 21 days of its commencement. To do this, you must advise us in writing and return the Certificate of insurance to your nearest Ansvr Insurance office. The policy will be cancelled with effect from the inception date. You will not receive a refund if you have made a claim or intend to claim under the insurance policy.

## COSTS

The premium payable by you for this insurance policy is shown in your Certificate of insurance.

The premium payable will be determined considering factors such as those listed below.

Your premium may alter if you make changes to your insurance cover or your circumstances change during the period of insurance.

RELEVANT RATING	FACTORS WHICH MAY INCREASE YOUR PREMIUM	FACTORS MAY INCREASE YOUR DECREASE YOUR PREMIUM
Capital/Weekly Benefits Limit	Higher Capital/Weekly Benefit	Lower Capital/Weekly Benefit
Deferral Period	Low Period	High Period
Type of Activities	Heavy manual work	Light clerical work
No. of Insured persons	High number of Insured persons	Low number of Insured persons
Claims history	Adverse previous claims	Low number of previous claims
No. of Years in Operation	New business venture with minimal history	Well established business operations with documented history

Premiums and fees are subject to Commonwealth and State taxes and levies which include Goods and Services Tax and Stamp Duty. All are shown in your Certificate of insurance.

## CRITICAL DOCUMENTS

It is important to read/retain the following documents and keep them in a safe and convenient place:

- this document;
- your current Certificate of insurance;
- endorsements.

Remember to regularly review your insurance policy, particularly at renewal to ensure your insurance policy provides the cover that you currently need.

## GOODS AND SERVICES TAX (GST)

This insurance policy has provision for payment of Goods and Services Tax:

- By you in relation to premiums;
- By us in relation to claims.

## RESOLVING COMPLAINTS AND DISPUTES

Ansvr Insurance is committed to resolving any complaints in relation to our products, services or handling of personal information.

Our process has three key stages.

### 1. Talk to us

Discuss your complaint with us by calling 1300 650 540 or sending an email outlining your concerns to [insure@ansvar.com.au](mailto:insure@ansvar.com.au) and one of our team members will assist you. We will acknowledge

---

## Important Information (continued)

receipt of your complaint within one business day. The team member will refer you to a manager if they are unable to resolve the matter for you. If you are not satisfied with the response, please go to step 2.

### 2. Contact our service centre

You may request a review of your complaint by our Dispute Resolution Committee.

Contact us on 1300 650 540, or by email: [insure@ansvar.com.au](mailto:insure@ansvar.com.au) or post: Ansvr Disputes Resolution GPO Box 1655, Melbourne, Victoria 3001. Our service team will contact you if they require further information and they will provide you with an outcome within 30 calendar days of us receiving notice of the complaint. Please ensure you provide us with your preferred contact details.

### 3. Refer for external dispute resolution

If we are unable to resolve your complaint, you may seek advice from the Australian Financial Complaints Authority (AFCA).

Website: [afca.org.au](http://afca.org.au)

Phone: 1800 931 678 (free call)

## TERRORISM

This policy excludes cover as a result of terrorism.

In the event that bodily injury occurs and is linked to an event declared a terrorism incident by the responsible Government Minister, then you may be afforded protection within the limits of indemnity of this policy by virtue of the *Terrorism and Cyclone Insurance Act 2003* (Cth), including any subsequent amendment, re-enactment, replacement or successor legislation, and any regulations made there under.

A more detailed explanation of the operation of the *Terrorism and Cyclone Insurance Act 2003* (Cth) can be obtained at [www.arpc.gov.au](http://www.arpc.gov.au).

## YOUR DUTY OF DISCLOSURE

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty to disclose these matters to us before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

### If you do not tell us something

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

## YOUR PRIVACY

Ansvr places the highest priority on protecting the privacy of your personal information.

### Why we collect personal information

The information we collect is used to assist us to provide our products and services, including to process and settle claims; to manage our relationship with you; and to meet our legislative obligations as an insurer.

If you do not provide the personal information we require, we may not be able to provide you with our products and services.

### How we collect personal information

Information is generally collected from you or your insurance broker when you are applying for or enquiring about our insurance products, or when making a claim. We may also collect your personal information from people who are involved in a claim, or assist us in investigating or processing claims.

### Who we disclose your personal information to

At times we rely on third party suppliers (agents, lawyers, other insurance companies, assessors, investigators, loss adjusters, market research and mailing houses) to perform specialised activities for us. Your personal information may be provided to them so that they can carry out their agreed activities. They are bound by confidentiality agreements and are prohibited from using the information for any other purpose. These service providers are aware of their obligations under the *Privacy Act 1988* (Cth) and the General Insurance Code of Practice.

We are unlikely to provide your personal information to overseas recipients.

# The Policy: Personal Accident Insurance

## The contract between you and Ansvar Insurance

In consideration of payment of your premium, and subject to your obligations under this PDS and insurance policy, we will insure you under this policy, and as shown in your certificate of insurance. Your insurance commences from the time we accept your proposal or variation and concludes at 4.00pm local standard time on the dates shown in the Certificate of insurance.

If the terms of this policy are not observed, cover may be reduced or cancelled to the extent that the non-compliance prejudices our interests.

## General definitions applicable to the policy

Certain words and phrases that appear in this **policy** in bold italics have special meanings as set out below where used in this **policy**;

**accident** means a single event that results in **bodily injury** that is both unexpected and undesired by an **insured person**, provided that this shall not include any event that results in sickness or disease

**aggregate limit of liability** means the amount shown in the **certificate of insurance** which is the maximum amount **we** will pay for any one event or in any **period of insurance**.

**aircraft** means any vessel, craft or thing made or intended to fly, glide or move in or through the atmosphere or space, or over water, and includes hovercraft.

**asbestos** means **asbestos**, **asbestos** fibres or any derivatives of **asbestos** including any **product** containing any **asbestos**, **asbestos** fibres or any derivatives of **asbestos**.

**benefit period** means the maximum number of weeks shown in the **certificate of insurance** and starting with the end of the **deferral period** during which temporary **total disablement** or **partial disablement** benefits are payable.

**bodily injury** means injury caused solely and directly by an **accident**, including exposure to the elements subsequent to an **accident**, which occurs during the **period of insurance** (but does not include any condition which is also a sickness or disease or any degenerative condition unless caused as a direct result of a **bodily injury**). Provided that the **bodily injury** results solely and independently of any other cause (including pre-existing physical or congenital conditions) and occurs within 12 calendar months from the date of such **accident**.

**Capital benefits** means the amount shown in **your certificate of insurance** for **capital benefits**.

**certificate of insurance** means document so named attaching to the **policy** and any further **certificate of insurance** issued subsequently by **us**, extending or varying the **policy** showing;

- i. the selected **insuring clause**/s selected by **you** for insurance under the **policy**;
- ii. the **excess** applicable to each selected **insuring clause** and automatic extension to the selected **insuring clause**;
- iii. any special terms applicable to **your policy**;
- iv. the **limit of liability** and the **aggregate limit of liability** applicable to each **insuring clause**;
- v. the aggregate **policy** limit; and
- vi. the premiums payable for this insurance.

**child/children** means any person under the age of 18 years officially registered for care with **you**.

**deferral period** is the period of time shown in the **certificate of insurance** during which no benefits are payable for temporary **total disablement** or temporary **partial disablement**.

**direct travel** means travel between a **volunteer's** place of residence and his or her place of voluntary work and shall include any minor deviations or interruptions which in no way increase the risk of injury that would have normally arisen had the **volunteer** travelled directly.

**excess** means the amount **you** must contribute towards a **claim** where specified within this **policy** and/or any endorsement.

**illness** means a sickness or disease or degenerative condition of any kind.

**income** means

- For a "salaried **employee**" (not otherwise covered below), their weekly pre-tax **income**, excluding commission, bonuses, overtime payments and any allowances, averaged during the period of 12 months immediately preceding the date of Temporary **Partial Disablement** or Temporary **Total Disablement** (whichever is relevant) or over such shorter period as they have been employed; or
- For a "salary packaged" **employee**, their weekly pre-tax **income** derived from personal exertion (including, but not limited to wages, motor **vehicle** and/or travel allowances, club subscriptions and fees, housing loan or rental subsidy, clothing and meal allowances (but excluding bonuses, commissions, overtime payments), averaged over the period of 12 months immediately preceding the date of Temporary **Partial Disablement** or Temporary **Total Disablement** (whichever is relevant) or over such shorter period as they have been employed..
- For a "self employed person", their weekly pre-tax **income** derived from personal exertion after deduction of all expenses incurred in connection with the derivation of that **income**, averaged over the period of 12 months immediately preceding the date of Temporary **Partial Disablement** or Temporary **Total Disablement** (whichever is relevant) or over such shorter period as they have been self-employed.

**Insured person** means the persons specified in the **certificate of insurance** under Category A and/or B.

**limb** means an arm at or above the wrist or a leg at or above the ankle whether in the singular or plural.

---

## The Policy: Personal Accident Insurance (continued)

**medical practitioner** means a person who

- is defined as a **medical practitioner** under the **National Law** or regulations made under **National Law**; and
- is registered under the **National Law** to practice that profession.

**member** means any person officially registered for membership with **you**.

**National Law** means the *Health Practitioner Regulation National Law established under the Health Practitioner Regulation National Law Act 2009* (Cth) (as amended or replaced) or equivalent legislation enacted in any state or territory of Australia.

**partial disablement** means disablement that prevents the **Insured person** from substantially attending to the normal duties of an **Insured person**'s usual occupation as certified by a legally qualified **medical practitioner**.

**period of insurance** means the time and date cover under this **policy** starts to the time and date cover under this **policy** expires as shown in the **certificate of insurance**.

**permanent** means lasting in **excess** of 12 calendar months from the commencement of **total disablement** and at the end of that period being considered unlikely to improve and will continue for an indefinite period.

**policy** means this contract of insurance entered into between **you** and **us**.

**student/students** means any person officially enrolled for education with **you**.

**terrorism act** means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division of that nation, or in pursuit of political, religious, ideological, ethnic or similar purposes or reasons to intimidate the public or a section of the public of any nation, by any person or groups of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto, and which:

- Involves force or violence against one or more persons, or threat thereof; or
- Involves damage to property or injuries to persons; or
- Endangers life of persons other than that of the person committing the action; or
- Creates a risk to health or safety of the public or a section of the public; or
- Is designed to interfere with or disrupt an electronic or **computer system**.

**total disablement** means disablement that entirely prevents the **Insured person** from carrying out all the normal duties of the **Insured person**'s usual occupation, as certified by a legally qualified **medical practitioner**.

**volunteer** means any person who is legally entitled to be engaged by **you** to work or to provide services to **you** or on **your** behalf for **your** benefit in the carrying out of **your operations** and who receives no remuneration or **compensation** in money or any other benefit for carrying out their duties for **you**.

**we, us, our** means Ansvr Insurance Limited ABN 21 007 216 506 AFS Licence No 237826.

**weekly bodily injury** benefits means the amount shown in **your certificate of insurance** for **weekly bodily injury** benefits.

**you, your, yours** means the company, organisation or person insured and shown in the **certificate of insurance**.

## Conditions applicable to the policy

The following conditions apply to this **policy**.

### CANCELLATION

**You** may cancel this **policy** at any time by notifying **us** in writing. If **you** pay **your** premium by monthly instalments, **you** will be required to pay **us** any unpaid instalments that are due up to the date of the **policy** cancellation.

**We** may cancel this **policy** in accordance with the *Insurance Contracts Act 1984*.

In the event of cancellation, **we** will be entitled to retain premium for the period during which this **policy** has been in force. **We** may also retain any government taxes, duties or levies **we** cannot recover.

If **you** have made a **claim** under this **policy** and **we** have paid or agreed to pay the full **limit of liability** applicable to the **period of insurance** for any cover under a Section of this **policy**, no return of premium will be payable for any unused portion of the **period of insurance** for that cover.

### CHANGES

Every change materially affecting the facts or circumstances existing at the commencement of this insurance, or at any subsequent renewal date, must be notified to **us** in writing immediately after such change comes to the notice of the persons, entities or organisations named as the insured in the **certificate of insurance**. **We** will advise **you** in writing if an additional **excess**, additional premium or additional terms or conditions are applied to **your policy**.

To continue to be covered **you** must agree to pay any additional premium **we** may require.

**We** may also decide to cancel the **policy**, if permitted, in accordance with the provisions of the *Insurance Contracts Act 1984* (Cth) and return any refund of premium to **you**.

If the **insured person** does not notify **us** of a material change, **you** may not be covered under **your policy** or **we** may reduce the amount that **we** are liable to pay **you**.

### GEOGRAPHICAL LIMIT

Cover provided under this **policy** is limited to events occurring within the Geographical Limit as detailed within the **certificate of insurance**.

### GOODS AND SERVICES TAX

**You** must inform **us** of the extent to which **you** are entitled to an Input Tax Credit (ITC) for the premium each time that a **claim** is made under this **policy**. No payment will be made to **you** for any GST liability that **you** may acquire on the settlement of a **claim** if **you** have not informed **us** of **your** entitlement or correct entitlement to an ITC.

Notwithstanding anything contained in this **policy**, **our** liability in respect of a **claim** under this **policy** will be calculated taking into account any Input Tax Credit (ITC) to which **you** are entitled for any acquisition relevant to a **claim**, or to which **you** would have been entitled if **you** were to have made the relevant acquisition.

If the **limit of liability** is not sufficient to cover **your** loss, **we** will only pay GST (less any relevant ITC) that relates to **our** proportion of **your** loss. **We** will pay the GST amount in addition to the **limit of liability**, sub **limit of liability** or any sum insured.

For the purposes of this General condition, 'GST', 'ITC', 'acquisition' and 'supply' have the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999*.

### HEADINGS

In this **policy**, unless the context otherwise requires, headings are merely descriptive and not to aid interpretation.

### JURISDICTION

This **policy** shall be governed by and construed in accordance with the laws of Australia. Any dispute shall be resolved in accordance with the laws of Australia.

### JURISDICTION

This **policy** shall be governed by and construed in accordance with the laws of Australia. Any dispute shall be resolved in accordance with the laws of Australia.

### MEDICAL INFORMATION

No benefit is payable unless the **Insured person** obtains and follows medical advice from a qualified **medical practitioner**. Any benefit commences from the time the **Insured person** first sought medical advice following a **bodily injury** subject always to the applicable **deferral period** as shown in the **certificate of insurance**. The **Insured person** or his/ her legal representative must supply **us** with appropriate supporting medical information from a **medical practitioner** in relation to any **claim** made under this **policy**.

Further, **we** may at **our** own expense arrange for any a medical examination of the injured person when and as often as **we** may reasonably require or arrange for an autopsy to be performed. **We** may also at any time during the **claim** ask for any further information that **we** may reasonably require or appoint a person to conduct reasonable further enquiries into the nature and circumstance of the **claim**.

**We** may also request a progressive **claim** form be completed by the **Insured person's** attending physician or specialist.

### MONTHLY INSTALMENTS

**You** may pay **your** premium by monthly instalments direct from a financial institution or from **your** credit card. **You** should note that this may incur an additional cost. However, if any monthly instalment is dishonoured by **your** financial institution this **policy** may not operate. **We** may refuse to pay a **claim** in whole or in part if, at the date of a loss or **claim**, any monthly instalment has remained unpaid for at least 14 days, unless **we** have agreed otherwise in writing.

If **we** settle **your claim** by paying the full **limit of liability** of this **policy**, **we** will deduct any outstanding instalments from the amount **we** pay on **your** behalf.

Should the financial institution holding **your** account return or dishonour a direct debit payment due to lack of funds in **your** account, **we** will charge **you** for any direct or indirect costs which **we** incur arising from the payment being returned or dishonoured.

---

## The Policy: Personal Accident Insurance (continued)

### PRECAUTIONS BY YOU

**You** are required to take reasonable and practicable:

- a) precautions to avoid injury to **your** Insured persons by practicing robust risk management which is relevant to **your** activities;
- b) measures to comply with all statutory obligations, regulations and safety requirements imposed by any authority;
- c) measures to ensure that Insured persons are assessed for their ability to undertake the required work or participate in activities;
- d) measures to ensure that Insured persons are not requested to perform work or participate in activities that are clearly beyond their experience and ability.

## Claims conditions applicable to this policy

The following conditions (**Claim** conditions) apply to all sections of this **policy**.

### FRAUDULENT CLAIMS

As a protection for all insurance policyholders, **we** reserve the right to take legal action against any person who makes a fraudulent **claim**

### YOUR RESPONSIBILITY WHEN MAKING A CLAIM

Following any event which results in **bodily injury**, and which may or is likely to give rise to a **claim** under this **policy**, it is **your** responsibility to advise **us** by telephone, email, internet, letter or in person as soon as reasonably possible and promptly provide any information **we** request.

A **claim** form may be sent to **you** to provide the information **we** may require. **You** must complete and return this form with reasonable dispatch.

## Insurance Coverage

### WHO IS COVERED

**We** will cover **bodily injury** to persons insured under the following categories if shown in the **certificate of insurance**.

Category A: All **your volunteers**

Category B: All **your students/children** and/or **members**

### WHAT IS COVERED

Category A: If during the **period of insurance** and while performing voluntary work for **you** including any **direct travel** to and from the place of work, a **volunteer** suffers **bodily injury** which results in one of the insured events listed in the table of benefits, **we** will pay the **volunteer** the corresponding percentage set out in the table of benefits.

Category B: If during the **period of insurance** and while participating in activities of or receiving services of the **yours**, a **child, student** or **member** suffers

**bodily injury** which results in one of the insured events listed in the table of benefits, **we** will pay the **child's** parent or guardian, **student** or **member** the corresponding percentage set out in the table of benefits.

### WHAT IS NOT COVERED

**We** will not pay for any **claim** directly or indirectly arising from or connected with:

1. death or **bodily injury** to an **Insured person** caused by acquired immune deficiency syndrome (AIDS) or human immunodeficiency virus (HIV) and/or any of their mutant derivatives or variations that was diagnosed before the beginning of the **period of insurance**;
2. Highly pathogenic avian influenza in humans; or
  - Any disease(s) determined to be a listed human disease pursuant to subsection 42(1) of the *Biosecurity Act 2015* (Cth), or any subsequent amendment, replacement or successor legislation of the Commonwealth of Australia, including delegated legislation; or
  - Any pandemic or epidemic, as declared as such by the World Health Organisation; or
  - Any mutation of the diseases described in the above

Including any fear or threat thereof (whether actual or perceived) or action taken by a competent public authority in controlling, preventing or suppressing such disease;

3. an **Insured person** who is:
  - intoxicated or under the influence of illegal drugs;
  - taking part in a riot, strike or civil commotion;
  - taking part in naval, military or air force service or **operations**;
  - acting maliciously;
  - participating in racing or training for racing or trialling in or on any motor powered conveyance;
  - engaging in any competitive **professional sporting activities** such as but not limited to football, rugby, soccer, basketball, netball, provided that this exclusion does not apply to amateur/recreational/social games;
  - engaging in any gymnastics, wrestling, underwater activities, mountaineering, cliff or rock-climbing, abseiling, flying fox/giant swings, cycling and mountain bike riding, white water rafting/canoeing (above class 2 rapids), water skiing, power boating, snow skiing/boarding, hunting, polo, snow or ice sports, parachute jumping, sky diving, hang gliding, skateboarding, ice-skating, leap of faith/pamper pole activities, archery, sea-kayaking, paintball/skirmish, fun runs, ropes courses, surfing, horse riding, trail/motor bike riding, four wheel driving, riding or driving in any kind of race, caving, rifle/firearms shooting, quad-bike riding, paragliding, dune buggy riding, vertical and horizontal bungee jumping, hot air ballooning, gladiator games, go-karting, boxing or martial arts;
  - travelling in any unlicensed **aircraft** or flying or engaging in any other aerial activity as part of an **aircraft's** crew.
4. death or **bodily injury** sustained by an **Insured person** whilst:
  - engaged in demolition, erection, construction or structural alteration of **buildings**, bridges, roads, tunnels or dams and/or;

## The Policy: Personal Accident Insurance (continued)

- using power equipment, unless it is proven by **you** that such **Insured person** had the necessary skills for and experience to be involved in such activity;
5. any type of hernia suffered by an **Insured person**, however caused;
  6. suicide, attempted suicide or any deliberately self-inflicted **bodily injury**;
  7. any illegal or criminal act committed by an **Insured person**;
  8. pregnancy, childbirth, miscarriage or the complications of these conditions;
  9. any known condition existing prior to commencement of this Section of the **policy**, or aggravation of any such condition or degenerative condition unless such condition has been notified to **us** in writing and accepted by **us** in writing, and **you** agree to pay any extra premium applied by **us**. **Our** decision on acceptance of such conditions shall not be unreasonably withheld.
  10. death or **bodily injury** which would not have occurred but for the presence of **asbestos**.
  11. **illness** except where caused directly as a result of the **bodily injury**.
  12. any death or disablement benefit unless the event occurs within twelve calendar months of the date of the **accident** which caused the event.
  13. any benefit for the **deferral period** shown in the **certificate of insurance**.
  14. **total disablement** or **partial disablement** due to **bodily injury** that is not supported by medical certification from a **medical practitioner**.
  15. any benefits where **you** receive or are entitled to receive **compensation** under workers or transport **accident compensation** legislation or any other insurance **policy** specifically covering the same risk. Provided that this **policy** will provide the difference in benefit where the benefits under this **policy** exceed the other benefits to which **you** are entitled.
  16. War, civil war, invasion acts of foreign enemies, hostilities or warlike operations (whether declared or not), mutiny, rebellion, revolution, insurrection, uprising, military or usurped power;
  17. Nuclear weapons, radiation or radioactivity from any nuclear fuel or nuclear waste arising from the combustion of nuclear fuel and/or any self-sustaining process of nuclear fission;
  18. loss or liability arising directly or indirectly from or based upon or attributable to or in consequence of any **terrorism act**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to a **terrorism act**;
  19. Sanctions Exclusion - **We** shall not be deemed to provide cover or 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 **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, European Union, United Kingdom or United States of America.

## INSURED EVENTS

TABLE OF INSURED EVENTS	TABLE OF BENEFITS
<b>Bodily injury</b> resulting solely and directly and independently of any other cause in:	Benefit payable as a percentage of the <b>Capital Benefits</b> shown in the <b>certificate of insurance</b>
1. Death	100%
2. <b>Permanent total disablement</b>	
3. <b>Permanent</b> and incurable paralysis of all limbs	
4. <b>Permanent</b> total <b>loss</b> of sight of both eyes	
5. <b>Permanent</b> total <b>loss</b> of use of two limbs	
6. <b>Permanent</b> and incurable major brain <b>damage</b>	
7. <b>Permanent</b> total <b>loss</b> of hearing in both ears	
8. <b>Permanent</b> total <b>loss</b> of use of four fingers and thumb of either hand	75%
9. <b>Permanent</b> total <b>loss</b> of use of four fingers of either hand	
10. <b>Permanent</b> total <b>loss</b> of sight of one eye	
11. <b>Permanent loss</b> of use of one hand and one foot	
12. <b>Permanent loss</b> of use of one hand or one foot	50%
13. <b>Permanent</b> total <b>loss</b> of hearing in one ear	
14. <b>Permanent</b> disfigurement from burns to more than 25% of the surface area of the head and neck	
15. <b>Permanent loss</b> of speech	30%
16. <b>Permanent</b> disfigurement from burns to more than 25% of the surface area of the remainder of the body other than head and neck	
17. <b>Permanent loss</b> of use of thumb (two joints)	25%
18. <b>Permanent partial disablement</b>	
19. <b>Permanent loss</b> of use of thumb (one joint)	15%
20. <b>Permanent loss</b> of use of toes (all either foot)	
21. <b>Permanent loss</b> of use of fingers (three joints)	10%

## The Policy: Personal Accident Insurance (continued)

TABLE OF INSURED EVENTS	TABLE OF BENEFITS
22. <b>Permanent loss</b> of use of fingers (two joints)	7%
23. Shortening of leg by at least 5cm	
24. <b>Permanent loss</b> of use of big toe (both joints)	6%
25. <b>Permanent loss</b> of use of fingers (one joint)	5%
26. <b>Permanent loss</b> of use of big toe (one joint)	3%
27. <b>Permanent loss</b> of use of toes (each toe – other than big)	1%
28. Fracture to vertebrae (excluding paralysis) that requires surgery	\$5,000
29. Rupture of internal organs (following accident)	
30. Fracture to hip, pelvis, skull	\$3,000
31. Fracture to vertebrae (excluding paralysis) that does not require surgery	\$2,500
32. <b>Loss</b> of testicle	\$2,000
33. Fracture to leg or patella with established non-union	\$1,500
34. Knee injury (ligament)	
35. Fracture to any finger, thumb, toe, hand, foot	\$1,250
36. Fracture to arm, elbow, wrist, ankle, knee, leg (compound)	
37. Fracture to head (any bones other than skull or spine)	\$1,000
38. Fracture to shoulder	\$750
39. Fracture to collarbone, sternum	
40. Fracture to jaw	\$500
41. Fracture to arm, elbow, wrist, ankle, knee, leg	\$350
42. Fracture to cheekbone	\$300
43. Fracture to any finger, thumb, toe, hand, foot	\$250
44. Fracture to ribs	\$200

TABLE OF INSURED EVENTS	TABLE OF BENEFITS
45. Fracture to nose	\$100
46. <b>Loss</b> or <b>damage</b> to <b>permanent</b> (second) teeth	\$500 per tooth, maximum \$3,000 in total
47. <b>Loss</b> or <b>damage</b> to first teeth/milk teeth	\$250 per tooth, maximum \$1,500 in total
48. Temporary <b>total disablement</b>	100% of the <b>weekly bodily injury benefit</b> or 80% of the average weekly <b>income</b> , whichever is the lesser, during the <b>benefit period</b> .
49. Temporary <b>partial disablement</b>	50% of the <b>weekly bodily injury benefit</b> or 50% of the average weekly <b>income</b> whichever is the lesser, during the <b>benefit period</b>

### SPECIAL PROVISIONS APPLICABLE TO THE TABLE OF BENEFITS

- For events 1 to 47, the amount payable is the percentage of the **capital benefits** or the maximum benefit amount shown in the **certificate of insurance** against the events or the amount shown in the table of benefits, provided that:
  - the aggregate total of all payments under events 1 to 47 inclusive will not exceed 100% of the **capital benefits** stated in the **certificate of insurance** for any one **Insured person**, any one **bodily injury**
  - any **compensation** paid or payable for events 1 to 47 will be reduced by any **sum** paid or payable for events 48 or 49 in respect of the same **bodily injury**.
- For events 48 and 49 **we** will pay the percentage of the **weekly bodily injury** benefits in accordance with the Table of Benefits provided that:
  - if events 48 and 49 happen to an **insured person** in respect of the same **bodily injury we** will only pay the higher of benefits listed;
  - We** will not make payment for longer in aggregate than the **benefit period** shown in the **certificate of insurance**;
  - We** will not pay for any injured insured who is not engaged in employment, a profession or paid at the time they first suffered the **bodily injury** does not suffer a **loss of income** following his/her **bodily injury**;

## The Policy: Personal Accident Insurance (continued)

3. After the **occurrence** and payment of any one of events 1 to 7 which results in benefits being paid in accordance with this table of benefits for any one **insured person** or in the case of event 1, the insured beneficiary, **we** will have no further liability under this insurance **policy** in respect of that particular **Insured person** in respect to the insured event.
4. If, as a result of **bodily injury**, (weekly) bodily injury benefits have been paid under this table of benefits and the **Insured person** suffers a recurrence of **total disablement** or **partial disablement** while this **policy** is in force as a result of the same or a related cause or causes, this subsequent period of **total disablement** or **partial disablement** will be deemed to be a continuation of the prior period of **total disablement** or **partial disablement** and will not be subject to a further **deferral period**. However, if between such periods the **Insured person** has performed the normal duties of his/her usual occupation on a full-time, part-time and/or casual basis for at least six consecutive months, any subsequent period of **total disablement** or **partial disablement** will be deemed to be the result of a new **bodily injury** and subject to a new **deferral period**.
5. Any benefits payable under this **policy** will be reduced by the amount of **compensation** the **Insured person** receives or is entitled to receive in respect of the **bodily injury** under workers or transport **accident compensation** legislation, or other legislative schemes or established funds.
6. **Our** total liability for any one **accident** shall not exceed the amount of the maximum benefit shown in the table of benefits or the maximum **weekly bodily injury** benefit entitlement as shown in the **certificate of insurance**, whichever is the greater.
7. **Our** total liability in respect of all **claims** made under this **policy** during any one **period of insurance** shall not exceed the **aggregate limit of liability** shown in the **certificate of insurance**.

## Automatic Extensions

### WHAT IS COVERED

#### 1. Exposure and disappearance

**We** will also pay the percentage shown in the table of benefits for **capital benefits**, **weekly bodily injury** benefits as shown in **your certificate of insurance** if as a result of **bodily injury** the **insured person** is exposed to the elements and as a result of that exposure within 12 months suffers an event set out in the table of insured events.

If the body of an **insured person** is not found within 12 months after disappearance, death will be presumed in the absence of any evidence to the contrary. The capital benefit amount set out in the table of benefits will become payable, subject to a signed undertaking by the beneficiary that, if the **insured person** is subsequently found alive, such death benefit amount shall be refunded to **us**.

#### 2. Emergency Travel/Accommodation Expenses

**We** will also pay emergency travel, accommodation and other expenses necessarily and reasonably incurred solely and directly as result of **bodily injury** sustained and not recoverable from any other source, but excluding hospital

and/or medical costs where legislation prohibits in Australia the refund of such fees or costs, provided that;

- a. **our** liability for this additional benefit does not exceed \$5,000; and
- b. is subject to the limit for **our** total liability under How much We Will Pay.

#### 3. Domestic Help

**We** will also pay the cost of domestic help where the where the **bodily injury** suffered by the **insured person** necessitates expenditure for the employment of domestic help including care for **children** or dependents, provided that;

- a. the domestic help is carried out by persons other than **members** of the **Insured person's** family or other relatives or persons permanently living with the **Insured person**;
- b. the requirement for domestic help at home is certified by a duly qualified **medical practitioner** as being essential owing to the nature of the injury for the recovery of the **Insured person**;
- c. no benefit is payable for the first seven days of disablement;
- d. **our** liability for this additional benefit does not exceed \$5,000; and
- e. is subject to the limit for **our** total liability under How much We Will Pay.

#### 4. Weekly child carer's benefit

If **bodily injury** prevents a **child** from attending school and requires a **child** to be cared for at home or elsewhere in accordance with the instructions or professional advice of a qualified **medical practitioner**, **we** will pay either:

- a. loss of **income** incurred by the **child's** parent or guardian if he/she is unable to engage in his/her usual employment in order to care for the **child**, or
- b. the expenses necessarily incurred in engaging a qualified carer during the hours that the **child** would otherwise have attended the school.

provided that:

- a. **we** will not pay more than \$200 for each day that the **child** is unable to attend school;
- b. no benefit is payable for the first three days that the **child** is unable to attend school.
- c. **we** will not pay any benefit during the period that the **child's** parent or guardian is entitled to paid carer's leave from his/her employer.
- d. **we** will not pay any benefits, where the **child** is admitted or being cared for in a hospital.
- e. **our** liability for this additional benefit does not exceed \$10,000; and
- f. is subject to the limit for **our** total liability under How much We Will Pay.

#### 5. Work Transport Benefit

On the **occurrence** of Temporary **Partial Disablement** (Event 49) and in the event that an **Insured person** requires transportation assistance in order to get to and from their usual place of employment or Return To Work Program Assistance **location** due to their disablement, **we** will refund upon receipt of tax invoices, reasonable actual transport costs to a maximum amount of \$50 per day.

---

## The Policy: Personal Accident Insurance (continued)

Transportation assistance must be provided by a licensed public transportation provider, such as a bus, train, taxi, ferry operator or the like. The provider of the transportation cannot be someone who is either related to, or lives with the **Insured person**, provided that:

- a. **our** liability for this additional benefit does not exceed \$6,500; and
- b. is subject to the limit for **our** total liability under How much We Will Pay.

### 6. Reimbursement of Club Membership Fees

On the **occurrence** of any of the Insured Events 1 to 27 and where an **Insured person** will no longer reasonably derive any benefit from membership of a recreational or professional club or association, **we** will reimburse the **Insured person**, on a pro-rata basis from the date of injury, for a maximum of two memberships, upon actual receipt of tax invoices to a maximum amount \$600 per membership and is subject to the limit for **our** total liability under How much We Will Pay, provided that:

- a. the opinion that the **Insured person** will not derive any benefit from membership is certified by a duly qualified **medical practitioner** owing to the nature of the injury.

### 7. Indexation to Weekly Benefits after 12 Months

After payment of the benefit amount under Insured Events 48 or 49 continuously for 12 months, and again after for each subsequent period of 12 months for which a benefit is payable, the benefit will be increased by 5% per annum on a compound basis.

### 8. Return to Work Program Assistance

On the **occurrence** of Insured Event 48 or 49, **we** will reimburse expenses for participation in a return to work program, retraining program, or rehabilitation program by the **Insured person**, provided such participation is undertaken with **our** written consent and the agreement of the **Insured person's** doctor, provided that:

- a. this benefit will be limited to the actual costs incurred by the **Insured person** but not exceeding \$5,000 in total; and
- b. is subject to the limit for **our** total liability under How much We Will Pay.

### 9. 26 Weeks Guaranteed Up-front Payment

If an **Insured person** sustains a **bodily injury** and is entitled to benefits under insured event 49 and upon receipt of medical evidence from a **medical practitioner** certifying that the total period of Temporary **Total Disablement** will be a minimum of 26 weeks, **we** will immediately pay 26 weeks' benefits as provided for in the **certificate of insurance**.

### 10. Funeral Costs

If during the insurance period, an **Insured person** sustains an injury resulting in death **we** will also pay in addition to the capital benefit all reasonably incurred charges for the cost of a funeral, provided that:

- a. **our** liability for this additional benefit does not exceed \$5,000; and
- b. is subject to the limit for **our** total liability under How much We Will Pay.

### 11. Home Tutoring Costs

If an **Insured person** attending school suffers disablement in respect of which **compensation** would have been payable under items 48 and 49 of the Table of Insured Events, except that no **compensation** is payable by reason of special provision 2c, **we** will pay the weekly cost of home tutoring reasonably and necessarily incurred by the **Insured person**, provided that:

- a. the requirement for home tutoring is certified by a duly qualified **medical practitioner** as being essential owing to the nature of the injury for the recovery of the **Insured person**;
- b. the home tutoring is carried out by persons other than **members** of the **Insured person's** family or other relatives or persons permanently living with the **Insured person**;
- c. no benefit is payable for the first 7 days of disability;
- d. **our** maximum liability for this additional benefit is up to \$200 per week for a maximum of 26 weeks; and is subject to the limit for **our** total liability under How much We Will Pay.

### 12. Home/Car Renovation Benefit

If an **Insured person** suffers a **bodily injury** for which a benefit is payable under the tables in this **policy**, **we** will also pay the cost of modification to their home and/or car modification that is required as a direct result of that **bodily injury**, subject to actual receipt of tax invoices and provided that:

- a. a **medical practitioner** certifies that the modification is required for the **insured person**; and
- b. **our** liability for this additional benefit does not exceed \$15,000; and
- c. is subject to the limit for **our** total liability under How much We Will Pay.

### 13. Other Out of Pocket Expenses

**We** will also pay other expenses not otherwise insured under this **policy** and necessarily incurred solely and directly from **bodily injury** sustained and not recoverable from any other source, but excluding hospital and/or medical costs where legislation prohibits in Australia the refund of such fees or costs, provided that:

- a. any **claim** for medical expenses is certified by a **medical practitioner**;
- b. **our limit of liability** for this additional benefit does not exceed \$5,000; and
- c. is subject to the limit for **our** total liability under How much We Will Pay.

any **claim** for medical expenses is subject to an **excess** of \$100.

### 14. Corporate Image Protection

If an **Insured person** suffers a **bodily injury** whilst engaged in voluntary work for **you** or participating in **your** activities, and in **our** opinion, this is likely to result in a valid **claim** under the **policy** in respect to Events 1 or 2, **we** will reimburse **you** for costs (other than **your** own internal costs) incurred for the engagement of image and/or public relations consultants; and/or the release of information through the media. Costs must be incurred within 20 days of, and directly in connection

---

## The Policy: Personal Accident Insurance (continued)

with, such **bodily injury** and must be incurred to protect and positively promote **your** organisation's image.

The maximum amount **we** will pay is \$5,000 subject to the limit for **our** total liability under How much We Will Pay with respect to any one event or set of circumstances and is subject to **you** giving **us** a signed undertaking that any amount paid to **you** will be repaid to **us** if it is later found that a valid **claim** did not or will not eventuate.

### HOW MUCH WE WILL PAY

For any **Insured person** under the age of 18 years or over the age of 75 years, the maximum **capital benefit** is \$50,000 and the maximum **weekly bodily injury benefit** is \$1,000 or the benefits shown in the **certificate of insurance** whichever are the lesser.

**Our** total liability for any one **accident** in respect of one **Insured person** shall not exceed the **capital benefits** and/or the **weekly bodily injury benefits** shown in the **certificate of insurance**.

Further, **our** total liability for any one accident for any one **Insured person** in respect to the Automatic Extensions shall not exceed \$20,000.

For all claims resulting from an insured event, **we** will not be liable for any amount in excess of the **aggregate limit of liability** stated in the **certificate of insurance** for all **Insured persons** under this **policy**. In the event that all benefits payable exceed the **aggregate limit of liability**, benefits will be payable in respect of each **Insured person** a pro rata basis.



1300 650 540

[www.ansvar.com.au](http://www.ansvar.com.au)

Ansvar Insurance Limited, Level 5, 1 Southbank Blvd, Southbank, VIC, 3006

ABN 21 007 216 506 AFSL 237826

Proudly part of the **BENEFACT GROUP** 