Retirement Village Information Statement

Retirement Villages Act 1986, section 19
Retirement Village Regulations 2026, regulations 11-12

This form is approved by the Director, Consumer Affairs Victoria under section 19 of the *Retirement Villages Act 1986.* All retirement village information statements must be in this form.

What is a Retirement Village Information Statement?

Every retirement village in Victoria must provide it in the same standardised format. Prospective residents can use information statements to compare retirement villages on a like-for-like basis.

It is designed to provide prospective residents information to make an informed decision about whether to move into this village. It covers the costs of entering, living in and leaving; the services and facilities available; and important details about how the village operates.

Information statements must be updated at least every 12 months and as soon as possible after any change to the information provided.

How to access information statements for different villages?

Every retirement village must publish their information statement on their village's website.

The operator of a retirement village must also provide the information statement:

- at the request of a prospective resident within seven days,
- with any targeted promotional material, and
- at least 21 days before a resident enters into a residence or management contract in respect of the village.

Navigating the information statement

Part A: Village-level information	Provides information about the village and operator including about any owners corporation, types of contracts and tenure, village facilities and services, the number and types of residential premises, future developments, security and emergency assistance systems, insurance arrangements, financial management, residents committee and village rules.
Part B: Village fees and charges	Provides information on fees and charges to be paid on entry, while living in the village, and when you leave.

Attachments to the information statement provide:

- A list of village services and facilities with associated fees (Attachment 1)
- Details of village insurance information (Attachment 2)

- A glossary of fees to help prospective residents understand the terms used throughout the statement (Attachment 3).

Finding more information

Other documents and information are available to help inform prospective residents. Operators must provide the following documents to prospective residents at least 21 days before entering into a management contract:

- a draft residence contract and management contract for the village
- the village by-laws and a document under which a resident agrees to observe the by-laws, and promises to pay an entry payment or a recurring charge for the provision of goods or services by the operator
- financial statements as presented at the most recent annual meeting of the residents.

Prospective residents may also wish to ask for information on the specific fees and charges for a residence they are considering in an easy to understand form. A suggested form for this purpose can be found on the Consumer Affairs Victoria website www.consumer.vic.gov.au.

Understanding the financial commitment

Entering a retirement village is a significant financial decision.

The financial structure of retirement village living is different from conventional home ownership or renting, and the net financial outcome can vary significantly depending on the length of stay and the terms of contracts. It is important that residents understand how the costs interact and what they will ultimately receive when they permanently depart the village.

Before signing any contract, you are strongly encouraged to read all documents carefully, ask questions of the operator, and seek advice from an independent financial adviser to ensure you have a full understanding of your financial obligations and entitlements.

Where can prospective residents get help or more information?

If prospective residents need help understanding this statement or want more details about retirement village living in Victoria, they can contact Consumer Affairs Victoria for information and assistance by visiting www.consumer.vic.gov.au or calling 1300 55 81 81.

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- financial statements as presented at the most recent annual meeting of the residents.

Help or further information

For further information, visit the renting section – Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting or call the Consumer Affairs Victoria Helpline on **1300 55 81 81**.

Telephone interpreter service

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81.

Arabic

إذا كان لديك صعوبة في فهم اللغة الإنكليزية، اتصل بخدمة الترجمة التحريرية والشفوية (TIS) على الرقم 131 450 (بكلفة مكالمة محلية) واطلب أن يوصلوك بموظف معلومات في دائرة شؤون المستهلك في فكتوريا على الرقم 1300 55 81 81.

Turkish İngilize anlamakta güçlük çekiyorsanız, 131 450'den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numerali telefondan Victoria Tüketici İşleri'ni aramalarını ve size bir Danişma Memuru ile görüştürmelerini isteyiniz.

Vietnamese Nếu quí vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phiên Dịch (TIS) qua số 131 450 (với giá biểu của cú gọi địa phương) và yêu cầu được nối đường dây tới một Nhân Viên Thông Tin tại Bộ Tiêu Thụ Sự Vụ Victoria (Consumer Affairs Victoria) qua số 1300 55 81 81.

Somali Haddii aad dhibaato ku qabto fahmida Ingiriiska, La xiriir Adeega Tarjumida iyo Afcelinta (TIS) telefoonka 131 450 (qiimaha meesha aad joogto) weydiisuna in lagugu xiro Sarkaalka Macluumaadka ee Arrimaha Macmiilaha
Fiktooriya tel: 1300 55 81 81.

Chinese 如果您聽不大懂英語，請打電話給口譯和筆譯服務處，電話：131 450（祇花費一個普通電話費），讓他們幫您接通維多利亞消費者事務處（Consumer Affairs Victoria）的信息官員，電話：1300 55 81 81。

Serbian Ако вам је тешко да разумете енглески, назовите Службу преводилаца и тумача (Translating and Interpreting Service – TIS) на 131 450 (по цену локалног позива) и замолите их да вас повежу са Службеником за информације (Information Officer) у Викторијској Служби за потрошачка питања (Consumer Affairs Victoria) на 1300 55 81 81.

Amharic በእንግሊዝኛ ቋንቋ ለመረዳት ችግር ካለብዎ የአስተርጓሚ አገልግሎትን (TIS) በስልክ ቁጥር 131 450 (በአካባቢ ስልክ ጥሪ ሂሳብ) በመደወል ለቪክቶሪያ ደንበኞች ጉዳይ ቢሮ በስልክ ቁጥር 1300 55 81 81 ደውሎ ከመረጃ አቅራቢ ሠራተኛ ጋር እንዲያገናኝዎት መጠየቅ።.

Dari

اگر شما مشکل دانستن زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری و شفاهی(TIS) به شماره 131 450 به قیمت مخابره محلی تماس بگیرید و بخواهید که شما را به کارمند معلومات دفتر امور مهاجرین ویکتوریا به شماره 1300 55 81 81 ارتباط دهد.

Croatian Ako nerazumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje s djelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

Greek Αν έχετε δυσκολίες στην κατανόηση της αγγλικής γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτώριας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

Italian Se avete difficoltà a comprendere l'inglese, contattate il servizio interpreti e traduttori, cioè il Translating and Interpreting Service (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essee messi in comunicazione con un operatore addetto alle informazioni del dipartimento "Consumer Affairs Victoria" al numero 1300 55 81 81.

Part A: Village-level information

The following information applies to the village as a whole and is relevant to all prospective and current residents.

1. Village information

Village name	Bellarine Lakes Country Club
Village street address	402-404 Bellarine Hwy, Moolap, VIC, 3224
Village postal address	402-404 Bellarine Hwy, Moolap, VIC, 3224

Is the village accredited by a recognised industry association? ☐ Yes ☒ No

If yes, name of accreditation	
Website for information about the accreditation	n/a

2. Proprietor and operator details

Proprietor name	Bellarine Lakes Pty. Ltd.
ABN / ACN	ABN 90 498 124 871
Address for service	18-20 Peel Street North, Ballarat, VIC, 3350

Operator name	Bellarine Lakes Pty. Ltd. trading under the group brand name of Country Club Living
ABN / ACN	ABN 64 740 575 158
Address for service	18-20 Peel Street North, Ballarat, VIC, 3350

Telephone (03) 5331 2611 Email info@countryclubliving.com.au

Date current operator commenced in that role 1st August 2014

3. Operator representative

Name of representative	Mark Prebble & Tanya Prebble

Position of representative	Village Managers
Location within village	Manager's office within community centre
Times available	Monday to Friday 9.00am to 5.00pm

Telephone	03 5250 7888	Email	t.prebble@countryclubliving.com.au

4. Number and types of residential premises

The village has the following number and types of accommodation units:

Accommodation type	Owner resident	Leasehold	Licence	Other
Independent living units	0	293	0	0
Serviced apartments	0	0	0	0
Villas or townhouses	0	0	0	0

5. Residents committee

Has a residents committee been established at the village under the *Retirement Villages Act 1986*? ☒ Yes ☐ No

Under the *Retirement Villages Act 1986*, residents of a village may elect to establish a residents committee to represent their interests and participate in village decision-making.

6. Onsite or attached residential or aged care home

Is there a residential or aged care home onsite or attached with the village? ☐ Yes ☒ No

If there is a residential or aged care home onsite or attached, entry is dependent on a resident being assessed as eligible for entry in accordance with the *Aged Care Act 2024* (Cth).

This assessment is conducted independently and eligibility for aged care services is determined according to the criteria set out in the *Aged Care Act 2024* (Cth). The registered provider of the residential or aged care home cannot set places aside for residents of the village.

7. Village facilities and services

The list of services and facilities provided at the village and how they are funded is set out in Attachment 1 to this information statement.

The attachment includes details of:

- services and facilities funded by maintenance charges
- optional services, which are not funded by maintenance charges or rent and can be provided for an additional fee. The attachment must include costs of and restrictions on availability of optional services, and
- any other services or facilities available to residents and how they are funded.

8. Lifestyle and village rules

This section sets out key aspects of daily life in the village, including pets, gardening, and social activities, as influenced by the by-laws of the village. The full by-laws of the village are attached to a resident's contract.

Are there any restrictions on residents keeping pets? ☒ Yes ☐ No

If yes, provide details on restrictions below:

Keeping of pets must be approved by Village Managers and if approved, Residents must sign the Pet Policy. The keeping of pets is not discouraged or unreasonably withheld and a common sense approach is taken to ensure that pets are not a nuisance to other Residents or staff or reduce the enjoyment of life in the village. A copy of the pet policy is available upon request.

Note: under Victorian law operators cannot unreasonably refuse consent for residents to keep pets.

Are residents permitted to undertake gardening in areas adjacent to their premises? ☐ Yes ☒ No

Does the village organise regular social activities and events for residents? ☒ Yes ☐ No

Additional details:

There is a social calendar published from month to month with both regular and special (infrequent) activities organised by the Residents' Social Committee and Country Club Living staff such as indoor & outdoor bowls, happy hours, hobby interest groups, shopping trips, special excursions, billiard groups and various exercise groups.

9. Planning permission for future developments

Are there any current planning permissions or approvals for future development, expansion or redevelopment of the village? ☐ Yes ☒ No

If yes:

Description of development	
Construction timeframes (anticipated start and finish dates)	

10. Security and emergency assistance systems

The village is equipped with the following security system

Security cameras in many common areas monitored by village management.

The village is equipped with the following emergency assistance system

Safetylink personal monitoring and emergency system

11. Operator and proprietor exemptions

Is the operator or proprietor exempt from any of the provisions of the *Retirement Villages Act 1986* in relation to this village? ☐ Yes ☒ No

If yes:

Provision the exemption applies to	Description of the obligation the exemption applies to

12. Contracts and tenure

To become a resident of this village, a resident will be required to enter into one or more of the following contracts:

☐ **Residence contract**
This contract grants a resident the right to occupy a unit within the village.

☐ **Management contract**
This contract relates to the provision of services by the operator to a resident.

☒ **Combined residence and management contract**
This is a contract comprising both a residence and a management contract.

☐ **Optional services agreement**
A contract for additional services a resident may choose to receive (such as meals, cleaning, or personal care to the extent not funded by maintenance charges). This may be incorporated into a residence or management contract (or combined residence and management contract).

☐ **Other**
(for example, a contract for sale of land).

If other, please describe	

The village offers the following rights to occupy:

☐ **Owner Resident** An owner resident owns the premises, company shares or units in a trust which forms the basis of their right to occupy.	☒ **Non-Owner Resident** The resident does not own the premises but is granted a right to occupy the premises on the following basis:
☐ **Estate in fee simple**: A resident purchases a strata titled unit or a freehold lot in the village,	☐ **Licence:** ☐ term…… or ☐periodic tenancy

becoming the registered proprietor. ☐ **Company title:** A resident purchases shares in a company that owns the village. That shareholding gives the resident the right to occupy a specific unit in the village. ☐ **Unit trust**: A resident purchases units in a unit trust that owns the village. That unitholding gives the resident the right to occupy a specific unit in the village.	A resident has a licence to occupy a unit. The resident does not own the unit or land, but has a contractual right to reside there. ☒ **Lease –** ☒ term..55 years..or ☐ periodic tenancy A resident has a leasehold interest, but does not own the unit or the land. ☐ **Other**……

13. Financial management

Details of the surplus/deficit in the annual accounts for the last 3 financial years:

Financial year ending	Surplus / deficit (and amount)	Comments
FY24	$9,461.27	Surplus
FY25	$9,713.64	Surplus
FY26	-$9,047.59	Deficit

14. Capital maintenance fund

Does the village have a capital maintenance plan? ☒ Yes ☐ No

Does the village have a capital maintenance fund? ☒ Yes ☐ No

If yes, balance at end of last financial year $ 82,924.71

15. Owners corporation

Is any of the common property in the village vested in an owners corporation? ☐ Yes ☒ No

If yes, complete the following:

Name of owners corporation

Address for service of owners corporation

Description of common property	

Does the owners corporation have a maintenance plan? ☐ Yes ☐ No

Does the owners corporation have a maintenance fund? ☐ Yes ☐ No

If yes, balance at end of last financial year	$

16. Insurance arrangements

The operator has provided details of the following insurance policies in respect of the village at Attachment 2 and attached certificates of currency:

☒ Public Liability Insurance

☒ Building Insurance

☒ Other insurances (please specify):

Management Liability, Professional Indemnity, Personal Accident, and Motor Vehicle & General Property.

The operator recommends that residents take out their own insurance policies in relation to the following:

☒ The contents of their unit

☒ Public liability claims brought as a result of any incident occurring in a resident's unit

☒ Any motorised mobility aid (mobility scooter or power wheelchair) that the resident uses

☐ Other (please specify)

Does the operator have any funds set aside to insure against potential damage to the village? (self-insurance) ☐ Yes ☒ No

If yes:

Amount of funds set aside	$

Nature of risk for which funds have been set aside	

17. Additional documents

The following documents are attached to this information statement:

☒ Certificates of currency for the insurances held by the operator in respect of the village (mandatory)

☒ Details of insurance exclusions

Part B: Village fees and charges

The fees outlined in this section apply to new residents. The purpose of this information is to inform prospective residents of the arrangements they would enter if they moved into the village.

A retirement village cannot charge new residents any fee that was not disclosed in the information statement.

Fee or charge	Owner-resident	Non-owner resident	Amount, range or method of determining amount	When paid	Further information
Entry costs: paid before or on entering the village					
Waiting list fee	☐ Yes ☐ No	☐ Yes ☒ No		On joining waiting list	
Is the waiting list fee refunded on entry?	☐ Yes ☐ No	☐ Yes ☐ No			
Holding deposit	☐ Yes ☐ No	☒ Yes ☐ No	$5,000	On reserving a unit	Refundable until such time as the Residence Contract and Management Contract is unconditional
Entry payment	☐ Yes ☐ No	☒ Yes ☐ No	$765,000 to $1,250,000	On settlement	Varies dependent on unit selected and includes non-refundable leasing fee of $1,000. Entry payments are subject to regular pricing reviews.
Other entry fees or charges – specify:					
For the *Upfront Contract* option only, the Upfront Management Fee	☐ Yes ☐ No	☒ Yes ☐ No	26% of the Entry Payment	On Entry	Residents who select the *Upfront Contract* option will not pay a Deferred Management Fee upon termination.
Ongoing costs: paid while residing in the village					

Rent	☐ Yes ☐ No	☐ Yes ☒ No		☐ Weekly ☐ Monthly ☐ Annually	
Maintenance charges	☐ Yes ☐ No	☒ Yes ☐ No	$524.60	☐ Weekly ☒ Monthly ☐ Annually	Subject to annual changes as per village budget process. We will not charge you maintenance charges for any period after you permanently vacate your premises and hand in keys or after you die.
Owners corporation fees	☐ Yes ☐ No	☐ Yes ☒ No		☐ Weekly ☐ Monthly ☐ Annually	
Optional services charges	☐ Yes ☐ No	☐ Yes ☒ No		☐ Weekly ☐ Monthly ☐ Annually	
Capital maintenance fund contribution	☐ Yes ☐ No	☐ Yes ☒ No			
Utility charges	☐ Yes ☐ No	☒ Yes ☐ No			Electricity, gas, telephone, water usage and internet are charged separately.
Council rates	☐ Yes ☐ No	☒ Yes ☐ No	$2100 to $3450		All units are rated separately and residents will receive a rates notice direct from city council who set the charge based on each unit's value and any discount applicable to the resident.
Land taxes	☐ Yes ☐ No	☐ Yes ☒ No			
Other ongoing fees or charges – specify:					

Water service and wastewater access service charges (water and sewerage rates).	☐ Yes ☐ No	☒ Yes ☐ No	$770 to $800		All units are rated separately and residents will receive an invoice direct from the service provider. Concessions may apply dependent on your circumstances.
Costs and entitlements on exit: when permanently leaving the village					
Deferred management fee (% of entry payment per year)	☒ Yes ☐ No		For *Surety Contract* option: 9% of Entry Payment for first year and 7% of Entry Payment for years two, three and four, to a maximum of 30%. For *Prosperity Contract* option: 10% of Entry Payment for each of the first four years, to a maximum of 40%. For *Upfront Contract* option, no Deferred Management Fee payable upon termination.	On exit On exit Not applicable	For Surety and Prosperity Contract options, if length of occupancy is less than five years, the Deferred Management Fee will be calculated on a pro-rata basis.
Resident receives a share of capital gain on exit	☒ Yes ☐ No		For *Surety Contract* option: 0% of capital gain For *Prosperity Contract* option: 35% of capital gain For *Upfront Contract* option: 50% of capital gain	Not applicable On exit On exit	
Resident is liable for a share of capital loss on exit	☒ Yes ☐ No		For *Surety Contract* option: 0% of capital loss	Not applicable	

			For *Prosperity Contract* option: 35% of capital loss For *Upfront Contract* option: 50% of capital loss	On exit On exit	
Other ongoing fees or charges – specify:					
Outstanding service fees, usual council and water rate adjustment					
The proprietor's reasonable legal costs with respect to the preparation, execution and completion of the residence and management contract for the next resident (if applicable) or, where the next resident has not paid a deposit for the right to occupy your premises as at the Payment Date.			Currently $1,115*		*Variable dependent on timing of Resident Exit and legal representative costs at time.
Ad Hoc fees and fees for service					
Other one-off or ad-hoc fees or charges – specify:					

21. Attestation

Operator attestation	The operator attests that, to the best of the operator's knowledge, the information contained in this information statement is correct at the time it is provided.
Signed by Operator	
Print name	Scott Waldron
Date	4th November 2026

Proprietor attestation	The proprietor attests that, to the best of the proprietor's knowledge, the information contained in this information statement is correct at the time it is provided.
Signed by Proprietor	
Print name	Scott Waldron
Date	4th November 2026

Attachment 1: Services and facilities

Service or facility	Optional or mandatory	Fee for use (dollar figure or inc. in maintenance charge)	Further information and any restrictions
Annual review or audit of village accounts	Mandatory	Included in Maintenance Charge	
Cleaning and maintenance of communal areas and facilities such as community centre, BBQ area, two swimming pools, gym, workshop, bowling green, spike bar, golf course, and tennis court.	Mandatory	Included in Maintenance Charge	
Maintenance and care of communal lawns and gardens including front gardens of units.	Mandatory	Included in Maintenance Charge	
Management and administration services	Mandatory	Included in Maintenance Charge	
Payment of all rates, taxes and charges for the communal areas and village facilities including for gas, water and electricity	Mandatory	Included in Maintenance Charge	
Provision of village bus for scheduled trips, computer Wi Fi in community centre, various insurance	Mandatory	Included in Maintenance Charge	
Repairs & Maintenance of items of capital in the village	Mandatory	Included in Maintenance Charge	
Typically the village facilitates additional services such as hairdressing, wellbeing activities, social events and health related services.	Optional	Optional service either free of charge or on a user pays basis, dependent on service.	
Provision of emergency response system to all villas and community centre,	Mandatory	Included in Maintenance Charge	

Provision of village managers living onsite.	Mandatory	Included in Maintenance Charge	
Total mandatory service and facility charges		$0	There are no mandatory services the charges for which are not included in the Maintenance Charge
Total optional and mandatory services and facilities charges		$0	

Attachment 2: Details of insurance policies

Public liability insurance

The nature of the risk insured against

☒ Injury to residents in common areas of the retirement village

☒ Injury to visitors or other third parties in common areas of the village

☒ Injury arising from the operation or management of the village (for example, maintenance works, services or activities organised by the operator)

☒ Damage to third party personal property in common areas of the village

☐ Injury or property damage occurring within a resident's private unit

☒ Other risks covered (please specify):

Advertising Liability
Contract Works Liability
Counsellor's Liability
Indemnifiable Fines/Penalties
Member to Member Extension
Trauma Counselling Costs

Provides cover for all amounts which you become legally liable to pay as compensation (other than fines, penalties etc) for personal injury and/or property damage as a result of an occurrence in connection with our business for public and/or products liability as defined in the policy wording.

Name of insurer

Ansvar Insurance Ltd

Amount insured

Public Liability $20,000,000
Products Liability $20,000,000
Advertising Liability $20,000,000
Contract Works Liability $500,000

Sublimits:
Property in Care, Custody & Control $250,000

Automatic Extensions:
Counsellor's Liability $1,000,000
Indemnifiable Fines/Penalties $100,000

Period of cover	31/5/26 – 31/5/27
Premium	$42,166.69 (all sites) – includes share of broker fee ($45,000)
Excess	Property Damage - $5,000, Personal Injury to Volunteers - $5,000 Personal Injury to Contractors, Sub-contractors and/or labour hire personnel - $50,000 Indemnifiable Fines/Penalties, Trauma Counselling Costs - Nil Other Claims – $5,000
Exclusions	As per attached.
Other information:	Premium is split between all sites based on each sites declared income values.

Building insurance

The nature of the risk insured against

☒ Sudden damage to village property and shared buildings caused by insured events

☒ Sudden damage to residents' private units caused by insured event

☒ Insured events include:

- ☒ Fire
- ☒ Storm, wind or hail
- ☒ Rainwater damage
- ☒ Burst pipes or sudden water leaks
- ☐ Vandalism
- ☒ Flood

☒ Other risks covered (please specify):

Earthquake, Bushfire, Cyclone

Name of insurer	CGU Australia Pty Ltd
Amount insured	These Amounts represent amount insured for Country Club Villages 10 Retirement Villages. **Section 1 Property Damage:** Buildings $765,219,050 Contents $4,317,053 Removal of Debris $1,000,000 **Section 2 Consequential Loss:** Gross Revenue (maintenance charges) $12,941,784 (18mths)

	Claims Preparation Costs and Professional Fees - $500,000 Additional Increased Cost of Working - $1,000,000 Deferred Management Fees $500,000 Temp Accommodation $1,200,000 Flood $10,000,000 Various sub-limits of liability also apply.
Period of cover	31/5/26 – 31/5/27
Premium	$615,851.62 (all sites) – includes share of broker fee ($45,000)
Excess	**Material Loss or Damage:** Fire, Water Damage/Burst Pipes, Earthquake $20,000, Bushfire $100,000, Cyclone $25,000, Personal Property/Accompanied Baggage $1,000, All Others $2,500. **Consequential Loss:** 48 hours
Exclusions	As per attached.
Other information	Premium is split between all villages including head office based on each sites declared asset values.

Professional Indemnity

The nature of the risk insured against	Indemnifies the insured for amounts which they become legally liable to pay as a result of any actual or alleged negligent act, error or omission in the conduct of their business or profession; subject to the underwriter policy terms and conditions.
Name of insurer	Ansvar Insurance Ltd
Amount insured	$10,000,000
Period of cover	31/5/26 – 31/5/27
Premium	$12,066.09 (all sites) – includes share of broker fee ($45,000)
Excess	$5,000
Exclusions	As per attached.

Other information	Premium is split between all sites based on each sites declared income values.

Management Liability

The nature of the risk insured against	Provides cover for each Insured Person in respect of Wrongful Acts or Employment Practice Breach or Trustee Breach as defined in the policy wording. Provides cover for the Company in respect of Directors & Officers Liability/Company Reimbursement, Entity, Employment Practices, Trustee, Crime and Taxation Investigation as defined in the policy wording.
Name of insurer	Specialist Underwriting Agencies Pty Ltd
Amount insured	$5,000,000
Period of cover	30/5/26 – 30/5/27
Premium	$15,692.64 (all sites) – includes share of broker fee ($45,000)
Excess	**Statutory Liability** Organisation - $10,000 Natural Person - $1,000 **Employment Practices Liability** Organisation - $10,000 Natural Person - $1,000 **Directors & Officers Liability** Directors & Officers Liability - Nil Organisation - $2,000 **Organisation Liability** Organisation - $2,000
Exclusions	As per attached.
Other information	Premium is split between all sites based on each sites declared income values.

Personal Accident

The nature of the risk insured against	Provides capital and weekly benefits for voluntary workers injured whilst engaged in voluntary work on behalf of the insured, including commuting to and from as defined in the policy wording.
Name of insurer	Ansvar Insurance Ltd
Amount insured	Capital Benefits – Voluntary Workers $100,000 Weekly Benefits – Voluntary Workers $500
Period of cover	31/5/26 – 31/5/27
Premium	$526.80 (all sites) – includes share of broker fee ($45,000)
Excess	2 weeks (excluded period)
Exclusions	As per attached.
Other information	Premium is split between all sites based on each sites declared income values. Note: all persons under the age of 18 or over the age of 75 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.

Cyber Liability

The nature of the risk insured against	Provides cover against losses resulting from data security breaches as defined in the policy wording.
Name of insurer	CFC Underwriting Limited
Amount insured	$25,000 to $1,000,000 (dependent on claim)
Period of cover	4/6/26 – 31/5/27
Premium	$8,459.06 (all sites) – includes share of broker fee ($45,000)
Excess	$5,000
Exclusions	As per attached.

Other information	Premium is split between all sites based on each sites declared income values.

Motor Vehicle & General Property

The nature of the risk insured against	Insurance for motor vehicles and general property owned by Bellarine Lakes Pty Ltd.
Name of insurer	Zurich Australian Insurance Ltd
Amount insured	Motor Vehicle: Varies – lower of market value or sum insured value General Property: $42,500
Period of cover	11/4/26 – 11/4/27
Premium	$13,610
Excess	Sedan, Utes & 4WD - $750 Rigid Trucks - 1% of Sum Insured (minimum $1,00) Small/Box Trailers - $250 Plant and Equipment: - 1% of Sum Insured (minimum $500) Buses - 1% of Sum Insured (minimum $500) Additional excess apply for younger drivers.
Exclusions	Key exclusion is unspecified items. Other standard exclusions apply.
Other information	

Insurance Exclusions and Certificates on following pages.

CERTIFICATE OF CURRENCY

IMPORTANT: This Certificate is issued as a matter of information only and confers no rights upon the holder. It does not amend, extend or alter the coverage afforded by the Policy and it does not constitute a contract of insurance. If an 'additional insured' is stated below, the Policy must have an additional insured provision or be endorsed for this be valid. Should the Policy be cancelled before the expiry of insurance stated below, notice will be delivered in accordance with the Policy provisions.

POLICY NUMBER:	ESO0040848589
THE INSURED:	Country Club Living Pty Ltd 18-20 Peel Street North Bakery Hill VIC, 3350 Australia
BUSINESS ACTIVITIES:	Retirement Village developers
THE UNDERWRITERS:	Underwritten by certain Underwriters at Lloyd's
INCEPTION OF INSURANCE:	00:01 Local Standard Time on 04 Jun 2026
EXPIRY OF INSURANCE:	00:01 Local Standard Time on 31 May 2027
RETROACTIVE DATE:	Unlimited
LEGAL ACTION:	Worldwide

CYBER LIABILITY LIMITS:

NETWORK SECURITY LIABILITY:	AUD1,000,000	each and every claim, including costs and expenses, on a 'claims occurring' basis
PRIVACY LIABIITY:	AUD1,000,000	each and every claim, including costs and expenses, on a 'claims occurring' basis
MANAGEMENT LIABILITY:	AUD1,000,000	each and every claim, including costs and expenses, on a 'claims occurring' basis

Authorised Signatory

CFC Underwriting Ltd

DATE: 23 June 2026

PLEASE REFER TO YOUR POLICY DOCUMENT FOR FULL TERMS AND CONDITIONS

CFC Underwriting Ltd is Authorised and Regulated by the Financial Conduct Authority
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CGU Insurance
Level 5, 181 William Street, Melbourne VIC 3000
13 24 81

30 July 2026

CERTIFICATE OF CURRENCY

The policy referred to is current as at the date of issue of this certificate and whilst an expiry date has been indicated it should be noted that the policy may be cancelled in the future.

Insured:	Country Club Villages Pty Ltd as Corporate Manager of the Partnership consisting of The Trustee for Gull Geelong Discretionary Trust & Gull Geelong Pty Ltd ATF Gull Geelong Discretionary Trust; Owners Corporation No 323512; Bellarine lakes Village; Bellbrook Gardens Retirement Village; Bendigo Domain Village; Hemsley Park Retirement Village; Meadow Gardens Retirement Village; Melba Vale Village; Rosebank Retirement Village, SJ & SE Gull. Country Club Living CCL Marmomg Waters Pty Ltd Bellarine G Pty Ltd ATF The Gull Bellarine Discretionary Trust and Burke Mulcahy Bellarine Pty Ltd. Noosa Domain Pty Ltd, Country Club Living as Corporate Manager of the partnership consisting of Noosa G Pty Ltd ATF The Gull Noosa Discretionary Trust and Burke Mulcahy Noosa, CCL Bendigo Fields.
Policy Number:	01R2978855
Policy Type:	Industrial Special Risks
Expiry Date:	31-May-2027
Situation of Risk:	20 Peel Street, Bakery Hill, VIC, 3550, Australia
Limit of Liability:	$213,000,000 (Section 1 & 2 Combined)

This is to certify cover has been granted in terms of the Company's standard policy, a copy of which is available on request.

This certificate is not a substitute for the policy of Insurance issued. The policy, not this certificate, details the rights and obligations and the extent of the insurance cover.

Subject to CGU terms and conditions.

Yours Faithfully



Nick Abramovic
Property Underwriter

CERTIFICATE OF CURRENCY

This certificate of currency provides an overview of the cover provided under this contract, and in no way replaces or overrides the policy schedule,

This policy is subject to a Confidentiality condition:

Confidentiality
The Insured shall not, except to the extent that the Insured is compelled by law to do so, release to any third party, or otherwise publish, details of the nature of the liabilities insured by this Policy.

CLASS OF INSURANCE
Business Practices Protection

POLICY NUMBER
BPP24-0043

BROKER
Adroit Insurance & Risk Pty Ltd (AR of Insurance Advisernet Australia Pty Ltd)

INSURED
Country Club Village Pty Ltd; CCL Bendigo Fields Pty Ltd

BUSINESS DESCRIPTION
Development and operation of retirement villages, providing independent living communities to retirees

PERIOD OF INSURANCE
30 May 2026 to 30 May 2027

SECTION INSURED

1	Statutory Liability Insurance
3	Employment Practices Liability
4	Directors' and Officers' Liability
6	Fidelity
7	Tax Audit
8	Organisation Liability

RETROACTIVE DATE
Unlimited
Unlimited
Unlimited
Unlimited
Unlimited
Unlimited

AGGREGATE LIMIT OF LIABILITY
$5,000,000 in the aggregate any one period of Insurance.

Created by Graeme Jensen for and on behalf of Berkley Insurance Australia (ABN 53 126 559 706) on Tuesday, 01 September 2026.

Ansvar Insurance Limited A.B.N. 21 007 216 506
AFSL 237826
Member of the Ecclesiastical Insurance Group

CERTIFICATE OF CURRENCY

ADROIT INSURANCE GROUP – BALLARAT
PO BOX 363W
BALLARAT WEST
VIC 3350

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

Local call 1300 650 540
Phone 1300 650 540

Email insure@ansvar.com.au

Insured Name

COUNTRY CLUB VILLAGES PTY LTD & OTHERS AS NOTED

Policy Number

03.090.0639050

Type of Policy

Personal Accident

Period of Insurance

31/05/26 **to** 31/05/27 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:

Ansvar Personal Accident Insurance PDS and Policy Wording
AUSPOLPA (0723 V1)

Business Description:
Your operations are described as:

Retirement Village operator and development.

Insured
Country Club Villages Pty Ltd as Corporate Manager of the partnership consisting of the trustee for Gull Geelong discretionary Trust & Gull Geelong Pty Ltd ATF Gull Geelong discretionary Trust; Owners Corporation No 323512; Bellarine G Pty Ltd (Bellarine Lakes Pty Ltd) & Burke Mulcahy Pty Ltd; Noosa G Pty Ltd; (Noosa Domain Pty Ltd) & Burke Mulcahy Pty Ltd SJ & SE Gull; Country Club Living; Country Club Living; Bellarine Lakes Village; Bellbrook Gardens Retirement Village; Bendigo Domain Village; Hemsley Park Retirement Village; Meadow Gardens Retirement Village; Melba Vale Village, Noosa Domain Village; Rosebank Retirement Village, CCL Marmong Waters Pty Ltd; CCL Bendigo Fields (and no other entities)

Location of Risk: ANYWHERE IN AUSTRALIA 3350

Type of Risk : 90 – Personal Accident

Insured Person VOLUNTARY WORKERS

Type of Cover Standard Policy

Details		
	Capital Benefits	$100,000
	Weekly Benefits – Accident	$500
	Weekly Benefits – Illness	Not Insured
	Non–Medicare Medical Expenses	Not Insured
	Cost of Domestic Help	Not Insured
	Policy Aggregate Limit per Person	$100,000
	Policy Aggregate Limit	$1,000,000

Number of Weeks covered: 52 weeks
Initial Period Excluded: 14 days

Additional Comments:

Weekly Benefits SI - $500
Indemnity Period 52 weeks

NOTE: The Capital Benefits amount detailed herewith applies to any one Insured Person, any one bodily injury.
Y
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.

The Geographical Limit of this Policy is: Australia Wide.

Location of Risk: ANYWHERE IN AUSTRALIA 2000

Type of Risk : 90 – Personal Accident

Insured Person VOLUNTARY WORKERS

Type of Cover Standard Policy

Details		
	Capital Benefits	$100,000
	Weekly Benefits – Accident	$500
	Weekly Benefits – Illness	Not Insured
	Non–Medicare Medical Expenses	Not Insured
	Cost of Domestic Help	Not Insured
	Policy Aggregate Limit per Person	$100,000
	Policy Aggregate Limit	$1,000,000

Number of Weeks covered: 52 weeks
Initial Period Excluded: 14 days

Additional Comments:

Weekly Benefits SI - $500
Indemnity Period 52 weeks

NOTE: 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.

The Geographical Limit of this Policy is: Australia Wide.

Location of Risk: ANYWHERE IN AUSTRALIA 4000

Type of Risk : 90 – Personal Accident

Insured Person VOLUNTARY WORKERS

Type of Cover Standard Policy

Details		
	Capital Benefits	$100,000
	Weekly Benefits – Accident	$500
	Weekly Benefits – Illness	Not Insured
	Non–Medicare Medical Expenses	Not Insured
	Cost of Domestic Help	Not Insured
	Policy Aggregate Limit per Person	$100,000
	Policy Aggregate Limit	$1,000,000

Number of Weeks covered: 52 weeks
Initial Period Excluded: 14 days

Additional Comments:

Weekly Benefits SI - $500
Indemnity Period 52 weeks

NOTE: The Capital Benefits amount detailed herewith applies
to any one Insured Person, any one bodily injury.
Y
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.

The Geographical Limit of this Policy is: Australia Wide.

Ansvar Insurance Limited A.B.N. 21 007 216 506
AFSL 237826
Member of the Ecclesiastical Insurance Group

CERTIFICATE OF CURRENCY

ADROIT INSURANCE GROUP – BALLARAT
PO BOX 363W
BALLARAT WEST
VIC 3350

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

Local call 1300 650 540
Phone 1300 650 540

Email insure@ansvar.com.au

Insured Name

COUNTRY CLUB VILLAGES PTY LTD
& OTHERS AS NOTED

Policy Number

03.085.0636709

Type of Policy

Professional Indemnity

Period of Insurance

31/05/26 **to** 31/05/27 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:

INSURED:
Country Club Villages Pty Ltd as Corporate Manager of the partnership consisting of the trustee for Gull Geelong discretionary Trust & Gull Geelong Pty Ltd ATF Gull Geelong discretionary Trust; Owners Corporation No 323512; Bellarine G Pty Ltd (Bellarine Lakes Pty Ltd) & Burke Mulcahy Pty Ltd; Noosa G Pty Ltd; (Noosa Domain Pty Ltd) & Burke Mulcahy Pty Ltd SJ & SE Gull; Country Club Living; Country Club Living; Bellarine Lakes Village; Bellbrook Gardens Retirement Village; Bendigo Domain Village; Hemsley Park Retirement Village; Meadow Gardens Retirement Village; Melba Vale Village, Noosa Domain Village; Rosebank Retirement Village, CCL Marmong Waters Pty Ltd; CCL Bendigo Fields (and no other entities)

POLICY WORDING:
Ansvar Insurance Ltd. Professional Indemnity Insurance Policy Wording
AUSPOLPI 0624 V2.0

BUSINESS DESCRIPTION:
Your operations are described as:

Retirement Village operator and development.

Location of Risk: ANYWHERE IN THE WORLD
EXCLUDING USA AND CANADA 4000

Type of Risk : 85 – Professional Indemnity

Details	Limit of Liability (any one claim)	$10,000,000
	Aggregate Limit of Liability any one Period of Insurance	$10,000,000
	Excess (each and every claim)	$5,000
	Retroactive Date	31/05/22

Location of Risk: ANYWHERE IN THE WORLD
EXCLUDING USA AND CANADA 2000

Type of Risk : 85 – Professional Indemnity

Location of Risk: ANYWHERE IN THE WORLD
EXCLUDING USA AND CANADA 3550

Type of Risk : 85 – Professional Indemnity

Ansvar Insurance Limited A.B.N. 21 007 216 506
AFSL 237826
Member of the Ecclesiastical Insurance Group

CERTIFICATE OF CURRENCY

Date: 30/07/26

ADROIT INSURANCE GROUP – BALLARAT
PO BOX 363W
BALLARAT WEST
VIC 3350

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

Local call 1300 650 540
Phone 1300 650 540

Email insure@ansvar.com.au

Insured Name

COUNTRY CLUB VILLAGES PTY LTD
& OTHERS AS PER SCHEDULE

Policy Number

03.080.0635457

Type of Policy

Public Liability

Period of Insurance

31/05/26 **to** 31/05/27 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:

INSURED:
Country Club Villages Pty Ltd as Corporate Manager of the Partnership consisting of The Trustee for Gull Geelong Discretionary Trust & Gull Geelong Pty Ltd ATF Gull Geelong Discretionary Trust
Owners Corporation No 323512
Bellarine G Pty Ltd (Bellarine Lakes Pty Ltd) & Burke Mulcahy Pty Ltd
Noosa G Pty Ltd (Noosa Domain Pty Ltd) & Burke Mulcahy Pty Ltd
SJ & SE Gull
Country Club Living
Bellarine Lakes Village
Bellbrook Gardens Retirement Village
Bendigo Domain Village
Hemsley Park Retirement Village
Meadow Gardens Retirement Village
Melba Vale Village
Noosa Domain Village
Rosebank Retirement Village
CCL Marmong Waters Pty Ltd
CCL Bendigo Fields

Ansvar Insurance Ltd. General Public and Products Liability Insurance Policy Wording
AUSPOLGPL I90 0624 V1

BUSINESS DESCRIPTION:
Your operations are described as:

Your operations are described as: Developer, owner and operator of over-55s retirement villages, providing independent living homes, communal facilities, lifestyle programs, on?site management, maintenance services and ongoing operation of master-planned residential communities across multiple Australian locations.

Excluding any events/festivals held at premises other than your own where more than 500 attendees are expected unless

specifically agreed by endorsement detailed within this document
Some activities are excluded as per policy wording.

It is hereby noted that the heritage site known as "Quiglye's Grave" is situated on the grounds of Park Parade, Booragul NSW.

The policy covers you for legal liability in connection with the public access to the heritage site, but only to the extent of your negligence.
Care, Custody and Control is not extended to cover for property damage to the site, with your legal liability subject aways to the extent of the coverage and limit of liability provided by the policy.

All other terms, conditions and exclusions remain unchanged.

Location of Risk: ANYWHERE IN THE WORLD
EXCLUDING USA AND CANADA 3000

Type of Risk : 80 – Public Liability

Type of Cover Unidentified Type of Cover

	Sum Insured	Excess
Public Liability	$20,000,000	$5,000
Products Liability	$20,000,000	$5,000
Property in Care/Custody/Control limited to	$250,000	
Molestation/Sexual Abuse limited to	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)	$	500,000
Sublimits:		
Property in care, custody & control	$	250,000
Automatic Extensions:		
Counsellors Liability:	$	1,000,000
Indemnifiable Fines & Penalties:	$100,000	(Nil Excess)
Optional Extensions:		
1. Sexual Abuse (Any one claim and in the aggregate during the period)		NOT INSURED
2. Replacement Wages		NOT INSURED
3. Retroactive Liability Endorsement		
- General Public & Products Liability		NOT INSURED
- Sexual Abuse Only		NOT INSURED
4. Contractual Liability Extension		NOT INSURED
5. Member to Member		INSURED
6. Trauma Counselling Costs	$10,000	(Nil Excess)

EXCESSES:

- VOLUNTARY EXCESS	$ 5,000
- PERSONAL INJURY CLAIMS VOLUNTEERS	$ 5,000
- PERSONAL INJURY TO CONTRACTOR(S), SUBCONTRACTOR(S) AND/OR LABOUR HIRE	$ 50,000

Location of Risk: ANYWHERE IN THE WORLD
EXCLUDING USA AND CANADA 4000

Type of Risk : 80 – Public Liability

Type of Cover Unidentified Type of Cover

	Sum Insured	Excess
Public Liability	$20,000,000	$5,000
Products Liability	$20,000,000	$5,000
Property in Care/Custody/Control limited to	$250,000	
Molestation/Sexual Abuse limited to	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.

Location of Risk: ANYWHERE IN THE WORLD
EXCLUDING USA AND CANADA 2000

Type of Risk : 80 – Public Liability

Type of Cover Unidentified Type of Cover

	Sum Insured	Excess
Public Liability	$20,000,000	$5,000
Products Liability	$20,000,000	$5,000
Property in Care/Custody/Control limited to	$250,000	
Molestation/Sexual Abuse limited to	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.

Certificate of Currency

Locked Bag 2138
North Sydney NSW 2059
Australia
Telephone: 1800 426 021
Fax: 02 9995 1034
www.zurich.com.au

This is to certify that the undermentioned contracts of insurance are current at the time of issue. Subject to the limitations, exclusions, definitions and conditions of the policy wording or product disclosure statement applying to each contract of insurance.

Policy Number

154320PZBI

Insured Name

Bellarine Lakes Pty Ltd

Period of Insurance

From 11/04/2026 at 4.00pm to 11/04/2027 at 4.00pm

Date of Issue

29/04/2026

Location of Issue

BALLARAT VIC 3350

The information above relates to each contract of insurance.

Zurich Business Insurance

Situation

402 BELLARINE HIGHWAY MOOLAP VIC 3224

Interest Insured/Policy Limit(s)

General Property Section

Cover	Sum Insured
Unspecified items	Not Insured
Specified items	
TRADE_TOOLS - Tools of trade	$28,000
Pressure Sprayer - Mobile electrical tools and appliances	$5,000
2017 Bowling Green Vac - Mobile electrical tools and appliances	$3,000
1995 Toro Bunker Rake - Mobile electrical tools and appliances	$3,500
2005 Honda Green Roller - Mobile electrical tools and appliances	$3,000
Total Sum Insured	$42,500

Zurich Motor Insurance

Motor Vehicle Section

Registration Number	UNREG
Vehicle Description	2013 Light Plant - Compressor, Generator, Mower, Sweeper - User Specified
Model	NEW CUSHMAN SHUTTLE 6 PERSON INC ELECTRICS
Vin/Chassis No	TBA001
Engine No	TBA001
Cover Type	Own Damage
Radius	Unlimited
Use	Business
Are there any under 25 year old drivers?	NO
Section One:	
Basis of Settlement	$14,000 (Sum insured or Market value excluding GST whichever is the lesser)
Section Two	Liability
Liability Limit	$NIL

Motor Vehicle Section

Registration Number	TQK967
Vehicle Description	2005 Toyota
Model	TGN16R MY05 Workmate Cab Chassis Single Cab 2dr Man 5sp 1370kg 2.7i
Vin/Chassis No	
Engine No	
Cover Type	Comprehensive
Radius	Unlimited
Dangerous Goods	$2M
Use	Business
Are there any under 30 year old drivers?	NO
Section One:	
Basis of Settlement	Market value
Section Two	Liability
Liability Limit	$35M

Motor Vehicle Section

Registration Number	T55934
Vehicle Description	2010 Trailer - Box Trailers, Horse Floats, etc - User Specified
Model	Europe 12/5'6
Vin/Chassis No	
Engine No	
Cover Type	Comprehensive
Radius	Unlimited
Dangerous Goods	$2M
Use	Business
Are there any under 25 year old drivers?	NO
Section One:	
Basis of Settlement	$3,000 (Sum insured or Market value excluding GST whichever is the lesser)
Section Two	Liability
Liability Limit	$35M

Motor Vehicle Section

Registration Number	W03224
Vehicle Description	1999 Trailer - Box Trailers, Horse Floats, etc - User Specified
Model	Towpax 6X4
Vin/Chassis No	
Engine No	
Cover Type	Comprehensive
Radius	Unlimited
Dangerous Goods	$2M
Use	Business
Are there any under 25 year old drivers?	NO
Section One:	
Basis of Settlement	$1,000 (Sum insured or Market value excluding GST whichever is the lesser)
Section Two	Liability
Liability Limit	$35M

Motor Vehicle Section

Registration Number	UNREG
Vehicle Description	2015 Light Plant - Compressor, Generator, Mower, Sweeper - User Specified
Model	Electra Resort Cart with Luggage Tray
Vin/Chassis No	
Engine No	
Cover Type	Own Damage
Radius	Unlimited
Use	Business
Are there any under 25 year old drivers?	NO
Section One:	
Basis of Settlement	$10,646 (Sum insured or Market value excluding GST whichever is the lesser)
Section Two	Liability
Liability Limit	$NIL

Motor Vehicle Section

Registration Number	1HQ3SQ
Vehicle Description	2011 Holden
Model	RC MY11 LX Utility Space Cab 2dr Man 5sp 1198kg 3.6i
Vin/Chassis No	
Engine No	
Cover Type	Comprehensive
Radius	Unlimited
Dangerous Goods	$2M
Use	Business
Are there any under 30 year old drivers?	NO
Section One:	
Basis of Settlement	Market value
Section Two	Liability
Liability Limit	$35M

Motor Vehicle Section

Registration Number	UNREG
Vehicle Description	2016 Heavy Plant - Mining, Earthmoving, Roadmaking, etc - User Specified

Model	Kanga Loader with 25HP Kubota Diesel
Vin/Chassis No	
Engine No	
Cover Type	Own Damage
Radius	Unlimited
Use	Business
Are there any under 25 year old drivers?	NO
Section One:	
Basis of Settlement	$33,000 (Sum insured or Market value excluding GST whichever is the lesser)
Section Two	Liability
Liability Limit	$NIL

Motor Vehicle Section

Registration Number	X74435
Vehicle Description	2017 Trailer - Box Trailers, Horse Floats, etc - User Specified
Model	Geelon 6X4
Vin/Chassis No	
Engine No	
Cover Type	Comprehensive
Radius	Unlimited
Dangerous Goods	$2M
Use	Business
Are there any under 25 year old drivers?	NO
Section One:	
Basis of Settlement	$2,000 (Sum insured or Market value excluding GST whichever is the lesser)
Section Two	Liability
Liability Limit	$35M

Motor Vehicle Section

Registration Number	UNREG
Vehicle Description	2017 Light Plant - Compressor, Generator, Mower, Sweeper - User Specified
Model	Green Master 3250 with vertical cutters
Vin/Chassis No	
Engine No	
Cover Type	Own Damage
Radius	Unlimited
Use	Business
Are there any under 25 year old drivers?	NO
Section One:	
Basis of Settlement	$49,750 (Sum insured or Market value excluding GST whichever is the lesser)
Section Two	Liability
Liability Limit	$NIL
Interested Party	Toro Finance Secured loan

Motor Vehicle Section

Registration Number	TBA
Vehicle Description	2017 Trailer - Box Trailers, Horse Floats, etc - User Specified
Model	Home Made Trailer

Vin/Chassis No	
Engine No	
Cover Type	Comprehensive
Radius	Unlimited
Dangerous Goods	$2M
Use	Business
Are there any under 25 year old drivers?	NO
Section One:	
Basis of Settlement	$1,000 (Sum insured or Market value excluding GST whichever is the lesser)
Section Two	Liability
Liability Limit	$35M

Motor Vehicle Section

Registration Number	V52554
Vehicle Description	2011 Trailer - Box Trailers, Horse Floats, etc - User Specified
Model	Sunshi Box Trailer
Vin/Chassis No	
Engine No	
Cover Type	Comprehensive
Radius	Unlimited
Dangerous Goods	$2M
Use	Business
Are there any under 25 year old drivers?	NO
Section One:	
Basis of Settlement	$13,200 (Sum insured or Market value excluding GST whichever is the lesser)
Section Two	Liability
Liability Limit	$35M

Motor Vehicle Section

Registration Number	UNREG
Vehicle Description	2012 Light Plant - Compressor, Generator, Mower, Sweeper - User Specified
Model	Toro Reelmaster 3100
Vin/Chassis No	
Engine No	
Cover Type	Own Damage
Radius	Unlimited
Use	Business
Are there any under 25 year old drivers?	NO
Section One:	
Basis of Settlement	$8,000 (Sum insured or Market value excluding GST whichever is the lesser)
Section Two	Liability
Liability Limit	$NIL

Motor Vehicle Section

Registration Number	UNREG
Vehicle Description	2007 Light Plant - Compressor, Generator, Mower, Sweeper - User Specified
Model	Toro Workman ATV 072771C Serial: 270000808
Vin/Chassis No	
Engine No	

Cover Type	Own Damage
Radius	Unlimited
Use	Business
Are there any under 25 year old drivers?	NO
Section One:	
Basis of Settlement	$6,000 (Sum insured or Market value excluding GST whichever is the lesser)
Section Two	Liability
Liability Limit	$NIL

Motor Vehicle Section

Registration Number	UNREG
Vehicle Description	2020 Light Plant - Compressor, Generator, Mower, Sweeper - User Specified
Model	Green Machine Sweeper/Vac
Vin/Chassis No	
Engine No	
Cover Type	Own Damage
Radius	Unlimited
Use	Business
Are there any under 25 year old drivers?	NO
Section One:	
Basis of Settlement	$10,000 (Sum insured or Market value excluding GST whichever is the lesser)
Section Two	Liability
Liability Limit	$NIL

Motor Vehicle Section

Registration Number	UNREG
Vehicle Description	2020 Light Plant - Compressor, Generator, Mower, Sweeper - User Specified
Model	Toro Grounds Master 7200 Mower
Vin/Chassis No	406802517
Engine No	
Cover Type	Own Damage
Radius	Unlimited
Use	Business
Are there any under 25 year old drivers?	NO
Section One:	
Basis of Settlement	$30,500 (Sum insured or Market value excluding GST whichever is the lesser)
Section Two	Liability
Liability Limit	$NIL
Interested Party	Toro Finance Secured loan

Motor Vehicle Section

Registration Number	UNREG
Vehicle Description	2021 Farm - Tractor, Implement, etc - User Specified
Model	Toro Workman MDX
Vin/Chassis No	
Engine No	
Cover Type	Own Damage
Radius	Unlimited

Use	Business
Are there any under 25 year old drivers?	NO
Section One:	
Basis of Settlement	$17,725 (Sum insured or Market value excluding GST whichever is the lesser)
Section Two	Liability
Liability Limit	$NIL
Interested Party	Toro Finance Secured loan

Motor Vehicle Section

Registration Number	1WK7RZ
Vehicle Description	2022 Toyota
Model	GDH322R Commuter Bus High Roof Super LWB 12st 4dr Spts Auto 6sp 2.8DT
Vin/Chassis No	TBA
Engine No	

Accessories

Description	Estimated Value
Reversing buzzer	$180
Rear Bumper Protector	$450
Tow Bar with large round plug	$935
Manual Step	$955

Cover Type	Comprehensive
Radius	0 - 250km
Use	Business
Are there any under 25 year old drivers?	NO
Section One:	
Basis of Settlement	$70,750 (Sum insured or Market value excluding GST whichever is the lesser)
Section Two	Liability
Liability Limit	$35M
Interested Party	Commonwealth Bank of Australia Lease

Motor Vehicle Section

Registration Number	UNREG
Vehicle Description	2017 Farm - Tractor, Implement, etc - User Specified
Model	Toro HDX heavy duty Workman with diesel engine and hydraulic
Vin/Chassis No	D902
Engine No	
Cover Type	Comprehensive
Radius	Unlimited
Use	Business
Are there any under 25 year old drivers?	NO
Section One:	
Basis of Settlement	$16,000 (Sum insured or Market value excluding GST whichever is the lesser)
Section Two	Liability
Liability Limit	$35M

Motor Vehicle Section

Registration Number	UNREG

Vehicle Description	2017 Farm - Tractor, Implement, etc - User Specified
Model	Toro Groundsmaster 3280-D front deck mower with diesel engine
Vin/Chassis No	
Engine No	
Cover Type	Comprehensive
Radius	Unlimited
Use	Business
Are there any under 25 year old drivers?	NO
Section One:	
Basis of Settlement	$13,000 (Sum insured or Market value excluding GST whichever is the lesser)
Section Two	Liability
Liability Limit	$35M

Motor Vehicle Section

Registration Number	UNREG
Vehicle Description	2017 Farm - Tractor, Implement, etc - User Specified
Model	Toro Reelmaster 5510-D 5 gang fairway mower, with diesel engine
Vin/Chassis No	V1505
Engine No	
Cover Type	Comprehensive
Radius	Unlimited
Use	Business
Are there any under 25 year old drivers?	NO
Section One:	
Basis of Settlement	$33,000 (Sum insured or Market value excluding GST whichever is the lesser)
Section Two	Liability
Liability Limit	$35M

Motor Vehicle Section

Registration Number	UNREG
Vehicle Description	2023 Light Plant - Compressor, Generator, Mower, Sweeper - User Specified
Model	Toro 74000TA
Vin/Chassis No	74000TA/414070928
Engine No	
Cover Type	Own Damage
Radius	Unlimited
Use	Business
Are there any under 25 year old drivers?	NO
Section One:	
Basis of Settlement	$20,902 (Sum insured or Market value excluding GST whichever is the lesser)
Section Two	Liability
Liability Limit	$NIL

Motor Vehicle Section

Registration Number	UNREG
Vehicle Description	2018 Farm - Tractor, Implement, etc - User Specified
Model	Toro Workman MDX
Vin/Chassis No	
Engine No	

Cover Type	Own Damage
Radius	Unlimited
Use	Business
Are there any under 25 year old drivers?	NO
Section One:	
Basis of Settlement	$23,050 (Sum insured or Market value excluding GST whichever is the lesser)
Section Two	Liability
Liability Limit	$NIL

Motor Vehicle Section

Registration Number	UNREG
Vehicle Description	2025 Heavy Plant - Mining, Earthmoving, Roadmaking, etc - User Specified
Model	Kobelco Excavator SK17SR-5
Vin/Chassis No	
Engine No	
Cover Type	Own Damage
Radius	Unlimited
Use	Business
Are there any under 25 year old drivers?	NO
Section One:	
Basis of Settlement	$39,105 (Sum insured or Market value excluding GST whichever is the lesser)
Section Two	Liability
Liability Limit	$NIL

Motor Vehicle Section

Registration Number	TBA
Vehicle Description	2013 Trailer - Box Trailers, Horse Floats, etc - User Specified
Model	Gold acreas 400lt spray Trailer
Vin/Chassis No	
Engine No	
Cover Type	Comprehensive
Radius	Unlimited
Dangerous Goods	$2M
Use	Business
Are there any under 25 year old drivers?	NO
Section One:	
Basis of Settlement	$10,000 (Sum insured or Market value excluding GST whichever is the lesser)
Section Two	Liability
Liability Limit	$35M

COUNTRY CLUB
LIVING

Insurance Policy Exclusions

Details of exclsuions for insurance policies applicable to
the following villages:

Bellarine Lakes Country Club

To be read in conjunction with either of the following regulatory documents:
Contract Check
Information Statement

Phone: (03) 5331 2611

Policy: Public Liability - Ansvar

Sexual Abuse Exclusion
This Policy does not cover any claim arising from:
Any actual or alleged Sexual Abuse, as defined in the policy wording.

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.

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

estimated cost. If not disputed within 21 days, the operator may carry out the works and charge the resident the reasonable cost.

Rent (non-owner residents): Some non-owner residents pay ongoing rent for the right to occupy their unit, in place of or in addition to an entry payment. Rent is treated separately from entry payments under the legislation.

Special levy: A one-off charge for unexpected major expenses. No more than one special levy may be charged in any 12-month period, and only where required by law, approved by residents by special resolution, or covered by the contract.

Utility charges: Charges for electricity, gas and water consumed by the resident. The method of calculation varies between villages and is set out in the contract.

Waiting list fee: A fee charged to join the village waiting list. It may or may not be refundable. The operator is required to state in the information statement whether a waiting list fee applies and whether it is refundable on entry.

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, defoliants 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

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.

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.

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

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

Policy: ISR Property (Building Insurance) – CGU	
Policy Specific Exclusions	
Property Exclusions	
Transmission & Distribution Lines Exclusion Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is hereby agreed and declared that the following Property Exclusion is included: 18. overhead transmission and distribution lines and their supporting structures of power-generating authorities or companies and telecommunications companies, but this exclusion shall not apply in respect of the aforementioned lines (and their supporting structures) that extend from the public highway to the insured premises and are the responsibility of the insured. It is understood and agreed that public utilities extension and/or suppliers extension and/or contingent business interruption coverages are not subject to this exclusion, provided that these are not a part of transmitters' or distributors' policy	
PERILS EXCLUSIONS	
War & Terrorism Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is hereby agreed and declared that Perils Exclusion 1 is deleted in full and replaced by the following: 1. loss, destruction, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in other sequence to the loss: (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, conspiracy, rebellion, revolution, insurrection, mutiny, military or usurped power; or (b) any Act of Terrorism; or (c) expropriation, confiscation or nationalisation, or requisition or destruction of or damage to property by or under the order of any government (whether lawfully	
Nuclear Weapons Exclusion Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is hereby agreed and declared that Perils Exclusion 2. is deleted and replaced with the following: 2. loss, damage, destruction, liability or expense directly or indirectly caused by or contributed to by or arising from: (a) any nuclear weapons materials; (b) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or (c) any chemical, biological, bio-chemical, or electromagnetic weapon.	
Pollution and Contamination Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is hereby agreed and declared that the following Perils Exclusion is included: 10. physical loss, destruction or damage occasioned by or happening through: pollution or contamination except (unless otherwise excluded) loss or destruction of or damage to property or any part thereof used by the Insured at the premises for the purpose of the business caused by: (a) pollution or contamination at the premises which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious person, earthquake, storm, flood, bursting, overflowing discharging or leaking of water tanks, apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal. (b) any of the perils listed in (a) above which itself results from pollution or contamination.	
Cyber and Data Exclusion Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is hereby agreed and declared that the following Perils Exclusion is included: 11. a) Cyber Loss, except that subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss, destruction or damage to Property Insured and any Time Element Loss directly resulting therefrom where such physical loss, destruction or damage is directly caused by the following perils if otherwise covered under the Policy: i. theft or burglary; ii. storm, windstorm, hail, tornado, cyclone, hurricane; iii. fire, lightning or explosion; iv. earthquake, volcano eruption or tsunami; v. flood, freeze or weight of snow; vi. aircraft impact or vehicle impact or falling objects; vii. water damage; viii. a change in temperature affecting refrigerated goods; or ix. machinery or electronic breakdown, including collapse or explosion of pressure equipment, which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act; or b) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with 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. Provided however that subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss, destruction or damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the 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. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect. Notwithstanding any other provision of this Policy, this exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and any other	
Radioactive Contamination Exclusion Clause (with write back) Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is hereby agreed and declared that the following Perils Exclusion is included: 12. (a) property eligible for insurance by the relevant local nuclear insurance pool and/or association; (b) Nuclear Energy Risks; or (c) loss, damage, destruction, liability or expense directly or indirectly caused by or contributed to by or arising from: i. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or iii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. This Exclusion 12.c) iii. does not extend to radioactive isotopes, other than nuclear fuel or nuclear waste, when such isotopes are on the Property Insured and are being prepared, stored or used in the normal course of operations by the Insured for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended. For the purpose of this exclusion, "Nuclear Energy Risks" means: 1. all property, on the site of a nuclear power station, nuclear reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station; 2. all property, on any site (including but not limited to the sites referred to in 1. above) used or having been used for the generation of nuclear energy or the production, use or storage of nuclear material; 3. the supply of goods and services to any of the sites, described in 1. and 2. above.	
Sanction Limitation and Exclusion Clause Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is hereby agreed and declared that the following Perils Exclusion is included: 13. any liability to provide any cover, pay any claim or provide any benefit under the Policy (including any refund of premium), to the extent that such cover, claim, benefit or refund may contravene or expose the Insurer(s) to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of any country.	

Communicable Disease General Exclusion It is hereby agreed and declared that the word 'disease' is deleted from Perils Exclusion 4(a) and the following Perils Exclusion is included: 14. any loss, damage, liability, cost or expense of whatever nature directly or indirectly caused by, arising from, contributed to or by, or in connection with: a) disease; or b) a Communicable Disease; or c) any disease determined to be a 'listed human disease', or any disease in respect of which a 'biosecurity emergency' or 'human biosecurity emergency' is declared, under the Biosecurity Act 2015 (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation; or d) any disease determined by the World Health Organization to be a Public Health Emergency of International Concern (PHEIC); or e) any 'notifiable infectious disease' as defined under the Health Act 1956 (NZ) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation; or f) any 'notifiable organism' as defined under the Biosecurity Act 1993 (NZ) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation; or g) Highly Pathogenic Avian Influenza (HPAI) in humans; or h) Severe Acute Respiratory Syndrome (SARS); or i) rabies; or j) cholera; or k) smallpox; or l) any pandemic, epidemic or any other outbreak of infectious disease; or m) any: i. mutation of; or ii. fear or threat (actual or perceived) of; or iii. action taken to control or prevent or suppress; any of the diseases, conditions or circumstances described in this exclusion. Provided that this exclusion will not apply to physical loss, destruction or damage to Property Insured under the Policy and the consequential loss insured under the Policy resulting from such physical loss, destruction or damage caused by the following perils, subject to all other provisions of the Policy: fire, burglary & theft, lightning, thunderbolt, explosion, implosion, smoke, earthquake, subterranean fire, volcanic eruption, impact, aircraft or other aerial devices or articles dropped therefrom, sonic boom, 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	
Broad CGU ISR standard exclusions	
Exclusions Applicable To All Sections	
Property exclusions	
This Policy does not cover physical loss, destruction of, or 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) and unregistered motor vehicles to any situation in the Commonwealth of Australia but, whilst such property is in transit, cover is limited to physical loss, destruction or damage caused by fire, lightning, explosion, earthquake, aircraft, riot, strikes, malicious damage and storm and/or tempest.	
2. Money: a) whilst being carried by professional money carriers, professional carriers or common carriers which is more specifically insured excepting the excess amount over and above such more specific insurance which excess is held to be covered hereunder. 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 loss, destruction or 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 or were obtained through actual or threatened violence to person(s) or property; d) where the loss is not discovered within a reasonable period of time following the event having regard to the nature, scale and complexity of the Business; e)where the loss arises out of: i.kidnapping; ii bomb threat; iii. hoax; iv. extortion; or any attempt thereat.	
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 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 under another policy entered into by a third party or under a policy required by law, whilst on any premises occupied or used by the Insured.	
6. Livestock, animals, birds or fish.	
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. a) Bridges, canals, roadways and tunnels, dams and reservoirs (other than tanks) and their contents. b) Railway tracks (other than on the premises occupied or used by the Insured for the purpose of its business).	
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, its processing including but not limited to manufacturing, production, repair, painting and the application of heat for moulding.	
13. a) Gates, fences, retaining walls, textile awnings and blinds; b)property in the open air unless such property comprises or forms part of a permanent structure designed to function without the protection of the walls or roof; caused by wind, rainwater or hail.	
14. a) 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 $1,000,000, whichever is the lesser. Provided that this Exclusion 14(a) shall apply only to the works comprising such construction, erection, alteration or addition and not to any original or existing structures. b) Empty premises upon which demolition work has commenced.	
15. Oil and gas drilling and/or production rigs whilst offshore.	
16. 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 16 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 16, "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.	Policy Write-back - Machinery Breakdown $100,000 any one event and in the annual aggregate, any one period of insurance Spoilage of Goods in Cold Storage - $25,000
17. 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.	Policy Write-back - Boiler & Pressure Vessel Explosion $40,000
PERILS EXCLUSIONS	
The Insurer(s) shall not be liable under Sections 1 and/or 2 in respect of:	

1. Physical loss, destruction of or damage to the Property Insured: a)directly or indirectly occasioned by or happening through or connected with war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power; b)resulting from confiscation, nationalisation, requisition or damage to property by or under the order of any Government or Public or Local Authority. Notwithstanding the provisions of Perils Exclusion 1(b) the Insurer(s) shall be liable for loss, destruction of or damage to, or the cost of removal of, sound property at the Premises 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;	
2. a) Physical loss, destruction of or damage to the Property Insured; b)any legal liability of whatsoever nature; directly or indirectly caused by or contributed to, by or arising from: i.ionising radiations or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel. Note: For the purpose of this exclusion only, "combustion" shall include any self-sustaining process of nuclear fission; ii.nuclear weapons materials;	
3. Physical loss, destruction or damage occasioned by or happening through: a)flood, which shall mean the inundation of normally dry land by water escaping or released from the normal confines of any natural watercourse or lake (whether or not altered or modified), reservoir, canal or dam; b)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 loss, destruction or damage is caused by or arises out of an earthquake or seismological disturbance;	Policy Write-Back - Flood – All Locations $10,000,000 any one event in the annual aggregate, any Period of Insurance
4.Physical loss, destruction or damage occasioned by or happening through: a)moths, termites or other insects, vermin, rust or oxidation, mildew or mould (unless such mildew or mould is the direct result of a covered peril), contamination or pollution, wet or dry rot, corrosion, change of colour, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defects, loss of weight, change in flavour texture or finish, smut or smoke from industrial operations (other than sudden and unforeseen damage resulting therefrom); b)wear and tear, fading, scratching or marring, gradual deterioration or developing flaws, normal upkeep or making good; c)error or omission in design, plan or specification or failure of design; d)normal settling, seepage, shrinkage or expansion in buildings or foundations, walls, pavements, roads and other structural improvements, creeping, heaving and vibration; e)faulty materials or faulty workmanship. Provided that these Exclusions 4(a) to (e) shall not apply to subsequent loss, destruction of or damage to the Property Insured occasioned by a peril (not otherwise excluded) resulting from any event or peril referred to in this exclusion;	
5. Physical loss, destruction or damage occasioned by or happening through: a)incorrect siting of building consequent upon: i.error in architectural design or specification; ii.faulty workmanship; or iii.non-compliance by the Insured (or anyone acting on behalf of the Insured) with the necessary permits issued by Government, Public or Local Authorities; b) 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;b) 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. Physical loss, destruction or damage occasioned by or happening through: a) theft of property (other than Money in transit) in the open air; b) unexplained or inventory shortage, disappearance resulting from clerical or accounting errors, shortage in the supply or delivery of materials to or from the Insured; c) i. spontaneous combustion; ii. spontaneous fermentation or heating or any process involving the direct application of heat in the course of manufacturing or processing including but not limited to production, repair, painting and moulding. 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. Physical loss, destruction or damage occasioned by or happening through: a) i. 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 with the Insured's knowledge and consent whether alone or in collusion with any other person(s); ii. access by any person(s) other than the Insured or the Insured's employee(s) to the Insured's computer system via data communication media that terminate in the Insured's computer system. Provided that this exclusion shall not apply to theft consequent upon forcible and violent entry upon premises or felonious concealment upon premises committed by an employee of the Insured; b) i. the cessation of work whether total or partial; ii. the cessation, interruption or retarding of any process or operation; as a result of strikes, labour disturbances or locked out workers. Provided that Perils Exclusions 7(b)(i) and 7(b)(ii) shall not apply in respect of physical loss, destruction or damage directly caused by strikers, locked out workers or similar persons; c) erosion, subsidence, earth movement or collapse resulting therefrom; d) kidnapping, bomb threat, threat of contamination, hoax, extortion or any attempt thereat; Provided that Exclusions 7(a) to (d) shall not apply to subsequent loss, destruction or damage to the Property Insured occasioned by a peril (not otherwise excluded) resulting from any event or peril referred to in this exclusion;	
8. Any legal liability of whatsoever nature other than as herein provided;	
9. Consequential loss of any kind except if specifically covered by the Policy, including direct or indirect financial or non-financial loss due to delay, lack of performance, loss of contract or depreciation in the value of land or stock, except as herein provided in Section 2.	

Policy: Professional Indemnity - Ansvar

This insurance shall not provide cover for losses, liability, cost or expense of whatever nature directly or indirectly arising from, contributed to by, or in connection with;

1. Retroactive date Any act, error or omission occurring or committed prior to the retroactive date.

2. Directors and officers liability
Any breach of duty by you or your employees where the act, error or omission out of which such breach of duty arose, occurred or was committed in your or your employee's capacity as a director, secretary, trustee or officer of you or any legal entity, corporation or other incorporated body.

3. Trading debts, guarantees and professional fees
a) Any trading debt incurred, or any guarantee in respect of such debt given, by you or your employees; or
b) fees or charges rendered by you

4. Fraud and dishonesty
Any dishonest, fraudulent, criminal or malicious breach of duty by you or your employees, consultants, sub-contractors or agents, or any person condoning such act, including a reckless disregard for the consequences, or any deliberate breach of any statute or regulation by you or any of your employees, consultants, sub-contractors or agents with your knowledge, approval or consent.

5. Jurisdictional and territorial limit
a) Any action for compensation brought or first brought against you or your employees in the United States of America or Canada, or their territories or protectorates.
b) The enforcement of any judgment, order or award obtained within or determined pursuant to the laws of the United States of America or Canada, or their territories or protectorates.

6. Radioactivity and nuclear waste
a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear device or assembly, or a nuclear component thereof.

7. Pollution
a) The discharge, dispersal, release or escape of pollutants into or upon land, the atmosphere, or any watercourse or body of water; or
b) the cost of removing, nullifying or cleaning up pollutants; or
c) the cost of preventing the escape of pollutants

8. Prior claims
a) Any claim first made against you or your employees prior to the inception of the period of insurance; or
b) any claim arising out of facts or circumstances which were:
i. known to you or your employees prior to the inception of the period of insurance and which a reasonable person in your position would have known might give rise to a claim; or
ii. notified under any insurance which was in force prior to the inception of the period of insurance

9. War and mutiny
a) War, invasion, act of foreign enemy, hostilities, rebellion or warlike activities (whether war is formally declared or not) and civil war.
b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person acting on behalf of or in connection with any organisation the objects of which include the overthrowing or influencing of any de jure or de facto government by violent means.

10. Terrorism
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.

11. Asbestos
Liability arising from asbestos or asbestos products in any form or quantity or for defending any claim for such actual or alleged liability. However, this policy exclusion shall not apply if any injury sustained is unrelated to the inherently hazardous nature of asbestos

12. Employer's liability
a) The death, bodily injury, disease or illness of any insured arising out of or in the course of or in respect of their employment; or
b) a breach of any obligation owed by an insured to another insured.

13. Financial institution
Liability 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.)

14. Fines, penalties and exemplary damages
Liability for fines, penalties, liquidated damages, punitive, exemplary, aggravated or multiplication of compensatory damages, taxes, levies, imposts or duties imposed by a court of law or under any statute or government regulation

15. Industrial awards
Liability to or caused by your employees imposed by the provision of any industrial award, agreement or determination

16. Investment performance/advice
a) Any investment advice or information or opinion regarding investment or failure to provide investment advice or information; or
b) depreciation (or failure to appreciate) in value of any investments, including but not limited to securities, commodities, currencies, options and futures transactions

17. Related controlling interests and subsidiaries
Work undertaken for or on behalf of:
a) any company or firm in which you or your employees exercise or have exercised a controlling interest; or
b) your parent company (if any), any subsidiary company, or any other company in which you or your parent company has or has held at least a 20% financial interest unless such claim or costs or expenses emanates from an independent third party

18. Discrimination
Actual or alleged unlawful discrimination (or other unlawful act, error or omission) by you or your employees against any employee or employment applicant

19. Sexual abuse
Any actual or alleged sexual abuse

20. Criminal acts, sterility, drugs and anaesthesia
a) Any criminal act or any act committed while in violation of any law or ordinance; or
b) the performance or recommendation of any operation to produce sterility, unless pathologically indicated; or
c) the use of drugs for weight reduction; or
d) the performance by dentists and dental surgeons of:
i. general anaesthesia; or
ii. any procedure carried out under general anaesthetic.

21. Medical practitioners, health professionals and midwives
Claims made against any person who is:
a) a medical practitioner, as defined under the national law;
b) a self-employed registered health professional as defined in the national law; or
c) a midwife or any person performing midwifery, where the claim is in connection with such person acting in their capacity as medical practitioner, registered health professional or midwife.

22. North American Operations Any claim arising from any civil liability incurred in the United States of America or Canada or any of their territories or protectorates.

23. Intoxicants and drugs Services rendered by any person while that person is under the influence of intoxicants or drugs or from any failure to render services competently or at all because of such influence, if such services were performed with the knowledge or connivance of the insured. For the purpose of this exclusion the term 'drug' does not include pharmaceutical drugs prescribed by a registered medical practitioner to such person. However, this exclusion will not apply to the rendering of or failure to render first aid and assistance in an emergency situation or accident.

24. Goods sold, stored, supplied or distributed The sale, storage, supply or distribution of any good or product which arises directly from the conduct of the professional activities of your business or practice

25. Insolvency
The insolvency, liquidation, administration or receivership of an insured.

26. Legal advice
The provision of any form of legal services

27. Tax advice
Tax advice or information or opinion or failure to provide tax advice or information

28. Manufacturing/construction/property development
a) Defects or alleged defects in any product manufactured, supplied, installed assembled, erected or maintained by you or on your behalf; or
b) any construction, assembly, installation, erection, maintenance; or
c) supervision of construction, assembly, installation, erection or maintenance; or
d) your business or practice as a property developer, construction manager or project manager

29. Licensing inquires
Any prosecution, inquiry, hearing, commission or other investigation in relation to the insured failing to be properly licensed, registered or accredited to provide professional activities of your business or practice as required by any Acts, rules, regulations or industry codes of practice

30. Worldwide Punitive Damages Clause
Notwithstanding anything to the contrary contained herein, it is understood and agreed that punitive damages and/ or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages against you:
a) in respect of any claim arising under this policy
b) in respect of any judgement award or settlement made within the legal jurisdiction of the United States of America and/or Canada to any order made anywhere in the world to enforce such judgement award or settlement in whole or in part Shall be excluded from recovery hereon, except for damages arising from libel, slander or defamation actions

31. Waiver of rights Any liability for which you have at any time by deed or agreement forgone, excluded or limited a right of recovery

32. 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 Organisations; or
d) Any mutation of the diseases described in a) to c) 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

33. Internet technology hazards exclusion
Any losses, liability, costs or expense arising, directly or indirectly, out of, or in any way, involving:
a) The use or design of computer systems or programs by you. However, this exclusion will not apply to civil liability arising out of normal, everyday use of the internet for email, intranet and associated activity, or arising out of any material on your website in support of the conduct of the professional activities of your business or practice.
b) Property damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, caused 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 you.
iii. the use of computer hardware or software of any third party, whether authorised or unauthorised, or
iv. any computer virus.
Nothing in this exclusion shall be construed to extend coverage under the policy to any liability which would not have been covered in its absence

34. Foster Care
All claims arising out of foster care including but not limited to physical or sexual abuse or general neglect or denial of opportunity regarding the emotional, mental and educational development of any person in foster care.

Policy: Management Liability - Specialist Underwriting

Total Insolvency Exclusion
Section 3 - Directors & Officers Liability will not indemnify the Insured in respect of any claim directly or indirectly based upon, attributable to or in consequence of the Insured's insolvency, bankruptcy or liquidation or inability to pay debts as and when they fall due.

NDIS Exclusion
The Insurer will not be liable for and the Policy will not indemnify the Insured for any Claim arising from or attributable to any Inquiry or any request for information relating to or in any way connected with the National Disability Insurance Scheme.

Physical Abuse Exclusion
Section 1 - Statutory Liability, Section 3 - Directors & Officers Liability and Section 4 - Organisation Liability will not respond to any Claim(s) arising out of or in connection with assault, abuse or molestation, or attempt thereat committed or alleged to have been committed by the Insured.
Furthermore there shall be no duty to defend any claim, action, suit, proceeding, investigation or inquiry connected therewith.

Total Cyber Exclusion
The Insurer has no liability for and the Policy does not provide indemnity in respect of any Claim arising from, attributable to, or in any way connected with the unauthorised access to or use of any computer system owned, operated by, or licensed to the Named Organisation.

EXCLUSIONS APPLICABLE TO STATUTORY LIABILITY
Under this section of the Policy the Insurer has no liability for and does not provide indemnity in respect of:

Compensation
any proceedings for or in connection with Compensation

Unfair or Anti-Competitive Practices
any Statutory Liability Claim directly or indirectly arising from or in any way connected with any actual or alleged unfair or restrictive trade practices, including but not limited to, misleading and deceptive conduct, price fixing, cartels or tortious interference in any other business or contractual relationships.
Provided that this exclusion will not apply to any Employee whilst acting in their capacity as an Employee of the Named Organisation.

Failure to comply with an Enforceable Undertaking
any Statutory Liability Claim arising from or attributable to any failure to comply with any term or condition of an enforceable undertaking.

Remedial Order
any part of any Penalty or Enforceable Undertaking Expenses that require the Insured to:
(a) remedy any matter caused by the commission of a Statutory Breach;
(b) pay an amount as Compensation for damage caused in consequence of a Statutory Breach;
(c) pay an amount as Compensation for loss of time or expense incurred in consequence of a Statutory Breach;
(d) pay any remedial, reparation or restitution costs including but not limited to, the cost of cleaning-up pollution and contamination; or
(e) pay Compensation.

Provided that the Insurer will not be liable for the proportion of Legal Costs incurred by the Insured, or Prosecution Costs awarded against the Insured, in a proceeding or Inquiry relating to the Statutory Breach that may be reasonably attributed to those matters set out in paragraphs (a) to (e) above.

Internal Investigation
any audit or Internal Investigation carried out by the Insured, or at the Insured's request or direction, including pursuant to an order or requirement of a Regulatory Authority, court or tribunal requiring the Insured to undertake or arrange an audit or Internal Investigation, including any obligation to undertake or arrange an audit or Internal Investigation pursuant to the terms or conditions of an enforceable undertaking.

EXCLUSIONS APPLICABLE TO EMPLOYMENT PRACTICES LIABILITY
Under this section of the Policy, the Insurer has no liability for and does not provide indemnity in respect of:

Building Modification Requirements
any Employment Practice Claim arising from any requirement for physical modifications to the Insured's premises, fixtures, fittings, plant or equipment or changes to the Insured's usual business operations.

Compensation for Physical Injury
any Employment Practice Claim made against the Insured for Compensation for:
(a) any physical injury; or
(b) any injury where the Insured is indemnified for such a claim under Commonwealth, State or Territory workers compensation legislation, or any such legislation in New Zealand or pursuant to the New Zealand Accident Compensation Corporation; or
(c) any injury where the injured person has received or is entitled to receive Workers Compensation Benefits.

Contractual Obligations
any Claim arising from, attributable to, or in any way connected with any person engaged (either directly or through a contracting entity) pursuant to a fixed term contract, fixed task, outer limit/maximum duration contract of employment or contract for service or labour hire agreement (collectively referred to below as "the contract") and arising out of or in connection with any:
(a) termination of the contract except for any general protections, adverse action or unfair dismissal claims made against the Insured under the Fair Work Act 2009 (Cth);
(b) failure to renew the contract;
(c)assessment of or dispute over the status of a worker as an Employee or a contractor or the nature of the engagement of that person by the Insured;
(d) misdescription or misrepresentation of what is in fact a position of employment as an independent contracting arrangement; or
(e) other claim, complaint or Inquiry relating to the contract that is not an Employment Practice Claim.

Obligations to Make Payments
Legal Costs that relate to, and any amount payable by the Insured pursuant to any:
(a) contractual or other obligations to make a payment, whether under any Act of Parliament or award;
(b) workplace entitlements payable or to be paid to Employees or Labour Hire Workers; or
(c) order by a court or tribunal, or any provision of or made by an award, agreement, or settlement requiring the Insured to make any payment under a fixed term, fixed task, or outer limit/maximum duration contract of employment or contract for service.

Provided that this Exclusion shall not apply to any:
i. liability for Damages payable or to be paid under a contract or agreement where the Insured would have been liable at law in the absence of the contract or agreement and arising from any Employment Practice Claim; or
ii. liability for any general protections, adverse action or unfair dismissal claims made against the Insured under the Fair Work Act 2009 (Cth) arising from any Employment Practice Claim; or
iii. Legal Costs to defend any action brought under the Fair Work Act 2009 (Cth) arising from any Employment Practice Claim.

EXCLUSIONS APPLICABLE TO DIRECTORS & OFFICERS LIABILITY
Under this section of the Policy, the Insurer has no liability for and does not provide indemnity in respect of any Directors' and Officers' Claim:

Inadequate Acquisition Price
which alleges that the price or consideration paid or proposed to be paid for the acquisition or completion of the acquisition of all, or substantially all, the ownership interest in, or assets of, any entity or business is inadequate, and the amount of any judgment or settlement representing the amount by which such price or consideration is effectively increased, nor any amount for the claimant's costs and expenses.

Injury
arising from or in any way connected with any death, disappearance, injury, sickness, disease, mental anguish, emotional distress or nervous shock, including any Injury for which Workers Compensation Benefits are available.

Insured Vs Insured
made against an Insured Person by or on behalf of the Named Organisation.

Provided that this Exclusion does not apply to any Directors and Officers' Claim brought in the name of the Named Organisation by any legally authorised individual or entity, other than the Named Organisation itself.
Provided also that they are acting without any direct or indirect consent, solicitation, enticement, or co-operation from any Insured Person

Intellectual Property Rights
directly or indirectly arising from or in any way connected with any liability arising from actual or alleged infringement of copyright, trademarks, registered designs, patents, plagiarism, passing off, breach of confidentiality or any other intellectual property rights.

Obligations to Employees
based upon, attributable to or in any way connected with an obligation imposed under any:
(a) Act of Parliament providing for:
i. paid or unpaid leave of any kind;
ii. redundancy or severance payments; or
iii. superannuation entitlements; or
(b) employment agreement or labour hire agreement

Pollution
in respect of any Compensation for Pollution, including any clean-up costs, pollution abatement or mitigation costs, or consequential loss.
For the purposes of this Exclusion, Pollution means:
(a) the actual, alleged or threatened discharge, dispersal, release or escape of pollutants into or on, the presence of pollutants in or on, land, the atmosphere or any watercourse or body of water; or
(b) any direction or request to test for, monitor, clean up, remove, contain, treat, neutralise, detoxify, or assess the effects of pollutants.
Pollutants include (but are not limited to) any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, asbestos and waste. Waste includes (but is not limited to) materials to be recycled, reconditioned or reclaimed.

Repair, Replacement or Recall of Products
directly or indirectly arising from or in any way connected with any:
(a) cost or expense incurred by the Insured for the inspection, repair, replacement, loss of use or recall of the Insured's Products; or
(b) defect in or the unsuitability of the Insured's Products.

Professional Services
directly or indirectly arising from the rendering of, or failure to render a professional service to a third party.

Property Damage
arising from loss, damage to or destruction of any tangible property, including the loss of use of any tangible property.

Shareholders
brought against an Insured Person by, at the instigation of, or on behalf of, any past or present shareholder who had direct or indirect ownership of, or control over, 15% or more of the voting share capital of the Named Organisation at the time of the alleged breach by the Insured Person

Trading Debts
directly or indirectly arising from or in any way connected with a trading or business debt incurred by the Named Organisation.
Statutory Liability and Employment Practices Liability
which forms the subject of any Statutory Liability Claim and/or any Employment Practice Liability Claim or would, if a claim was made by the Insured, be covered under Section 1 and/or Section 2 of the Policy.

EXCLUSIONS APPLICABLE TO ORGANISATION LIABILITY
Under this section of the Policy, the Insurer has no liability for and does not provide indemnity in respect of any Organisation Liability Claim:

Contractual Liability
directly or indirectly arising from, or in any way connected with, any written or verbal contract or agreement.

Injury
arising from, or in any way connected with, any death, disappearance, injury, sickness, disease, mental anguish, emotional distress or nervous shock, including any injury for which Workers Compensation Benefits are available.

Insured Vs Insured
made against the Named Organisation by or on behalf of any Insured.

Intellectual Property Rights
directly or indirectly arising from, or in any way connected with, any liability arising from actual or alleged infringement of copyright, trademarks, registered designs, patents, plagiarism, passing off, breach of confidentiality or any other intellectual property rights.

Obligations to Employees
based upon, attributable to or in any way connected with an obligation imposed under any:
(a) Act of Parliament providing for:
i. paid or unpaid leave of any kind;
ii. redundancy or severance payments; or
iii. superannuation entitlements; or
(b) employment agreement or labour hire agreement.

Pollution
in respect of any Compensation for Pollution, including any clean-up costs, pollution abatement or mitigation costs, or consequential loss.
For the purposes of this Exclusion, Pollution means:
(a) the actual, alleged or threatened discharge, dispersal, release or escape of pollutants into or on, the presence of pollutants in or on, land, the atmosphere or any watercourse or body of water; or
(b) any direction or request to test for, monitor, clean up, remove, contain, treat, neutralise, detoxify or assess the effects of pollutants.
Pollutants include (but are not limited to) any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, asbestos and waste. Waste includes (but is not limited to) materials to be recycled, reconditioned or reclaimed.

Repair, Replacement or Recall of Products
directly or indirectly arising from, or in any way connected with, any:
(a) cost or expense incurred by the Insured for the inspection, repair, replacement, loss of use or recall of the Insured's Products; or
(b) defect in or the unsuitability of the Insured's Products.

Property Damage
arising from loss, damage to, or destruction of any tangible property, including the loss of use of any tangible property.

Professional Services
directly or indirectly arising from the rendering of, or failure to render a professional service to a third party.

Trading Debts
directly or indirectly arising from, or in any way connected with, a trading or business debt incurred or to be incurred by the Named Organisation.

Unfair or Anti-Competitive Practices
directly or indirectly arising from or in any way connected with any actual or alleged unfair or restrictive trade practices, including but not limited to, misleading and deceptive conduct, price fixing, cartels or tortious interference in any other business or contractual relationships.

EXCLUSIONS APPLICABLE TO TAXATION AUDIT EXPENSES
Under this optional Extension of the Policy, the Insurer has no liability for and does not provide indemnity in respect of:

Excise
directly or indirectly arising from, or in any way connected to, an excise tax and/or an excise duty and/or any stamp duty.

Late Lodgement
directly or indirectly arising from a tax return that has not been lodged by the due date or that has been lodged improperly

New & Revised Information
directly or indirectly arising from new or revised information on a previously lodged return and where an audit ensues.

Restitution Costs
for any amount ordered to be paid pursuant to or to satisfy the findings of a Tax Audit.

GENERAL EXCLUSIONS
The Insurer has no liability for and the Policy does not provide indemnity in respect of:

Asbestos
any Claim for Compensation of any nature which is directly or indirectly based upon, attributable to or in any way connected with asbestos.

AUSTRAC
any action by or on behalf of AUSTRAC, or for any alleged or actual breach of any legislation relating to anti-money laundering or financing of terrorism or organised crime.

Criminal Conduct
any Claim arising directly from any act or omission that constitutes a breach or alleged breach of any Crimes Act or Criminal Code of any State, Territory or Federal legislation and subordinate legislation in respect of any crime against the person, including but not limited to, murder, manslaughter, culpable driving causing death and assault.

Cyber
any claim for Compensation arising from or attributable to:
(a) the unauthorised access to or use of any computer system owned, operated by or licensed to the Named Organisation; or
(b) any Social Engineering Fraud;
Provided that sub-paragraph (b) of this exclusion will not apply to any Fidelity Claim made under Optional Extension Option 1 – Fidelity Guarantee of the Policy.

Defamation
any Claim arising from any written or verbal publication of material if such material:
(a) was published by or at the direction of the Insured with knowledge that it was false; or
(b) was first published before the Retroactive Date shown on the Schedule.

Failure to comply with a Government Order or Regulation
any failure to comply with any lawful notice, order, direction, enforcement action or proceeding under any Act of Parliament served upon, addressed to, or otherwise coming to the notice of the Insured.

Failure to Gain Insurer's Consent
any Claim for Legal Costs where the legal services were provided or the legal fees, costs and associated expenses were incurred or paid:
(a) without the consent of the Insurer; or
(b) before the Insurer provided consent to incur Legal Costs in accordance with the provisions of this Policy.

Failure to Maintain Insurance
any Claim based upon, attributable to or in any way connected with any actual or alleged failure to effect or maintain any insurance, reinsurance or bond.

Fraudulent, Reckless and Wilful Acts
any Claim based upon, attributable to, or in any way connected with:
(a) any fraudulent act or omission of the Insured;
(b) any Wilful, intentional, dishonest or malicious act or omission committed by an Insured;
(c) reckless conduct of the Insured that without reasonable excuse, exposes an individual to a risk of harm;
(d) reckless conduct on the part of any Insured;
(e) any act, error or omission which is committed by an Insured with criminal intent; or
(f) criminal negligence, including but not limited to industrial manslaughter.
Provided that this Exclusion will only apply where it is established by an admission of an Insured, court judgment or other final adjudication that the subject conduct did in fact occur.

Insolvency & Acquisition
any Claim which occurs as a result of or in connection with:
(a) the Named Organisation being placed in any liquidation, receivership, bankruptcy or insolvent administration; or
the Named Organisation ceasing to be controlled by the person, entity or group of persons or entities that exercised control over the Named Organisation at the beginning of the Policy Period; unless the Insured complies with Policy Condition - Change in Control of Named Organisation and the Insurer at its sole discretion agrees in writing to continue cover.

Known Circumstances
any Claim based upon, attributable to, or in any way connected with Known Circumstances.

Other Insurance
any contribution with Other Insurance cover that is available to the Insured, and where there is Other Insurance, this policy will only provide cover that is excess to the amount of cover available to the Insured under that Other Insurance.

Personal Gain & Dishonesty
any liability arising directly or indirectly out of a Director, Officer or Employee of the Named Organisation gaining any personal profit or advantage, or receiving any remuneration to which the Director, Officer or Employee was not or is not legally entitled.
Provided that this Exclusion will only apply where it is established by an admission of an Insured, court judgment or other final adjudication that the conduct referred to above did in fact occur

Prior & Pending
any Claim or proceedings commenced against the Insured prior to the Prior and Pending date specified in the Schedule, or arising from or attributable to any facts or circumstances notified or disclosed to the Insurer (or any other insurer) prior to the Prior & Pending date specified in the Schedule.
In the case of cover for Outside Directorships, the Prior & Pending date shall be the date specified in the Schedule or the date at which cover first commenced in respect of the Outside Directorship, whichever is the later.

Punitive, Aggravated & Exemplary Damages, Uninsurable Liabilities
any punitive, aggravated or exemplary damages or any liability that is not able to be lawfully insured.

Radioactivity
any loss or destruction of or damage to any property or injury to any person whatsoever or any loss or expense whatsoever resulting or arising there-from or any consequential loss, or any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:
(a) ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
(b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
Provided that these Exclusions will not apply to any Claims made arising from radio isotopes or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

Reasonable Grounds for Defending
any Legal Costs where it is determined by the Nominated Representative that there are no Reasonable Grounds for Defending a Claim.

Sanctions
the Insurer shall not be deemed to provide cover and shall not be liable to pay any Claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such Claim or provision of such benefit would expose the Insurer or its Employees to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, Australia, United Kingdom, United States of America or Bermuda.

Share Issue & Prospectus
any Claim made against an Insured directly or indirectly arising out of, based upon, attributable to or in any way connected with:
(a) any public or private issue of shares, preference shares (redeemable or otherwise), debentures of whatever kind, promissory notes or any other form of negotiable or non-negotiable security for the raising of capital by equity, debt or any other means; or
(b) the issue of any Prospectus or similar document or the making of any written or oral representations, in connection with (a) above.

Strikes & Lockouts
any Claim in connection with any strike, lockout, picket line, stand down, related worker replacement(s), right of entry by a trade union or trade union official, or any other similar actions resulting from industrial disputes or negotiations.
Provided that this Exclusion does not apply to Directors, principals, Officers and Employees for Claims arising out of the performance of their duties as Directors, principals, Officers and Employees.

Taxes
any Claim related to or in any way connected with a Tax including, but not limited to, income tax, group tax, sales tax, fringe benefits tax, excise tax, excise duty, any amounts payable pursuant to A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related Acts of Parliament imposing such tax or legislation that is enacted to validate, recapture or recoup such tax, payroll tax, and any rate, duty, levy, charge, fee or any other revenue charge or impost imposed by any Regulatory Authority.
Provided that this exclusion will not apply to any Claim made under Optional Extension Option 2 – Taxation Audit Expenses.

Territorial Limits
any Claim:
(a) made, commenced, issued or brought outside the Territorial Limits specified in the Schedule;
(b) made, commenced, issued or brought pursuant to any law of any country, state or territory outside the Territorial Limits specified in the Schedule; or
(c) arising out of or connected with any Wrongful Act, Employment Practice Breach, Inquiry or Statutory Breach, or any other act or omission occurring outside the Territorial Limits specified in the Schedule.

Trading whilst Insolvent Exclusion any contravention of section 588G of the Corporations Act 2001 (Cth) and any amendment, consolidation or re-enactment of that section or any Claim based upon, attributable to or in any way connected with an insolvent trading offence.
Training any expense, charge or loss incurred or to be incurred by the Insured for the education, training or retraining of its Employees, Labour Hire Workers, agents or contractors.
War, Civil Commotion & Terrorism death, injury, illness, loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any of the following regardless of any other contributing cause or event: (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, 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; or (b) any act of Terrorism. For the purposes of this Exclusion, Terrorism means any act including but not limited to the use or threat of force or violence by any person or group or groups of persons, whether acting alone or on behalf of or in connection with any organisation or government which from its nature or context is committed for, or in connection with any political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear. Death, injury, illness, loss, damage, cost or expense of any nature directly or indirectly caused by, or resulting from, or in connection with, any action taken in controlling, preventing, suppressing or in any way relating to, this Exclusion is also excluded.

Policy: Personal Accident - Ansvar

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; • 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.

Policy: Cyber Insurance – CFC

#	Exclusion / Condition	Detail
1	**USA Jurisdictional Exclusion**	Worldwide territorial limits but claims under USA jurisdiction are excluded.
2	**$1,000,000 Aggregate Limit**	All sections and sublimits are included in and form part of the aggregate limit of $1,000,000. All sections erode the same aggregate.
3	**System Failure Sublimit (Sections A1 & A2)**	System failure losses (as distinct from cyber events) are sublimited to $250,000 within the $1,000,000 section limit.
4	**General Excess – $15,000**	Insured bears the first $15,000 of each claim across all sections (including Criminal Financial Loss). A single excess applies across all sections of a claim; higher excess applies if more than one is stated.
5	**Data Not Encrypted at Rest**	PII data at rest is not encrypted – this is a known gap per the coverage questionnaire. Insurer is aware but there is residual risk of coverage dispute in the event of a data breach involving unencrypted data at rest.
6	**No Backup Offline/Segregated**	Critical backups are not kept offline or segregated from the network – a known security gap that could be relevant to a ransomware claim.
7	**No Critical Security Patch Management Process**	No formal patch management process is in place – this is a noted gap in the coverage questionnaire.
8	**No Penetration Test / Vulnerability Scan (12 months)**	No penetration test, vulnerability scan, PCI assessment or external IT audit was conducted in the past 12 months.
9	**No BCP or IRP**	No Business Continuity Plan or Incident Response Plan is in place. A DRP exists but is not tested annually. These gaps may be relevant to insurer's assessment of claims.
10	**No Ransomware-Specific IRP**	The policy questionnaire does not confirm a ransomware-specific IRP is in place.
11	**Backup Restoration Not Tested**	System restoration from backups has not been tested – noted as 'Not tested' in questionnaire.
12	**Section B – Claims Made Basis**	Section B (Loss to Others) is issued on a claims made and notified basis. Claims must be first made and notified during the policy period. Failure to notify facts before policy expiry means no new notification can be made on the expired policy.
13	**Preventative Shutdown Sublimit**	Preventative shutdown allowance limited to $100,000 (sublimit within Section A).
14	**Non-IT Contingent BI Sublimit**	Non-IT supplier outage and supplier system failure limited to $100,000 (Section D optional cover).
15	**Criminal Financial Loss Sublimit**	Criminal financial loss (cyber theft, identity-based theft, push-payment theft, telephone phreaking, cryptojacking, socially engineered theft) limited to $250,000.

16	**D&O Liability Sublimit**	Directors & Officers Liability limited to $250,000 (Section D optional cover).
17	**Waiting Periods**	Section A losses require an 8-hour waiting period for cyber events (Sections A1, A2, A3) and 48-hour waiting period for system failures before business interruption losses are claimable.
18	**Indemnity Period**	Section A business interruption indemnity period is limited to 365 days.
19	**E-Commerce Revenue Nil**	No revenue is declared from online/e-commerce activities (0%). Significant e-commerce activity arising during the policy period would need to be disclosed.

Policy- Motor Vehicles & General Property – Zurich Australian Insurance

#	Exclusion / Condition	Detail
ZURICH BUSINESS INSURANCE – GENERAL PROPERTY SECTION		
1	**Unspecified Items**	Not insured – only items specified in the schedule are covered.
2	**Mechanical / Electrical Breakdown**	Excluded – breakage or seizing of an item while in use caused by a defect within the item. Resulting damage to other parts is covered.
3	**Loss or Corruption of Data**	Excluded.
4	**Vermin or Insects**	Excluded – damage caused by vermin or insects to the part of the item affected.
5	**Scratching, Denting, Chipping**	Excluded where the operation or function of the item is not affected.
6	**Wear and Tear / Gradual Deterioration**	Excluded (including corrosion, rust, mildew and fading).
7	**Faulty Materials, Workmanship or Latent Defects**	Excluded – applies to the faulty part only; resulting damage to other parts is covered.
8	**Mobile Plant, Vehicles, Aerial Devices, Watercraft, Sporting Equipment**	Excluded unless specified in the schedule.
9	**Stock and Money**	Excluded unless specified in the schedule.
10	**Cyber Risk**	Excluded – loss or damage caused by a cyber incident or cyber act, other than ensuing fire, explosion or water damage.
11	**Obsolete or Redundant Equipment**	Excluded – equipment no longer used in the business (items kept for spare parts excepted).
12	**War, Terrorism, Confiscation, Radioactivity**	Excluded.
ZURICH MOTOR INSURANCE – COMMERCIAL MOTOR VEHICLES		
13	**Vehicle 21 (UNREG)**	Not insured.
14	**Third Party Liability – Own Damage Only Items**	Not insured for Veh 1, 5, 7, 9, 12, 13, 14, 15, 16, 22, 23 and 25 (Own Damage cover only).
15	**Liability – Unregistered Vehicles**	Excluded, unless the vehicle is being moved with the required permits.
16	**Liability – Tool of Trade Use**	Excluded (e.g. mowing, digging, spraying). Cover applies only while in transit.
17	**Injury to Bus Passengers**	Excluded (Toyota Hiace commuter bus).
18	**Injury Covered by TAC/CTP**	Excluded – death or bodily injury covered (or that would have been covered if the vehicle was registered) by TAC/CTP.
19	**Injury to Employees**	Excluded – injury to employees or contractors falls under workers compensation.
20	**Hire, Fare or Reward**	Excluded – vehicles let out on hire or carrying passengers for payment.
21	**Unlicensed / Impaired Drivers & Unlawful Use**	Excluded – unlicensed drivers, drivers over the legal alcohol/drug limit, or unlawful or reckless use of the vehicle.
22	**Unroadworthy or Unsafe Vehicles**	Excluded where the unsafe condition caused or contributed to the loss.
23	**Overloading / Excess Passengers**	Excluded – carrying more passengers or load than the vehicle is designed or registered for.
24	**Mechanical / Electrical Breakdown**	Excluded – mechanical, electrical or structural failure. Resulting accident damage is covered.
25	**Tyre Damage**	Excluded (braking, punctures, cuts and blow-outs).
26	**Loss of Use / Consequential Loss**	Excluded.
27	**Lawful Seizure / Repossession**	Excluded.
28	**Property in Custody or Control**	Excluded – damage to property owned by, leased to, or in the control of the insured or driver.
29	**Gradual Pollution**	Excluded unless caused by a sudden and unintended event.
30	**Vibration / Vehicle Weight Damage**	Excluded – property damage caused by vibration or by vehicle weight exceeding legal limits.
31	**Fines and Penalties**	Excluded.
32	**Asbestos**	Excluded.
33	**Contractual Liability**	Excluded unless agreed in writing by the insurer.
34	**Dangerous Goods**	Excluded (Goods Too Dangerous to Transport).
35	**Motor Sport, Racing or Testing**	Excluded.
36	**Towing More Than Two Trailers**	Excluded.
37	**Electric Vehicle Charging**	Excluded.
38	**Use Outside Australia**	Excluded.
39	**Cyber, Terrorism, War, Wilful Damage**	Excluded.

Attachment 3: Glossary of fees

Capital maintenance fund contribution: A portion of resident payments is set aside by the operator into a dedicated fund for future major repairs and maintenance of village infrastructure. The operator determines the required portion.

Contract check fee: The annual contract check, which summarises fees and exit position, must be provided free. An on-demand check is also free where the resident gives 28 or more days written notice of intention to leave.

Deferred management fee: A fee payable on exit, as a contribution toward the cost of services provided to the resident during their time in the village. It is calculated as a percentage of the entry payment, accruing daily based on length of residence. It cannot be charged where the resident leaves during the settling-in period or moves to another unit within the same village.

Entry payment: The main upfront payment for the right to live in the village. It may be a lump sum or fixed instalments. It may be fully or partly refunded when you leave (a repayable entry payment) or it may be non-refundable. It does not include rent, maintenance charges or optional service fees.

Exit entitlement: The amount paid back to the resident on exit. For non-owner residents, it starts with the repayable entry payment. For owner residents, it starts with the sale price of the unit. Any fees, outstanding charges and other deductible amounts are subtracted to give the final figure.

Holding deposit: A payment to reserve a specific unit before a residence contract is signed. It falls outside the standard entry payment rules and is regulated under the Sale of Land Act 1962 instead.

Maintenance charge: A regular fee, usually weekly, fortnightly or monthly, covering village management, staff, facilities and common areas. It is capped each year in line with the all groups Consumer Price Index (CPI) for Melbourne in original terms published by the Australian Bureau of Statistics;and can only exceed that cap if residents approve a higher amount by special resolution.

Optional services charge: A fee for extra services a resident elects to use, such as meals or personal care, that are not part of the standard village offering. These charges cease on vacation of the premises or on the resident's death.

Owners corporation fee (owner residents only): Where the village has an owners corporation, owner residents pay a separate fee covering common property upkeep and insurance. This is in addition to the maintenance charge.

Rates and taxes: Government charges such as council rates and land tax on the village land. These may be passed on through the maintenance charge or charged separately, as set out in the contract.

Reinstatement costs (non-owner residents): non-owner residents must return the unit reasonably clean and in the same condition as when they moved in, allowing for fair wear and tear. Where this has not occurred, the operator may issue a written notice specifying the required works and their