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 81 81 55 1300.

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 81 81 55 1300 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	Kensington Gardens Shepparton
Village street address	80 Channel Road, Shepparton Vic 3630
Village postal address	80 Channel Road, Shepparton Vic 3630

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

If yes, name of accreditation	
Website for information about the accreditation	

2. Proprietor and operator details

Proprietor name	A & M Green Investments Pty Ltd and MA Green Investments Pty Ltd
ABN / ACN	A & M Green Investments Pty Ltd A.C.N 123 073 718 and MA Green Investments Pty Ltd A.C.N 620 160 554
Address for service	80A Barolin Street, Bundaberg Qld 4670

Operator name	Village Management Services Pty Ltd
ABN / ACN	A.B.N: .57 010 896 189; A.C.N. 010 896 189
Address for service	80A Barolin Street, Bundaberg Qld 4670

Telephone	03 5820 5100	Email	sheppgardens@kensingtongardens.com.au

Date current operator commenced in that role	26th February 2013

3. Operator representative

Name of representative	Glen Thomas / Weekend Host
Position of representative	Village Manager (weekdays). Weekend Host (Weekends) – excludes Public Holidays

Location within village	Community Centre
Times available	Monday-Friday 9am to 5pm: Village Manager Saturday-Sunday 10am to 4pm: Weekend Host
Telephone	03 5820 5100
Email	glen@kensingtongardens.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	229	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?
If yes, provide details on restrictions below: ☒ Yes ☐ No

Type of pet must be approved by Village Manager in consideration of Village Rules & Victorian Regulations regarding General Behaviour of Residents.

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:

Resident Social Club & Other Social 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	Stage 9 (Final Stage)
Construction timeframes (anticipated start and finish dates)	Forecast Start: January 2028 Civil Works Forecast Finish: June 2028 (Civil works)

0. Security and emergency assistance systems

The village is equipped with the following security system

Nil

The village is equipped with the following emergency assistance system

The emergency system is monitored off-site. The cost of this service is included in the Maintenance Charge. The system is monitored 24 hours per day 7 days per week.

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, 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.	☐ **Licence:** ☐ term…………… or ☐periodic tenancy 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…90 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
2024	$0	
2025	$0	
2026	$0	

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: $411,452-49

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):

Voluntary Workers; Motor Vehicles & Other Equipment Used for Village Operations

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)

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			
Is the waiting list fee refunded on entry?	☐ Yes ☐ No	☐ Yes ☒ No			
Holding deposit	☐ Yes ☐ No	☐ Yes ☒ No			
Entry payment	☐ Yes ☐ No	☒ Yes ☐ No	Determined by Current Market Price for Unit Plan subject to the Lease. Current price range: $423,480 to $651,220	*On entry*	*Refer Village Manager for latest Price Lists for new & resale homes*
Other entry fees or charges – specify:					
Legal Fees including Lease Registration Fees		☒ Yes ☐ No	Currently $770-00	*On entry*	

Ongoing costs: paid while residing in the village					
Rent	☐ Yes ☐ No	☐ Yes ☒ No		☐ Weekly ☐ Monthly ☐ Annually	
Maintenance charges	☐ Yes ☐ No	☒ Yes ☐ No	$595-00	☐ Weekly ☒ Monthly ☐ Annually	For 2026-2027 Budget Year
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			Included in Maintenance Charge
Utility charges	☐ Yes ☐ No	☒ Yes ☐ No	1. individual unit consumption of electricity, gas, internet, phone, Pay TV. 2. Maintenance charge includes community electricity & gas		1. Paid direct to supplier for power, phone, gas, internet or Pay TV to individual resident. 2. Amount for gas & electricity included in Maintenance Charge for Community Street Lights, Electricity to Community Centre building; Gas to Community Centre building.
Council rates	☐ Yes ☐ No	☒ Yes ☐ No	Included in Maintenance Charge		
Land taxes	☐ Yes ☐ No	☐ Yes ☒ No			
Other ongoing fees or charges – specify:					

Costs and entitlements on exit: when permanently leaving the village – If you chose (1) Capital Guaranteed Lease Option					
Deferred Management (or Exit) Fee (% of original entry payment)	☐ Yes ☐ No	☒ Yes ☐ No	5% of original entry payment calculated daily for 1st Year thereafter capped at 5%.	*On exit*	
Resident receives a share of capital gain on exit	☐ Yes ☐ No	☐ Yes ☒ No	0% of capital gain	*On exit*	
Resident is liable for a share of capital loss on exit	☐ Yes ☐ No	☐ Yes ☒ No	0% of capital loss	*On exit*	
Other ongoing fees or charges – specify:					
Legal Fees – Surrender of Lease		☒ Yes ☐ No	Currently $474-00	*On exit*	
<u>Operators Note:</u> *Under the Capital Guaranteed Lease option, Residents (i) receive a refund of their original ingoing contribution. (ii) Pay a maximum exit fee of 5% of their original ingoing contribution; and (iii) Do not receive any capital gain or pay any capital loss.*					
Costs and entitlements on exit: when permanently leaving the village – If you chose (2) Capital Gain Lease Option					
Deferred Management (or Exit) Fee (% of entry payment per year)	☐ Yes ☐ No	☒ Yes ☐ No	5% of the original ingoing contribution for the first year of residence, 10% of the original ingoing contribution for the second year of residence, 15% of the original ingoing contribution for the third year of residence, 20% of the original ingoing contribution for the	*On exit*	

			fourth year of residence 25% of the original ingoing contribution for the fifth and sixth years of residence and up to a maximum of 30% of the original ingoing contribution for seven years of residence or more. DMF is calculated daily.		
Resident receives a share of capital gain on exit	☐ Yes ☐ No	☒ Yes ☐ No	50% of capital gain (if any)	*On exit*	
Resident is liable for a share of capital loss on exit	☐ Yes ☐ No	☒ Yes ☐ No	50% of capital loss (if any)	*On exit*	
Other ongoing fees or charges – specify:					
Legal Fees – Surrender of Lease		☒ Yes ☐ No	Currently $474-00	*On exit*	
<u>Operators Note:</u> *Under the Capital Gain Lease option, Residents: (i) Receive a refund of their original ingoing contribution. (ii) Pay a maximum DMF(Exit) fee of 30% of their original ingoing contribution; and (iii) Receive 50% of any capital gain or pay 50% of any capital loss.*					
Ad Hoc fees and fees for service					
Other one-off or ad-hoc fees or charges – specify:					
Legal Fees – Record of Death (for joint Leases).		☒ Yes ☐ No	Currently $474-00	On occurrence	

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	Peter Lollo - Director
Date	30th June 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	Peter Lollo - Director
Date	30th June 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
Administration / Management Fee	Mandatory	Included in Maintenance Charge	
Cleaning Services – Common Facilities	Mandatory	Included in Maintenance Charge	
Lawn Mowing / Gardening Services	Mandatory	Included in Maintenance Charge	
Electricity / Gas for Common Areas	Mandatory	Included in Maintenance Charge	
Home / Building Insurance	Mandatory	Included in Maintenance Charge	
Maintenance – Capital	Mandatory	Included in Maintenance Charge	
Payroll Tax	Mandatory	Included in Maintenance Charge	
Pool Chemicals / Servicing	Mandatory	Included in Maintenance Charge	
Public Liability Insurance	Mandatory	Included in Maintenance Charge	
Council & GVW Rates	Mandatory	Included in Maintenance Charge	
Motor Vehicle Operating Expenses	Mandatory	Included in Maintenance Charge	
Village Staff Superannuation	Mandatory	Included in Maintenance Charge	
Village Staff Wages	Mandatory	Included in Maintenance Charge	
Village Staff Long Service Leave Entitlements	Mandatory	Included in Maintenance Charge	
Village Workcover Insurance	Mandatory	Included in Maintenance Charge	
Total mandatory service and facility charges		$562-00 per house per month	2025–26 Village Maintenance Charge
Total optional and mandatory services and facilities charges		$562-00 per house per month	

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):
Name of insurer	Insurance Australia Ltd t/as CGU
Amount insured	$20,000,000 any one occurrence
Period of cover	30/06/2026 to 30/06/2027
Premium	$16,335-00
Excess	$5,000 any one occurrence except $25,000 each and every occurrence with respect to injury to contractors, sub-contractors, employees of any contractors or subcontractors, labour hire personnel, worker to worker claims, and/or workers' compensation recovery actions (if covered)
Exclusions	Refer CGU Broadform Liability Product Disclosure Statement ID#CID0332 REV8 10/25 Section 2 "Exclusions" pages 3-6 attached.
Other information:	CGU Broadform Liability Product Disclosure Statement ID#CID0332 REV8 10/25 is available for perusal in the Village Office

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 ☒ Burst pipes or sudden water leaks ☒ Storm, wind or hail ☒ Vandalism ☒ Rainwater damage ☐ Flood ☐ Other risks covered (please specify):
Name of insurer	Insurance Australia Limited t/as CGU
Amount insured	$96,202,400-00
Period of cover	30/06/2026 to 30/06/2027
Premium	$103,637-00
Excess	$2,500 all claims except for Earthquake, Subterranean Fire or Volcanic Eruption claims where excess is $20,000
Exclusions	Refer Product Disclosure Statement for CGU Industrial Special Risks (ISR) Policy ID#CV604 REV3 10/25 pages 17-22 attached.
Other information	Current Product Disclosure Statement for CGU Industrial Special Risks (ISR) Policy ID#CV604 REV3 10/25 is available for perusal in Village Office. <u>Under the ISR policy the definition for The Property Insured is:</u> All tangible property both real and personal of every kind and description (except as hereinafter excluded) belonging to the Insured or for which the Insured is responsible or has assumed responsibility to insure prior to the occurrence of any damage, including all such property in which the Insured may acquire an insurable interest during the Period of Insurance.

Other insurance (specify, and attach additional pages if needed)

The nature of the risk insured against	Liability & Contents Cover for onsite resident workshop
Name of insurer	Insurance Australia Limited t/as CGU
Amount insured	$10,000,000 liability & $30,000 contents
Period of cover	30/06/2025 to 30/06/2026
Premium	$1,692-00
Excess	$500-00
Exclusions	Refer CGU Product Disclosure Statement ID# CID0092 REV6 10/25 Pages 7 – 9 General Exclusions (attached). Pages 20-21 Contents Exclusions (attached). Page 35 Theft Exclusions (attached) Pages 42-45 Liability Exclusions (attached).
Other information	Current CGU Product Disclosure Statement ID# CID0092 REV6 10/25 is available for perusal in the Village office.

Other insurance (specify, and attach additional pages if needed)

The nature of the risk insured against	Voluntary Workers
Name of insurer	Accident & Health International Underwriting P/L
Amount insured	Aggregate Limit of Liability $1,000,000
Period of cover	30/06/2025 to 30/06/2026
Premium	$545-50 for Kensington Gardens Shepparton Village
Excess	$Nil
Exclusions	Maximum Age Limit 85. The coverage afforded by this Policy only applies whilst an Insured Person is engaged in voluntary work authorised by and under the control of the insured including direct uninterrupted travel to and from such voluntary work.
Other information	Current AHI Product Disclosure Statement and Policy Wording ID # VW19012024 is available for perusal in the Village office.

Other insurance (specify, and attach additional pages if needed)

The nature of the risk insured against	Commercial Motor Vehicles – 80 Channel Road, Shepparton
Name of insurer	Zurich Financial Services Australia Limited
Amount insured	1. Comprehensive – Market Value or individual Sum insured per item. 2. 3rd Party liability $30,000,000 apply to certain items listed
Period of cover	20/03/2026 to 20/03/2027
Premium	$4,680-00
Excess	Ranges from $300-00 to $600-00 depending on item
Exclusions	Refer Current Zurich Steadfast SCTP Motor Insurance Product Disclosure Statement ID#ZU24258A - V1 11/21 - PCUS-017831-2021 Effective date: 28 February 2023 as follows: Section 1 – Exclusions Own Damage – Pages 18-19. Section 2 – Exclusions 3rd Party Property Damage – Pages 23-24. Section 1 & 2 – Exclusions – Pages 27-31.
Other information	Current Zurich Steadfast SCTP Motor Insurance Product Disclosure Statement ID#ZU24258A - V1 11/21 - PCUS-017831-2021 Effective date: 28 February 2023 is available for perusal in the Village office.

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 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.

Certificate of Currency

The policy referred to is current as at the date of this certificate and whilst a due date has been indicated it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date.

Policy Number:	10M8129963		
Insured:	Kensington Gardens Lifestyles Estates & Village Management Services Shepparton		
Period of Insurance:	*(From)*	30 June 2026	at 4:00pm local time at the place of issue
	(To)	30 June 2027	at 4:00pm local time at the place of issue
Policy Type:	General and Products Liability		

Limit of Liability:		
Public Liability	$20,000,000	any one Occurrence
Advertising Injury	$20,000,000	any one Occurrence
Products Liability	$20,000,000	any one Occurrence and in the aggregate for any one Period of Insurance

Remarks: The above is subject always to the terms, conditions, exclusions and endorsements of the Policy.

Signed for and on behalf of CGU Australia Pty Ltd.

C. Andrewartha.

Casey Andrewartha
Underwriter
03/06/2026

1.4 Defence costs and expenses

With respect to the indemnity provided by this Policy, CGU will pay in addition to the Limit of Liability, Defence Costs and Expenses.

CGU will defend any claim or suit against the Insured seeking compensation for Personal Injury, Property Damage and/or Advertising Injury to which indemnity under this Policy applies, even if the allegations of the claim or suit are groundless, false or fraudulent.

CGU is not obliged to pay Defence Costs and Expenses or defend any claim or suit (or part of any such claim or suit) that is not indemnified under this Policy.

CGU is not obliged to pay Defence Costs and Expenses or defend any claim or suit after CGU's liability under this Policy to indemnify the Insured has been exhausted by either payment of judgment, settlement or payment to the Insured.

If a payment exceeding CGU's liability under this Policy to indemnify the Insured is made to dispose of a claim, the liability of CGU for Defence Costs and Expenses is limited to the proportion that CGU's liability to indemnify the Insured under this Policy bears to that payment.

In the event of a claim being made against the Insured in any court or before any other legally constituted body in North America, the total amount payable in respect of the claim by CGU under this Policy including Defence Costs and Expenses are subject to the Limit of Liability stated in the Schedule.

1.5 References to legislation

References to legislation in this Policy includes any amendment, replacement, re-enactment, successor, equivalent or similar legislation.

1.6 Words with special meanings

Some of the words in this Policy have special meanings. These meanings can be found in Section 4 of this Policy ('Interpretation'). If a word has a special meaning, it appears in this Policy with a capital letter.

Section 2
Exclusions

This Policy does not cover:

2.1 Advertising injury

Any Advertising Injury arising out of or in any way connected with any:

a) statement made by, or at the direction of an Insured where the Insured knew or suspected the statement or any part of the statement was false;

b) failure to perform any obligation pursuant to any contract. This exclusion 2.1 b) does not apply to any claim for unauthorised appropriation of advertising ideas, concepts or designs contrary to an implied contract;

c) incorrect description of Products, goods or services;

d) any mistake in the advertised price of Products, goods or services;

e) failure of Products, goods or services to conform with advertised performance, quality, fitness or durability; or

f) Insured whose business is advertising, broadcasting, publishing or telecasting.

2.2 Aircraft

Any liability arising out of or in any way connected with:

a) the ownership, use, maintenance, operation of any Aircraft by the Insured;

b) repair or servicing of critical components of Aircraft;

c) any Products that are incorporated into the hull or critical components of any Aircraft; or

d) any Products which the Insured knew, or reasonably should have known, would be incorporated into the structure, machinery, controls or construction of any Aircraft.

2.3 Asbestos

Any liability arising out of or in any way connected with any claim or claims in respect of Personal Injury, Property Damage, Advertising Injury, loss or losses arising directly or indirectly out of, or in any way connected with asbestos in whatever form or quantity.

2.4 Contractual

Any liability arising out of or in any way connected with any liability or obligation:

a) assumed under the terms of a contract, agreement or warranty; or

b) which requires the Insured effect or maintain insurance with respect to premises, property or goods not owned by the Insured.

Exclusion 2.4 a) does not apply to:

i. the extent that such liability or obligation would have been implied by law in the absence of such contract, agreement or warranty;

ii. liability assumed under an Incidental Contract; or

iii. any contract specifically excepted by CGU's written agreement.

2.5 Defamation

Any liability for defamation:

a) resulting from any statement made prior to the Period of Insurance;

b) resulting from any statement made by the Insured, or at the direction of an Insured, with knowledge of its falsity; or

c) incurred by any Insured whose business is advertising, broadcasting, publishing or telecasting.

2.6 E-commerce

Any liability arising out of or in any way connected with:

a) total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation or misappropriation or other use of Electronic Data;

b) error in creating, amending, entering, deleting or using Electronic Data; or

c) total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all;

from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

2.7 Employers liability

a) Any liability for Personal Injury to any worker in respect of which the Insured is or should be entitled to indemnity under any fund, scheme, policy of insurance or self insurance pursuant to or required by any legislation relating to workers compensation, whether or not such fund, scheme or insurance has been effected. However, this Policy will respond to the extent that the Insured's liability would not be covered under any such policy, fund, scheme or self insurance arrangement had it complied with its obligations pursuant to such law.

   For the purpose of exclusion 2.7 a) the term 'worker' means any person deemed to be employed by the Insured pursuant to any workers compensation law or legislation. Voluntary workers and unpaid work experience students are not deemed to be the Insured's workers.

b) Any liability imposed by the provisions of any industrial award or agreement or determination where such liability would not have been imposed in the absence of such industrial award or agreement or determination.

c) Any liability relating to Employment Practices.

2.8 Faulty work

Any liability arising out of or in any way connected with the cost of reinstating, repairing, replacing, performing, completing, correcting or improving any work done or undertaken by or on behalf of an Insured.

2.9 Fines or penalties and punitive damages

Any liability arising out of or in any way connected with fines, penalties, exemplary, punitive, liquidated or aggravated damages, and any additional damages resulting from the multiplication of compensatory damages.

2.10 Loss of use

Any liability for the loss of use of tangible property which has not been physically damaged or destroyed resulting from:

a) a delay in or lack of performance by or on behalf of the Insured in respect of any contract or agreement; or

b) the failure of Products or work performed by or on behalf of the Insured to meet the level of performance, quality, fitness, or durability expressly or impliedly warranted or represented by the Insured.

   Exclusion 2.10 b) does not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to, or destruction of the Products or work performed by or on behalf of the Insured after the Products or work have been put to their intended use by any person or organisation other than the Insured.

2.11 Nuclear

Any liability arising out of or in any way connected with operations employing the process of nuclear fission or fusion or handling of radioactive material, which operations include but are not limited to:

a) the use of nuclear reactors such as atomic piles, particle accelerators or generators or similar devices;

b) the use, handling or transportation of radioactive materials; or

c) the use, handling or transportation of any weapon of war or explosive device employing nuclear fission or fusion.

This exclusion does not apply to liability arising from radio-isotopes or radium 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.

2.12 Pollution

Any liability arising out of or in any way connected with:

a) the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of Pollutants into or upon any property, land, the atmosphere or any watercourse or body of water, including ground water; or

b) the cost of testing, monitoring for, containing, removing, nullifying, or cleaning up of Pollutants or the cost of preventing the release or escape of Pollutants;

provided that with respect to liability incurred outside North America, Exclusion 2.12 shall not apply where such discharge, seepage, migration, dispersal, release or escape is caused by a sudden, identifiable, unintended and unexpected event from the standpoint of the Insured which takes place in its entirety at a specific time and place during the Period of Insurance. Exclusion 2.12 will apply to any liability incurred in North America regardless of how it arises.

2.13 Products defect

Any liability arising out of or in any way connected with Property Damage to any Products if the damage is attributed to any defect in them or to their harmful nature or unsuitability.

This exclusion 2.13 is restricted to the defective or harmful or unsuitable part of any damaged Products and does not apply to any resultant damage caused to the remainder of the Products.

2.14 Property in the physical or legal control

Any liability arising out of or in any way connected with Property Damage to property owned by, leased, hired, on loan or rented to, or otherwise in the physical or legal control of the Insured other than:

a) premises or part of any premises (including the contents of such premises) leased or rented to the Insured, or temporarily occupied by the Insured for the purpose of the Business. This clause 2.14 a) does not extend to any liability where the Insured has assumed the responsibility to effect or maintain insurance with respect to any premises referred to in this clause 2.14 a);

b) premises temporarily occupied by the Insured (including the contents of such premises) for the purpose of carrying out work in connection with the Business. This clause 2.14 b) does not extend to liability for physical damage to or destruction of any premises or contents on which the Insured was or is working on if such physical damage or destruction arises from such work;

c) any other property temporarily in the Insured's possession for the purpose of being worked upon. This clause 2.14 c) does not extend to liability for physical damage to or destruction of that part of any property on which the Insured was or is working on if such physical damage or destruction arises from such work;

d) any Vehicle (including its contents, spare parts and accessories while they are in or on a Vehicle) not belonging to or used by the Insured while such Vehicle is in a car park owned or operated by the Insured provided the Insured does not operate the car park for reward as a principal part of the Business;

e) Property Damage to any Vehicle temporarily in the Insured's possession for the purpose of parking and unparking such vehicle; or

f) any other property (except property owned by the Insured) temporarily in the Insured's physical or legal care, custody or control subject to a maximum of $500,000 or other amount stated in the Schedule, for any one Occurrence and in the aggregate during any one Period of Insurance.

2.15 Products guarantee

Any liability arising out of or in any way connected with any guarantee or warranty given by or on behalf of the Insured in respect of any Products.

This exclusion 2.15 does not apply to any guarantee or warranty required to be provided under any legislation concerning product safety and information.

2.16 Professional indemnity

Any liability arising out of any breach of duty owed in a professional capacity or any error or omission connected to the Insured or any person for whose breach of duty the Insured may be legally liable.

This exclusion 2.16 does not apply to claims arising out of:

a) advice or service where no fee was charged;

b) the rendering of or failure to render professional medical advice by any person employed by the Insured (not being a qualified medical practitioner) to provide first aid on the Insured's premises; or

c) advice given in respect of the use or storage of Products.

2.17 Recall of products

Any liability or expense arising out of or in any way connected with the withdrawal, recall, inspection, repair, adjustment, replacement, removal, cost of investigation, disposal or loss of use of any Products or any property of which the Insured's Products form a part where such Products or property are withdrawn from the market or from use by any person or organisation because of any known, alleged or suspected defect or deficiency in such Products.

2.18 Terrorism

Any liability arising out of or in any way connected with:

a) death, injury, illness, loss or damage directly or indirectly caused by, contributed by, resulting from or arising out of or in connection with any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the death, injury, illness, loss or damage; or

b) death, injury, illness, loss or damage directly or indirectly caused by, contributed by, resulting from or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against or responding to any Act of Terrorism.

2.19 Vehicles

Any liability for Personal Injury or Property Damage caused by or arising out of the ownership, operation, use or possession of any Vehicle:

a) which is registered for use on a public road or which is legally required to be registered; and

b) in respect of which compulsory liability insurance or statutory indemnity is required by any legislation, whether or not such insurance has been effected.

However, this exclusion 2.19 does not apply to:

i. claims in respect of Personal Injury where compulsory liability insurance or statutory indemnity does not provide indemnity and where the reason or reasons why compulsory liability insurance or statutory indemnity does not provide indemnity does not involve a breach of any legislation by the Insured;

ii. Personal Injury or Property Damage arising out of or in connection with the loading and unloading of goods to or from any Vehicle or from the delivery or collection of goods to or from any Vehicle;

iii. Personal Injury or Property Damage arising out of the use of any Vehicle (including any tool or plant forming part of or attached to or used in connection with such Vehicle) while being operated or used as a Tool of Trade; or

iv. Property Damage in relation to the circumstances described in clause 2.14 d) and e).

2.20 War

Any liability arising out of or in any way connected with loss or damage directly or indirectly occasioned by, happening through or in consequence of:

a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war;

b) insurrection, rebellion, revolution, military or usurped power;

c) expropriation, 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

d) any chemical, biological, bio-chemical or electromagnetic weapon.

2.21 Watercraft and hovercraft

Any liability arising out of or in any way connected with the ownership, maintenance, operation or use by an Insured of any Watercraft exceeding 23 metres in length or any Hovercraft.

This exclusion 2.21 does not apply to liability arising out of:

a) the use of Watercraft by an independent contractor carrying out works and/or operations on behalf of the Insured in the course of the Insured's Business;

b) Watercraft or Hovercraft owned and operated by others and used by an Insured for the purpose of business entertainment; or

c) floating jetties, floating pontoons or buoys.

2.22 Silica

Any liability arising out of or in any way connected with the inhalation of, or exposure to silica in any form.

2.23 Sanctions

and, CGU will not be liable to provide any cover, pay any claim or provide any benefit under this Policy (including any refund of premium), to the extent that such cover, claim, benefit or refund may contravene or expose CGU to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of any country.

Section 3 Conditions

3.1 Alteration of risk

The Named Insured must provide CGU with written notice, as soon as reasonably possible, of every change which materially varies any of the facts or circumstances existing at the commencement of the Period of Insurance that comes to the Insured's knowledge, which will also be deemed to include the knowledge of any person whose knowledge would at law be the Insured's knowledge.

If the Named Insured advises CGU of a material change, CGU may decide to either:

a) communicate to the Named Insured an adjustment to the premium or terms of the Policy; or

b) cancel the Policy in accordance with the provisions of the Insurance Contracts Act 1984 (Cth).

If CGU propose changes to the premium or terms of the Policy which are unacceptable to the Named Insured, the Named Insured may cancel the Policy.

3.2 Cancellation

a) The Named Insured may cancel this Policy by giving notice in writing to CGU. After cancellation by the Named Insured, CGU will refund to the Named Insured the pro-rata premium calculated on the unexpired Period of Insurance from the date of cancellation.

b) CGU may cancel this Policy in any of the circumstances set out in the Insurance Contracts Act 1984 (Cth).

When the premium is subject to adjustment, cancellation will not affect the Named Insured's obligation to supply such information as CGU may require for the adjustment of the premium. Cancellation will not affect the Insured's obligations to pay the amount of adjustment applicable up to the date of cancellation.

3.3 Claims control

The Insured must give CGU notice in writing, of every loss, damage, Occurrence, claim, writ, summons, impending proceedings, impending prosecution or inquest that is or might give rise to a claim under this Policy.

The Insured or their legal representative must:

a) advise details to CGU and send written confirmation within 30 days of first becoming aware of such Occurrence, claim, writ, summons, inquest, impending proceedings or prosecution;

b) take all reasonable steps to minimise the loss, damage or liability and to prevent any further loss, damage or liability;

c) take all reasonable precautions to preserve anything which might prove necessary or useful by way of evidence in connection with any claim, provided it is reasonable and safe to do so;

d) advise the nearest police station in the case of property lost, stolen or vandalised, and obtain a written police report if requested by CGU. In the event the police station is unable to assist You, please contact CGU to discuss alternatives;

CGU Insurance
Level 7, 181 William Street, Melbourne VIC 3000
13 24 81

15 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:	Kensington Gardens Lifestyle Estate & Village Management Services – Shepparton
Policy Number:	01R2798597
Policy Type:	Industrial Special Risks
Period of Insurance:	4:00PM 30-June-2026 to 4:00PM 30-June-2027
Situation of Risk:	80 Channel Road SHEPPARTON VIC 3630
CGU Share:	100%
Limit of Liability:	$96,202,400

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
Jayde Ford

Insurance Australia Ltd
Trading as CGU Insurance
ABN 11 000 016 722
AFSL 227681

On behalf of,
Simon Stevenson
Lead Property Underwriter

used by the Insured at the Premises. The cover provided by this extension shall be subject to the sub-limit stated in the Schedule against " Prevention of Access- Public Authority Order".

Reduced Margin

If, in consequence of Damage giving rise to a claim under this Policy, Turnover is maintained at a reduced Rate of Gross Profit, an equitable allowance shall be made for the loss of Gross Profit resulting from an increase in the ratio to Turnover of stock usage or purchases (adjusted for stock variations). No allowance shall be made for an increase in the ratio to Turnover of any other uninsured expenses.

Salvage Sale

If, following Damage giving rise to a claim under this Policy, the Insured shall hold a salvage sale during the Indemnity Period:

i. Clause (a) of Item 1 of this Section shall, for the purpose of such claim, read as follows:

"a) *In respect of reduction in Turnover*

The sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) shall, in consequence of the Damage, fall short of the Standard Turnover, from which shall be deducted the Gross Profit actually earned during the period of the salvage sale."

ii. The definition of Shortage in Turnover shall, for the purpose of such claim, read as follows:

"Shortage in Turnover

Shall mean: The amount by which the Turnover during a. period (less the Turnover for the period of the salvage sale) shall, in consequence of the Damage, fall short of the part of the Standard Turnover which relates to that period, from which shall be deducted the Pay-Roll paid out of the proceeds of the salvage sale."

Trade Exhibitions

Loss as insured by Section 2 of the Policy resulting from interruption of or interference with the Business due to curtailment of any trade exhibition anywhere in the world in consequence of Damage thereat and/or to property exhibited therein by the Insured shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises.

Provided that the liability of the Insurer(s) shall be limited to the Sub-Limit of Liability stated in the Schedule of the Policy against "Trade Exhibitions .

Turnover Elsewhere After Damage

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on the Insured's behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

Turnover/Output Alternative

If it gives a more equitable result in determining the actual loss sustained by the Insured, the term "Output" may be substituted for the term "Turnover" and, for the purpose of this Policy, "Output" shall mean the sale and/or invoice value of goods manufactured and/or processed by the Insured in course of the Business at the Premises. Provided that only one such meaning shall be operative in connection with any one event involving Damage.

If the meaning set out above be used:

a) the memorandum "Turnover Elsewhere After Damage" shall be altered to read as follows:

"If during the Indemnity Period goods shall be manufactured and/or processed other than at the Premises for the benefit of the Business either by the Insured or by others on the Insured's behalf the sale and/or invoice value of the goods so manufactured and/or processed shall be brought into account in arriving at the Output during the Indemnity Period".

b) the memorandum titled "Accumulated Stocks shall be altered to read as follows:

"In adjusting any loss under this Section, account shall be taken and equitable allowance made if any Shortage in Output due to the Damage is postponed by reason of the Output being temporarily maintained from accumulated stocks."

Exclusions

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 movement of such property within situations occupied by the Insured where such property is not otherwise insured). This Exclusion shall not apply during temporary removal of property (other than stock and/or merchandise), including unregistered motor vehicles other than where used as stock and/or merchandise of the Business, to any situation within Australia and whilst at such situation. Whilst such property is in transit (excluding loading, unloading and storage 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.

   Our liability shall not exceed the amount of the Sub-Limit of Liability stated in the Schedule against "Temporary Removal" for any one loss or series of losses arising out of any one event or occurrence.

   For the purposes of Property Exclusion 1, The term 'temporary removal' means removal for a particular purpose, other than insured property out on hire, with the intention that the property be returned to the place from which it has been removed when that purpose has been served.

2. Money:

   a) whilst being carried by professional money carriers, professional carriers or common carriers which is insured by any person or entity other than the Insured except to the extent of any Damage in excess of the amount of that insurance.

      Provided that where in the ordinary course of business the Insured enters into an agreement with such carriers and such agreement provides that the Insured shall indemnify and/or hold harmless and/or release from liability such carriers in respect of 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;

   d) where the loss is not discovered within fifteen (15) working days of the event;

   e) where the loss arises out of:

      g) 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. This exclusion does not apply to jewellery and furs which are the personal property of employees or directors of the Insured where loss or damage occurs at the Insured's premises.

4. 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.

5. 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.

6. Vehicles or trailers registered or licensed to travel on a public road, provided that this exclusion shall not apply to mobile plant and equipment (excluding cars, sedans, panel vans and trucks) not otherwise insured whilst on any premises occupied or used by the Insured.

7. Standing timber, growing crops and pastures.

8. Livestock, animals, birds or fish (other than birds or fish contained in an aviary or aquarium and used solely for decorative purposes where the damage results from a peril or event other than Unspecified Damage covered by this Policy) unless covered a stock in trade of the Business. Our liability shall not exceed the amount of the Sub-Limit of Liability stated in the Schedule against "Decorative Livestock".

9. Land, unmined or unrecovered oil, gas and mineral deposits, provided that this exclusion shall not apply to:

   a) structural improvements on or in the land if such structural improvements are not otherwise excluded in this Policy;

   b) to the cover provided under Memorandum to Section 1 – 'Landscaping' and under clauses p(ii) and p(iii) of The Indemnity.

10. Bridges and tunnels (except where such infrastructure is included as Property Insured at the Premises), roadways (other than driveways, vehicle parking or maneuvering areas and other paved areas at the Premises used or occupied by the insured for the purposes of its business), and canals, dams and reservoirs (other than tanks) and their contents.

11. Railway tracks (other than on the premises occupied or used by the Insured for the purpose of its business).

12. Docks, wharves and piers not forming part of any building.

13. Textile blinds, awnings, shade house and fibre glass houses caused by wind, rainwater or hail.

14. Property in the open air other than stated above in Exclusion 13 caused by wind, rainwater or hail, unless such property comprises or forms part of the permanent structure designed to function without the protection of walls or roof.

15. Mining property located beneath the surface of the ground unless otherwise expressly stated in this Policy.

16. Property as a result of, its processing unless the physical loss destruction or damage results from an intervening cause not otherwise excluded under this Policy.

17. 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 $2,000,000. Provided that this Exclusion 17(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.

18. Oil and gas drilling and/or production rigs whilst offshore.

19. 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 19 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 19, "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 but does not include a boiler, economiser or other pressure vessel including pipes, valves and other apparatus thereof.

20. a) This policy does not insure any of the following:

       i. total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data and/or Software, or

ii. error in creating, amending, entering, deleting or using Electronic Data and/or Software, or

iii. total or partial inability or failure to receive, send , access or use Electronic Data and/or Software for any time or at all

from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

Electronic Data means facts, concepts, and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment.

Software means programs, procedures and routines associated with the operation of electronic or electromechanical data processing or electronically controlled equipment, including any operating system.

b) However, in the event that a peril listed below (being a peril insured by this policy but for this exclusion) is caused by any of the matters described in paragraph (a) above, this Policy, subject to all of its provisions will insure:

i. physical loss of or damage or destruction to Property Insured caused by such listed peril, and/or

ii. consequential loss insured by this policy.

Further, this exclusion does not apply in the event that a peril listed below (being a peril insured by this policy but for this exclusion) causes any of the matters described in paragraph (a) above:

fire, lightning, thunderbolt, aircraft or other aerial devices or articles dropped therefrom, earthquake, subterranean fire, volcanic eruption, storm, tempest, rainwater, snow, sleet, wind, hail, water, liquids or substances discharged, overflowing or leaking from fixed apparatus, fixed appliances, fixed pipes or other systems, riots, civil commotions, strikes or locked out workers or persons taking part in labour disturbances, explosion, impact by vehicles, animals or trees or branches of trees, communication masts, towers, antennae, satellite dishes, watercraft, meteorites, or theft of Electronic Data and/or Software solely where such theft is accompanied by theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such Electronic Data and/or Software.

However, this exclusion does not apply to any section of the Policy dealing specifically with glass.

21. 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

The Insurer(s) shall not be liable under Sections 1 and/or 2 in respect of:

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(s) of terrorism

   Terrorism: for the purposes of this exclusion, an act of terrorism means an act, which may include but is not limited to an act involving the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or 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

   c) confiscation or nationalisation, or requisition or destruction of or damage to property by or under the order of any government (whether lawfully constituted or otherwise) or public or local authority.

   Furthermore any loss, destruction or damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to Perils Exclusion 1(a), 1(b) or 1(c) is also excluded from this policy.

2. Physical loss, destruction of or damage to the Property Insured, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:

   a) ionising radiations or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel;

   b) nuclear weapons materials;

   Note: For the purpose of this exclusion only, "combustion" shall include any self-sustaining process of nuclear fission;

   This exclusion does not apply to any radiations emitted by spectrometers, x-ray units, diathermy machines, equipment for radio and television broadcasting, telecommunications equipment, radar installations or industrial and commercial appliances used for sealing plastics or for welding, heating, drying and cooking

3. Physical loss, destruction or damage occasioned by or happening through:

   a) Flood

   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:

   i. an earthquake or seismological disturbance or seismological disturbance; or

   ii. cyclone or storm and tempest having a wind force scale 11 or greater on the "Beaufort Scale of Wind Force";

4. Physical loss, destruction or damage to Property Insured due to:
   a) smut or smoke from industrial operations (other than sudden and unforeseen damage resulting therefrom) moths, termites or other insects, vermin, rust or oxidation, mildew, mould, wet or dry rot, corrosion, change of colour, dampness of atmosphere;
   b) variations in temperature, evaporation, disease, inherent vice or latent defects, loss of weight, change in flavour texture or finish,
   c) wear and tear, fading, scratching or marring, gradual deterioration or developing flaws, normal upkeep or making good;
   d) normal settling, seepage, shrinkage or expansion in buildings or foundations, walls, pavements, roads and other structural improvements, creeping, heaving and vibration
   e) error or omission in design, plan or specification or failure of design;
   f) faulty materials or faulty workmanship provided that this exclusion shall not apply to Boiler Explosion and/or Boiler Collapse not otherwise excluded.

   Provided that:

   i. Exclusions 4(a) to 4(f) shall not apply where the circumstance listed therein is caused by or results from the operation of a peril or event covered by this Policy;
   ii. the Insurer(s) will indemnify the Insured for any loss, destruction of or damage to Property Insured occasioned by a peril (not otherwise excluded) notwithstanding that such loss, destruction of or damage may in turn have been caused by circumstances listed Exclusions 4(a) to 4(f);
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;
6. Physical loss, destruction or damage to any boiler, economiser or other pressure vessels including pipes, valves and other apparatus thereof consisting of or caused by:
   a) cracks, fractures, blisters, laminations, flaws or grooving even when accompanied by leakage or damage to tubes, headers or other parts of the plant caused by over-heating or leakage at seams, tubes or other parts of the plant;
   b) slowly developing deformation or distortion of any part of the plant;
   c) wearing away or wasting of the material of the plant whether by leakage, corrosion or by action of the fuel or otherwise;
   d) failure of joints;
   e) mechanical malfunction or breakdown;

   Provided that the Insurer(s) will cover subsequent loss, destruction of or damage to such plant and Property Insured including boiler explosion resulting thereform, excepting where at the time of the explosion or collapse:

   i. The pressure plant was being subject to a hydraulic test and the damage was occasioned thereby; or
   ii. The load on the safety valve or safety valves of the pressure equipment was in excess of the manufacturer's specifications or the load permitted by the latest certificate issued in accordance with the Boiler Inspection Regulations; or
   iii. Any safety valve limiting the pressure is removed or rendered inoperative;
   iv. Where certificates of inspection are required by a Government Department for the operation of such equipment and the item of plant was not so certified
7. Physical loss, destruction or damage occasioned by or happening through:
   a) Theft of property in the open air.

      Provided further that the Insurer(s) will indemnify the Insured for:

      i. Theft of money in transit;
      ii. Theft or attempted Theft or parts of the building or fixed plant in the open air; or
      iii. any Damage to Property Insured caused directly by any circumstances not excluded under Section 1 of this Policy, notwithstanding that these circumstances may in turn have been occasioned by or happening through 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) spontaneous combustion;
   d) spontaneous fermentation or heating or any process involving the direct application of heat.

   Provided that Perils Exclusions 7(c) and 7(d) 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;
8. 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 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 7(a) 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.

Provided further that the term "dishonest acts", in relation to any of the Insured's employees, shall not be deemed to mean acts of arson or vandalism for the purposes of this exclusion;

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 8(b)(i) and 8(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.

Provided that this Exclusion 8(c) shall not apply if damage is caused by or arises out of an earthquake, seismological disturbance, cyclone, storm and tempest having a wind force of scale 11 or greater on the "Beaufort Scale of Wind Force", Flood or water escaping from a water main owned by a water supply authority or company;

d) kidnapping, bomb threat, threat of Contamination, hoax, extortion or any attempt thereat.; Provided that this exclusion shall not apply to loss caused by hold-up and/or theft or any attempt thereat.

Provided that Exclusions 8(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;

9. Any legal liability of whatsoever nature other than as herein provided;

10. Consequential loss of any kind including consequential 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.

11. Physical loss, destruction of damage to:

a) property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association; or

b) loss, damage, 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;

iii. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or

iv. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

The exclusion in this sub-clause iv. 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.

12. physical loss, destruction of 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.

13. physical loss, destruction of damage occasioned by or happening directly or indirectly out of or in connection with the failure or inability to function of any:

a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, BIOS or other instruction set, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device;, or

b) any media or systems used in connection with any of the foregoing,

whether the property of the Insured or not, at any time to achieve fully and successfully any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote, represent or express a date including, but without being limited to, any failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of or in connection with:

i. anything referred to in (a) or (b) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time; or

ii. the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) or (b) above.

Exception to Date Recognition Special Exclusion no. 13

However, this special exclusion will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which is solely and directly caused by a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this policy.

Definition of 'Defined Contingency'

For the purposes of this perils exclusion 13 only, 'Defined Contingency' shall mean fire, lightning, explosion (other than loss or destruction of or damage to boilers and pressure vessels), aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank or apparatus or pipe, impact by any road vehicle or animal, or theft (other than theft by employees).

Exclusions Applicable to all Sections

The Insurer(s) shall not be liable under Sections 1 and/or 2 in respect of:

1. Sanction Limitation and Exclusion Clause

where the provision of cover or payment of a benefit under this Policy would expose CGU Insurance to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Australia, United Kingdom or United States of America

2. Electronic Data

a) This policy does not insure any of the following:

   i. total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data and/or Software, or

   ii. error in creating, amending, entering, deleting or using Electronic Data and/or Software, or

   iii. total or partial inability or failure to receive, send , access or use Electronic Data and/or Software for any time or at all

   from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

   Electronic Data means facts, concepts, and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment.

   Software means programs, procedures and routines associated with the operation of electronic or electromechanical data processing or electronically controlled equipment, including any operating system.

b) However, in the event that a peril listed below (being a peril insured by this policy but for this exclusion) is caused by any of the matters described in paragraph (a) above, this Policy, subject to all of its provisions will insure:

   i. physical loss of or damage or destruction to Property Insured caused by such listed peril, and/or

   ii. Business interruption insured by this policy.

   Further, this exclusion does not apply in the event that a peril listed below (being a peril insured by this policy but for this exclusion) causes any of the matters described in paragraph (a) above:

      fire, lightning, thunderbolt, aircraft or other aerial devices or articles dropped therefrom, earthquake, subterranean fire, volcanic eruption, storm, tempest, rainwater, snow, sleet, wind, hail, water, liquids or substances discharged, overflowing or leaking from fixed apparatus, fixed appliances, fixed pipes or other systems, riots, civil commotions, strikes or locked out workers or persons taking part in labour disturbances, explosion, impact by vehicles, animals or trees or branches of trees, communication masts, towers, antennae, satellite dishes, watercraft, meteorites, or theft of Electronic Data and/or Software solely where such theft is accompanied by theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such Electronic Data and/or Software.

   However, this exclusion does not apply to any section of the Policy dealing specifically with glass.

Memoranda Applicable to all Sections

Except to the extent that this Policy is hereby modified under the following Memoranda the terms, Conditions and limitations of this Policy shall apply.

Acquired Property and Companies

This Policy extends to include:

a) property located in Australia acquired by the Insured for the purpose of the Business; or

b) property located in Australia belonging to companies and other organisations in which a controlling interest in which is acquired by the Insured during the Period of Insurance provided that the business of the acquired companies or organisations is similar to the Business of the Insured stated in the Schedule. A controlling interest in the case of a company means the acquisition of shares carrying more than 50% of votes capable of being cast at a general meeting of all shareholders in the company;

c) property located in Australia for Damage to which such companies or other organisations are legally responsible or for which they have assumed responsibility to insure prior to the occurrence of any Damage; and

d) any loss suffered by any such companies or organisations which is the subject of indemnity under Section 2 of this Policy.

The Insured must, within sixty (60) days of acquisition, declare in writing to the Insurer(s):

i. the name of the company or other organisation and the nature of its business;

ii. the nature and extent of the property to be insured;

iii. the value of the indemnity provided, calculated in accordance with the relevant basis of settlement clauses; and

iv. must pay any additional premium required and comply with any reasonable directions of the Insurer(s) with respect to the security or safety of that property.

All such property shall be Property Insured for the purpose of the Adjustment of Premium Memorandum and the Insured shall make declarations with respect to it accordingly and with respect to the indemnity provided under Section 2.

1. Adjustment of Premium

a) The Premium shown is provisional and is calculated on the Declared Values of:

   i. Property Insured;

   ii. Gross Profit and Insured Pay-Roll;

   on the day of commencement of each Period of Insurance.

Business Insurance
Certificate of Currency

Policy Number: 15T4574357

Certificate Date	14 July, 2026

Insurer
CGU Australia Pty Ltd
ABN 62 004 478 960
AFSL 700014
trading as CGU Insurance

Important Information
The policy referred to below is current as at the date of issue of this certificate. Whilst a policy expiration date has been indicated, please note that the policy may be cancelled prior to this date.

Accordingly, reliance should not be placed on the policy expiration date.

Period of Cover	30/06/2026 to 30/06/2027 at 4pm

Insured

Insured Name	Kensington Gardens Resident Workshop
Address	80 Channel Road SHEPPARTON, VIC, 3630

Policy Wording
Steadfast

COVERS FOR ALL SITUATIONS

Public and Products Liability

Limit of Liability

Limit of Liability - Public & Products Liability	$ 10,000,000

Additional Benefit

Property in Physical & Legal Control - Limit	$ 250,000

Imposed Conditions
Condition # 1
Name Hot Works Endorsement
Code LE63
Wording
This Policy does not cover any liability arising out of or in any way connected with brazing, grinding, cutting, heating, soldering, welding, or any other similar heat producing activity involving open flames and/or sparks, unless conducted in strict compliance with any relevant acts, regulations, or compliance codes of the Australian Government or any state or territory government in Australia and/or standard(s) issued by Standards Australia.
Condition # 2
Name Exclusion - Molestation
Code LE40
Wording
We do not cover any liability or any charges, expenses or legal costs under Section 5 Public & Products Liability in connection with the molestation of any person by: 1. You; 2. Your Employee; or 3. any person whose actions for which You may be liable.
Condition # 3
Name Exclusion - Participants
Code LE31
Wording
We do not cover any liability under Section 5 Public & Products Liability for Personal Injury to, or Damage to Property of any person arising directly or indirectly out of or caused by or their participation in any performance, sport, game, match, race, contest, competition, practice, training or trial.

Business Insurance
Certificate of Currency

Policy Number: 15T4574357

SITUATION SPECIFIC COVERS

Situation Details

Situation: 80 Channel Road SHEPPARTON VIC 3630 (Principal)

Business Details
Club, Community Assoc. Operation Ex. Licensed Noc
RESIDENT WORKSHOP AT SHEPPARTON RETIREMENT VILLAGE

Interested Parties
No Interested Parties noted

Business Property

Sum Insured

Building(s) Replacement Value	$	Not Insured
Contents Replacement Value	$	30,000
Stock	$	Included in Contents
Total Sum Insured	$	30,000
Extra Cost of Reinstatement	$	As per wording

Optional Extension

Strata title mortgagee(s) interest cover only	Not Insured
Flood	Not Insured

Theft

Sum Insured

Contents - including stock	$	30,000
Cigarettes / Tobacco	$	Not Insured
Alcohol	$	Not Insured

Specified items None

This is to certify cover has been granted in terms of CGU's standard policy (a copy of which is available on request) and that cover is subject to the terms, conditions, exclusions and endorsements of that policy.
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 your insurance cover.

Yours faithfully,

Commercial Underwriting

CGU Insurance

Specified Items means each item of property that is specifically described on the Schedule under Section 1: Business Property, Section 3A Theft, Section 7: Machinery, Section 8: Computer & Electronic Equipment or Section 9: General Property cover sections.

Stock means:

a) products and materials You intend to sell

b) raw or consumable materials or products used by You in the Business, and

c) Your products while being made, repaired or altered.

Stock also includes:

a) Customer's Goods, and

b) live Animals provided Your Business is a pet shop or restaurant.

Subsidiary Company means any company in which You have a controlling interest. For the purpose of this definition the term 'controlling interest' shall mean the beneficial ownership of shares carrying more than fifty per cent (50%) of votes capable of being cast at a general meeting of all shareholders of the company.

Sum Insured means the maximum amount that will be paid under each cover section of cover selected. The Sum Insured will vary depending on your requirements in relation to each cover section of the Policy.

Terrorism means an act including but not limited to the use or threat of force or violence by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) 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.

Time Element Loss means business interruption, contingent business interruption or any other consequential losses insured under this Policy.

Vehicle means any type of machine on wheels or on self- laid tracks made or intended to be propelled by other than manual or animal power, and any trailer or other attachment to be utilised in conjunction with or drawn by any such machine.

Watercraft means any vessel, craft or thing made or intended to float on or in or travel through water, other than model boats.

We, Us, Our means CGU Australia Pty Ltd trading as CGU Insurance, the insurer of this Policy.

General exclusions

The following general exclusions apply to all cover sections of this Policy.

1. War, terrorism, radioactivity

a) War

We will not pay for any loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:

i. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, or

ii. mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.

b) Terrorism

i. We will not pay for any death, injury, illness, loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any act of Terrorism regardless of any other contributing cause or event.

ii. We will not pay for any death, injury, illness, loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any action taken in controlling, preventing, suppressing or in any way relating to the matters set out in paragraph b.) i.) of this exclusion.

However, this exclusion 1. b) will not apply to Section 3A Theft, Section 3B Money, Section 4 Glass, or Section 9 General Property.

c) Radioactive contamination

We will not pay for any:

i. loss or damage to property eligible for insurance by the relevant nuclear insurance pool and/or association, or

ii. loss, cost, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

1. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, or
4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Provided that this exclusion 1.c) shall not apply to liability arising from radio-isotopes, radium 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 as part of Your Business.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, or contributed to by, resulting from, or arising out of, or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to the above.

2. Business in liquidation or ceases to trade

If Your Business is placed into liquidation or administration, a receiver is appointed or the Business is wound up or is permanently discontinued, then unless otherwise agreed by Us in writing, all cover under this Policy ceases from the time Your interest is transferred or Your Business ceases to trade.

3. Geographical limitations

Unless We agree in writing to the contrary, We will not pay for any loss or damage to Your Property Insured that is outside Australia at the time of its loss or damage, except as specifically stated otherwise in any cover section.

4. Unoccupancy

Unless We otherwise agree in writing, We will not pay for any loss or damage to Your Property Insured if the Occurrence happens after Your Premises has been unoccupied for more than 90 consecutive days. This exclusion does not apply to damage caused by:

a) lightning, earthquake, volcanic eruption, tsunami or subterranean fire

b) impact by road Vehicle or their loads, Animals, trees or branches, meteorite, Aircraft or other aerial devices or articles dropped from them, sonic boom or space debris, falling communication masts, towers, antennae or dishes, falling building or structures or parts thereof which do not belong to You, or

c) riots, civil commotions and strikes.

This exclusion will not apply if the Premises are partly occupied.

5. Intentional acts

This Policy does not cover loss or damage intentionally caused by You, or another party with Your knowledge and consent and which You were capable of preventing.

6. Known defects

We will not pay for loss or damage caused by faults or defects known to You or any Employee whose knowledge in law would be deemed to be Yours and not disclosed to Us at the time this Policy was arranged.

7. Cyber

We will not be liable for any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

a) any Cyber Act, including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act;

b) any Cyber Incident, including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Incident, unless any physical loss or damage to Property Insured and any Time Element Loss are the direct result of a Cyber Incident, which has not been directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act, and such physical loss or damage is directly caused by the following perils if otherwise covered under the Policy:

   i. theft, burglary or forcible entry;

   ii. storm, windstorm, hail, tornado, cyclone, hurricane;

   iii. fire, lightning or explosion;

   iv. earthquake, volcanic 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; or

c) any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Electronic Data, including any amount pertaining to the value of such Electronic Data.

Provided however should Media owned or operated by the Insured suffer physical loss or damage insured by this Policy, then this Policy will cover the cost to repair or replace the Media itself plus the costs of copying the Electronic Data from back up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Electronic Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Media. However, this Policy excludes any amount pertaining to the value of such Electronic Data, to the Insured or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

This exclusion clause does not apply to Section 5 Public & Products Liability and Section 6 Employee Dishonesty.

8. Acquisition of Companies

The Policy does not cover:

a) any company or other legal entity acquired during the Period of Insurance, or

b) any property or liability associated with such company or any other legal entity or business undertaking or operation,

unless You notify Us in writing within 30 days of the date of acquisition and the business is of a similar Business to that stated in the Schedule. We will provide cover subject to Your acceptance of Our terms and undertaking to pay any additional Premium We may require to reflect the increased risk of loss or damage. Our liability shall not exceed the relevant Sum Insured or, Limit applicable under the relevant Policy sections making up Your Policy.

9. Consequential Loss

We will not cover Consequential Loss of any kind other than as explicitly provided under the Business Interruption cover section of the Policy and 'Business Interruption' is shown in the Schedule.

10. Communicable diseases

Your Policy does not cover any actual or alleged loss, damage, liability, claim, cost, expense or any other amounts of whatsoever nature directly or indirectly caused by, arising from, contributed to by, resulting from, or otherwise in connection with:

a) disease;

b) a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease;

c) any Time Element Loss that is directly caused by any competent public authority closing or evacuating Your Property Insured as a result of the outbreak and presence of any of the following human diseases at Your Property Insured, to the extent that such Time Element Loss is covered under the Policy:

   i. any disease determined to be a 'listed human disease' under, 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;

   ii. any disease determined by the World Health Organization to be a Public Health Emergency of International Concern (PHEIC);

   iii. Highly Pathogenic Avian Influenza (HPAI) in humans; or

   iv. influenza with pandemic or epidemic potential; or

d) any cost to clean up, decontaminate, disinfect, remove, replace, monitor and/or test for such diseases, conditions or circumstances described in this exclusion.

Provided that this exclusion will not apply to Damage to Your Property Insured under Section 1 Business Property or loss and additional costs or expenses insured under Section 2 Business Interruption, as a consequence of Damage covered under Section 1 Business Property, caused by the following perils, if covered under the Policy:

fire, lightning, thunderbolt, Aircraft or other aerial devices or articles dropped therefrom, earthquake, tsunami, subterranean fire, volcanic eruption, storm, tempest, rainwater, snow, sleet, wind, hail, water, liquids or substances discharged, overflowing or leaking from fixed apparatus, fixed appliances, fixed pipes or other systems, riots, civil commotions, strikes or locked out workers or persons taking part in labour disturbances, explosion, impact by Vehicles, Animals or trees or branches of trees, communication masts, towers, antennae, satellite dishes, Watercraft or meteorites.

This exclusion does not apply to the additional benefit clause '3. Murder, suicide & infectious disease' in Section 2 Business Interruption but only in respect of any Human Infectious or Contagious Disease not otherwise excluded by sub-clauses c) i. - iv. (as it relates to any pandemic or epidemic above).

This exclusion does not apply to Section 5 Public & Products Liability.

11. Sanctions

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy (including any refund of premium), to the extent that such cover, claim, benefit or refund may contravene or expose Us to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of any country.

General conditions

The following general conditions apply to all cover sections of this Policy unless expressly stated otherwise.

1. Breach of condition or warranty

Breach of a condition or warranty without Your knowledge or consent or error in name, description or situation of property will not prejudice Your rights under this Policy provided notice in writing is given to Us when such breach or error comes to Your knowledge and You pay or agree to pay any additional Premium We require from the date of such breach or error.

2. Accountancy records

You must provide to Us all books of account, business books and other documents as may reasonably be required to investigate or verify claims. If You do not, We may refuse to pay or may reduce the amount of a claim. The course of action We take when You fail to comply will be considered in each circumstance based on what impact or effect Your failure to comply caused or contributed to the claim or Our decision to issue Your policy.

3. Bankruptcy or insolvency

In the event that You should become bankrupt or insolvent, We shall not be relieved of any obligation under the Policy to make payment of any claims because of such bankruptcy or insolvency.

In case of execution against You of any final judgment covered by this Policy being returned 'unsatisfied' by reason of such bankruptcy or insolvency, then an action may be maintained by the injured party or their representative against Us in the same manner, and to the same extent as You but not for any amount in excess of the Sum Insured or Limit applicable under this Policy.

4. Cancelling Your Policy

How You may cancel this Policy

a) You may cancel this Policy at any time by telling Us in writing that You want to cancel it. You can do this by giving the notice to Your Steadfast broker.

b) Where 'You' involves more than one person, We will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

Where cover is available under 'Section 10 Taxation Investigation' of the Policy, any claim for Costs will first be considered under that Policy section and cover under this Additional benefit will be in addition to any Sum Insured paid under that section.

'Costs' under this Additional benefit means professional fees paid to accountants or registered tax agents who are not Your Employees, for work undertaken in connection with the audit or investigation.

Taxation audit costs – exclusions

We shall not be liable under this Additional benefit:

a) for the imposition of any tax, fines, penalties, court costs, penalty tax or interest

b) for Costs incurred after completion of the audit or investigation

c) where any proceedings were initiated, threatened or started prior to the commencement of the Period of Insurance

d) arising from your improper, unwarranted or unjustified refusal or failure to comply with any lawful request made by the ATO or a state or territory government revenue office for the production of documents or the supply of information. Refusal or failure to comply will not be deemed improper, unwarranted or unjustified if You refuse or fail to comply upon the advice of your accountant or tax agent

e) for Costs from audits or investigations under customs legislation

f) for Costs from audits or investigations of income received or earned, or where the source of income is outside Australia or where the services giving rise to the claim are performed by persons or entities who ordinarily reside outside Australia

g) arising out of any fraud or fraudulent act or omission committed by You or on Your behalf, or

h) arising from audits or investigations which result in You, or any person acting on Your behalf, becoming aware of any error or deficiency in any return of income or other documentation supplied to the ATO or a state or territory government revenue office and failing to notify the ATO or a state or territory government revenue office as soon as reasonably possible.

Taxation audit costs – special conditions

You must lodge taxation and other returns within the time limits applicable to those returns as prescribed by statute or through extension of time granted by the ATO or a state or territory government revenue office.

You must make full and complete disclosure of all assessable income (including capital gains), as required by any relevant legislation.

In the event of a claim arising:

a) You must keep us fully informed of all material developments in relation to the claim and in relation to any audit

b) You must take all necessary and reasonable steps to minimise any delays and the amount of any Costs incurred or likely to be incurred in connection with any audit, and

c) We or our duly appointed agent may make Our own investigation into any matter which is or may be the subject of a claim.

You must use reasonable endeavours to ensure that Your accountants, registered tax agent and/or solicitor cooperate with Us and where necessary, assist Us in relation to any claim and assist Us with any matter We wish to pursue with the ATO or a state or territory government revenue office which is or may be the subject of a claim.

Optional extensions

The following Optional extensions do not apply automatically to this cover section.

They will apply when You have requested their inclusion in this cover section, You have paid any additional Premium we require and the current Schedule has been endorsed by Us noting their inclusion.

1. Flood

When 'Flood' is shown in the current Schedule, We will cover loss of or damage to Property Insured caused by Flood.

2. Mortgage protection

This cover applies only if You have arranged this Policy to insure only the interest of a mortgagee in a strata title unit and 'Strata title mortgagee(s) interest only cover' is shown in the current Schedule.

This cover only applies when You own part of a Building that has been subdivided into strata, community or similar title units and You have a mortgage on that part of the Building.

We will pay the mortgagee the lowest of:

a) the Sum Insured shown on the Schedule

b) the amount to repair the damage to a condition similar to but no better than when new

c) if the body corporate (or similar) partially covers the loss or damage, then the difference between what the body corporate's insurance pays and the cost to repair the loss or damage, or

d) the amount sufficient to discharge the mortgage held by You over the unit at the date of the loss or damage.

We only pay a claim if:

a) a claim would be payable under the Business Property cover section and not subject to any exclusions or other limitation in the Policy

b) the insurance policy of the body corporate or similar does not apply or only partially covers the loss or damage, and

c) the mortgagee requires You to discharge Your mortgage.

If You have arranged this Policy to insure only the interest of a mortgagee in a strata title unit no other Additional benefits are payable under this Policy.

Policy section exclusions

1. We will not cover You for loss or damage caused by:

   a) wear and tear, gradual deterioration, scratching, marring, developing flaws, normal upkeep or any gradual cause

b) mechanical, hydraulic, electrical breakdown or electronic failure or malfunction

c) corrosion, rust, oxidation, any form of Fungus, wet or dry rot, dampness of atmosphere, variation in temperature, evaporation, or shrinkage

d) change in colour, flavour, texture or finish

e) inherent vice or latent defect

f) the actions of birds, moths, termites or other insects, vermin or rodents

g) Animals pecking, biting, clawing, scratching, tearing or chewing your Property Insured at the Premises.

Provided that exclusions 1.f) and 1.g) shall not apply in respect of subsequent loss or damage to your Property Insured occasioned by a fire, explosion or water damage only.

h) loss of weight or exposure to light

i) creeping, heaving, normal settling, shrinkage, seepage, vibration, expansion in buildings, pavements, roads, car parks and the like

j) any:

   i. error or omission or wrong design, or

   ii. faulty materials or workmanship,

   provided that this Exclusion 1. j) shall not apply to subsequent loss or damage to Your Property Insured (not otherwise excluded) resulting from an Event referred to in this exclusion

k) infidelity, dishonesty, embezzlement, misappropriation, or fraud including forgery, erasure, counterfeiting by You or any Employee

l) erosion, subsidence, landslide or mudslide or any other earth movement but We will cover loss or damage caused by a landslide or subsidence that occurs within 72 hours of, and is directly caused by a storm, earthquake, subterranean fire, volcanic eruption or water escaping from a water main owned by a water supply authority

m) the action of the sea or high water, unless caused by or arising from a direct consequence of an earthquake or seismological disturbance

n) Flood

o) faults or defects known to You or any Employee whose knowledge in law would be deemed to be Your knowledge and not disclosed to Us at the time this Policy was arranged, extended, varied or renewed

p) the cessation of work (whether total or partial), interruption or retarding of any process or operation as a result of any industrial dispute

q) the operation or presence of any computer program that alters or erases Electronic Data or programs in a manner that is undesired by You

r) the actual breaking, seizing, deformation or melting of any part of the Property Insured while it is in use that is caused by mechanical, electrical or electronic defect that results in sudden and total loss of operation that requires repair or replacement before the property can resume normal operation

s) explosion or implosion of any boiler or pressure vessels:

   i. where the boiler or pressure vessel:

      a) is not solely used for domestic purposes; or

      b) has a value of more than $200,000; and

   ii. where the load on the safety valve upon the particular boiler or pressure vessel was in excess of the manufacturer's specification at the time of any damage and the excess load caused or contributed to the loss or damage, or

   iii. where any safety valve limiting pressure was removed or rendered inoperative.

   Provided that We will pay for any damage to Property Insured that is not otherwise excluded, that results from damage caused directly by or arising directly from any of these causes.

2. We will not cover loss of or damage to:

   a) Property Insured while it is undergoing any process where damage results from it being processed

   b) any Building, Contents and Stock if the Building is vacant awaiting or undergoing demolition, unless We have agreed otherwise

   c) Animals (unless Your Business is a pet shop or restaurant and Animals are insured as Stock)

   d) plants or growing crops (other than as allowed under Extra cover 7. Landscaping)

   e) Glass or signs:

      i. except where You are a tenant of a Building and are required by the lease to insure Glass, or

      ii. other than loss or damage caused by fire, storm, wind, rain, hail, lightning, explosion, implosion, earthquake, impact by vehicles or Animals, aircraft and other aerial devices and/or articles dropped from them, riots or civil commotion, persons acting maliciously or earthquake.

3. We will not cover loss or damage caused by or arising from:

   a) theft but this exclusion does not apply to physical damage to Property Insured at the Premises during theft or any attempted theft and/or theft of parts of the Building when Buildings are insured or fixed plant in the open air

   b) any legal liability You have other than the legal liability that is covered by the Additional benefit 'Removal of debris'

   c) the incorrect siting of Buildings as a result of error in design or specification, faulty workmanship or non-compliance with the requirements of any lawful authority

   d) demolition ordered by any lawful authority as a result of failure by You to comply with any lawful requirement

   e) any unexplained inventory shortage or disappearance resulting from clerical or accounting errors, or shortage in the supply or delivery of materials or goods

   f) contamination, pollution, smoke or smut except where caused directly by fire, lightning, explosion, impact by any Vehicle or Animal, Aircraft or other aerial devices or articles dropped by them, falling communication masts, towers, antennae or dishes, falling buildings or structures or parts thereof, meteorite, riot, civil commotion, persons taking part in an industrial dispute, persons acting maliciously, earthquake, storm, the bursting, overflowing or discharge of tanks, apparatus or pipes containing in water or liquid of any kind, or sprinkler leakage

   g) storm, rainwater, wind hail or snow where the loss or damage is to Vehicles located in the open air.

13. Disposal of damaged property

We will pay, in addition to the Sum Insured, the costs reasonably and necessarily incurred by You to dispose of Contents and Stock damaged by theft or attempted theft which has no salvage value.

Provided the maximum We will pay is limited to $5,000 in total any one Event.

Optional extension

We will provide the following Optional extension to cover under this cover section when requested by You, when You pay any additional Premium required and when shown on Your Schedule as included.

Any amount payable under this Optional extension is in addition to the Sum Insured.

Theft of Property Insured in the open air

We will cover You for theft without forcible and violent entry of Property Insured in the open air but within the boundaries of the Premises or contained in an unlocked Building, up to the amount shown in the current Schedule.

We will not cover You for the theft of property in the open air unless the Premises after Business Hours are fully enclosed by a locked wall or fence with padlocks or by an electronic security locking system.

Cover section exclusions

1. We will not pay under this cover section for loss of or damage to:
   a) Money and negotiable instruments in excess of $500
   b) jewellery, furs, bullion, property made of gold or silver or precious stones exceeding $10,000 any one loss and $2,000 any one item unless they are Stock
   c) Vehicles unless they are Stock or fork lift trucks and similar appliances that are used for hauling or conveying goods at the Premises
   d) live Animals unless Your Business is a pet shop or restaurant and the Animals are insured as Stock
   e) Glass unless it is Stock
   f) property not contained in a locked Building, unless insured under Additional benefit 'Theft of Property Insured in the open air' or Optional extension 'Theft of Property Insured in the open air'.
2. We will not pay under this cover section for loss of or damage to Property Insured caused by any person who does not steal or intend to steal property.
3. We will not pay under this cover section for loss of or damage to Contents and Stock caused by or in any way contributed to by dishonest acts by You, Your directors, partners, Employees or any members of Your Family, other than by an Employee following forcible and violent entry.
4. We will not pay under this cover section for unexplained disappearances or unexplained shortages, whether resulting from clerical or accounting errors or shortages in supply or delivery of materials to or by You.
5. We will not pay for any legal liability You incur.

Cover section conditions

This condition applies to this cover section.

1. Valuables

You must ensure that all Stock that is precious stones, gold and silver articles, jewellery, watches trinkets, stamps, coins and personal ornaments, which are individually of the value of $500 or more are contained in a securely locked Safe or Strongroom during any period outside Your usual Business Hours.

Definitions applicable to Section 3A

The following words have the following meanings for this cover section only. Where they appear in this cover section, they are shown with a capital letter. The singular shall include the plural and vice versa.

Category means the following categories into which property can be designated:

1. all Contents including Stock
2. all Contents excluding Stock
3. Stock excluding Cigarettes, Cigars and Tobacco
4. Cigarettes, Cigars and Tobacco
5. alcohol
6. Specified Items listed in the Schedule.

Cigarettes, Cigars and Tobacco means cigarettes, cigars, tobacco, electronic cigarettes and other electronic nicotine delivery systems stocked by You in the Business.

Electronic Equipment means any electronic equipment including, but not limited to mobile phones, laptops, palm pilots, computers, scanners, printers, word processors, electronic processing systems, photocopiers, facsimile machines, electronic cash registers, electronic scales and electronic testing or analysing equipment used by you in the business.

Electronic Equipment does not include electronic equipment that is Stock.

Claims procedure

Please refer to the terms and conditions section of this Policy for details of Your obligations in the event of a claim.

Limits of Liability and excess

Subject to:

a) the 'Claim preparation expenses' provision under the 'General conditions'

b) the 'Defence costs and supplementary payments' clause above

c) sub-paragraph 5 of Additional benefit 'Property in Your physical and legal control' below,

for General Liability the Limit of Liability specified in the Schedule represents the maximum amount which We shall be liable to pay in respect of any one claim or series of claims arising out of any one Occurrence.

For Products Liability the Limit of Liability specified in the Schedule represents the maximum amount which We shall be liable to pay in respect of any one claim or series of claims, and in the aggregate during any one Period of Cover.

The applicable Limit of Liability will not be reduced by the amount of any Excess payable by You.

Additional benefit

We will also provide the following Additional benefit in this cover section.

Unless stated otherwise below, any amounts payable under this Additional benefit is in included in the Limit of Liability for this cover section.

Property in Your physical and legal control

Exclusion 18 in the 'Cover section exclusions' will not apply to the following property:

1. Premises or part(s) of Premises (including their contents) leased or rented to, or temporarily occupied by You for the purpose of Your Business, but no cover is provided by this cover section of the Policy if You have assumed the responsibility to insure such Premises
2. a) premises (and/or their contents) temporarily occupied by You for the purpose of carrying out work in connection with Your Business, or

   b) any other property temporarily in Your possession for the purpose of being worked upon, but no indemnity is granted for damage to that part of any property upon which You are or have been working if the damage arises solely out of such work
3. any Vehicle (including its contents, spare parts and accessories while they are in or on such Vehicle) not belonging to or used by You, whilst any such Vehicle is in a car park owned or operated by You provided that You do not operate the car park for reward, as a principal part of Your Business
4. the personal property, tools and effects of any of Your directors, partners, proprietors, officers, executives or Employees, or the clothing and personal effects of any of Your visitors
5. any property (except property that You own) not mentioned in clauses 1–4 of this Additional benefit whilst in Your physical or legal care, custody or control where You have accepted or assumed legal liability for such property.

   Provided that our liability under clause 5 of this Additional benefit shall not exceed $250,000 or the amount stated in the Schedule, in respect of any one claim or series of claims arising out of any one Occurrence.

Optional extension

The following Optional extension does not apply automatically to this cover section.

It will apply when You have requested its inclusion in this cover section, You have paid any additional Premium We require and the current Schedule has been endorsed by Us noting its inclusion.

Products exported to North America with Your knowledge

The definition of 'Geographical Limit' is amended to mean:

a) anywhere in the world except North America

b) North America but only with respect to:

   i. overseas business visits by any of Your directors, partners, officers, executives or Employees, who are non-resident in North America but not where they perform manual work in North America, and

   ii. Products exported to North America with Your knowledge.

Cover section exclusions

We do not cover any liability:

1. Advertising Injury

for Advertising Injury:

a) resulting from statements made at Your direction with knowledge that such statements are false

b) resulting from failure of performance of contract but this exclusion shall not apply to claims for unauthorised appropriation of advertising ideas contrary to an implied contract

c) resulting from any incorrect description of Products or services

d) resulting from any mistake in advertised price of Products or services

e) resulting from failure of the Insured's Products or services to conform with advertised performance, quality, fitness or durability, or

f) incurred by any Insured whose principal occupation or business is advertising, broadcasting, publishing or telecasting.

2. Aircraft, hovercraft

for Personal Injury and/or Damage to Property arising from:

a) the ownership, maintenance, operation, or use by You of any Aircraft or Hovercraft

b) any property used for the purpose of an airport or any Aircraft landing strip.

3. Aircraft products

arising out of any Products which an Insured knew or has reasonable cause to believe would be or is intended for incorporation into any critical part, the structure, machinery or controls of any Aircraft.

4. Asbestos

for Personal Injury, Damage to Property (including loss of use of property) or Advertising Injury directly or indirectly caused by, arising from or in any way connected to asbestos.

5. Breach of professional duty

arising out of any breach of duty owed in a professional capacity by You and/or any person(s) for whose breaches You may be held legally liable, but this exclusion shall not apply to claims for Personal Injury and/or Damage to Property:

a) arising out of the rendering of or failure to render professional medical advice by Medical Persons employed by You to provide first aid and other medical services on Your premises

b) arising out of advice which is given by You for no fee, or

c) arising out of advice given in respect of the use or storage of Your Products.

6. Contractual liability

which has been assumed by You under any contract or agreement that requires You to:

a) effect insurance over property, either real or personal, or

b) assume liability for Personal Injury and/or Damage to Property and/or Advertising Injury regardless of fault,

provided that this exclusion shall not apply to:

i. liabilities which would have been implied by law in the absence of such contract or agreement, or

ii. liabilities assumed under Incidental Contracts, or

iii. terms regarding merchantability, quality, fitness or care of Your Product which are implied by law or statute, or

iv. liabilities assumed under the contracts specifically designated in the Schedule or in any Endorsement to this Policy.

7. Cyber

a) arising out of Damage to Property, defamation, humiliation, shock, fright, mental anguish, mental injury or breach of privacy directly or indirectly caused by, contributed to by or as a consequence of a Cyber Act;

b) arising out of the Insured's Products directly or indirectly caused by, contributed to by or as a consequence of a Cyber Act;

c) directly or indirectly caused by, contributed to by or as a consequence of Data Loss caused by a Cyber Act; or

d) any liability directly or indirectly caused by, contributed to by, or as a consequence of an act, error or omission by or on behalf of the Insured in controlling, preventing, suppressing, retaliating against, or responding to a Cyber Act or Data Loss caused by a Cyber Act.

However, this exclusion does not apply to claims for:

a) Personal Injury, excluding mental anguish or mental injury;

b) Damage to Property, excluding Data; or

c) Advertising Injury,

directly caused by a Cyber Act.

For the purpose of this exclusion only, the following definitions apply:

Computer System means any computer, hardware, software, communications system (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Cyber Act means any actual or alleged illegal, malicious, reckless, wilful or criminal act or series of related illegal, malicious, reckless, wilful or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Data means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

Data Loss means the loss of use of, loss of access to, total or partial destruction of, corruption of, alteration of, misappropriation of, reduction in functionality of, repair of, replacement of, restoration of, reproduction of, error in the creation of, error in the amendment of, error in the entering of, deletion of, or theft of Data including any monetary amount pertaining to the value of such Data, the infringement of intellectual property rights and breach of confidentiality.

8. Damage to products

for Damage to Property to any Products where such damage is directly caused by a fault or defect in such Products but this exclusion shall be interpreted to only apply with respect to damage to the specific part and only that part of such Product to which the damage is directly attributable.

9. Defamation

for libel and slander:

a) resulting from statements made prior to the commencement of the Period of Cover

b) resulting from statements made at Your direction with knowledge that such statements are false, or

c) incurred by You if Your Business is advertising, broadcasting, publishing or telecasting.

10. Employers liability

for Bodily Injury to any Worker:

a) in respect of which You are or would be entitled to indemnity under any policy of insurance, fund, scheme or self-insurance arrangement 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.

   Provided that this Policy will respond to the extent that Your liability would not be covered under any such policy, fund, scheme or self-insurance arrangement had You complied with its obligations pursuant to such law.

b) Imposed by:

   i. 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

   ii. any law relating to Employment Practices.

For the purpose of this exclusion:

a) the term 'Worker' means any person deemed to be employed by You pursuant to any workers compensation law including any voluntary workers, secondees and work experience students (if any) who are deemed not to be Your Employees

b) the term 'Bodily Injury' means bodily injury, death, sickness, disease, illness, disability, shock, fright, mental anguish and/or mental injury, including loss of consortium or services resulting therefrom.

11. Faulty workmanship

for the cost of performing, completing, correcting or improving any work undertaken by You.

12. Fines, penalties, punitive, exemplary or aggravated damages

for any fines, penalties, punitive, exemplary, aggravated damages and any additional damages resulting from the multiplication of compensatory damages.

13. Information technology hazards, computer data, program and storage media exclusion

a) for Personal Injury and/or Damage to Property and/or Advertising Injury arising directly or indirectly out of, or in any way involving Your internet operations, or

b) for Damage to Property to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:

   i. the use of any computer hardware or software

   ii. the provision of computer or telecommunication services by You or on Your behalf, or

   iii. the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any Computer Virus.

But this exclusion does not apply to:

1. Personal Injury and/or Damage to Property and/or Advertising Injury arising out of any material which is already in print by the manufacturer in support of its product, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site, or
2. liability which arises irrespective of the involvement of Your internet operations.

Nothing in this exclusion will be construed to extend coverage under this Policy to any liability which would not have been covered in the absence of this exclusion.

14. Liquidated damages

arising out of liquidated damages clauses, penalty clauses or performance warranties except to the extent that such liability would have attached in the absence of such clauses or warranties.

15. Loss of use

for loss of use of tangible property, which has not been physically lost, destroyed or damaged, directly arising out of:

a) a delay in or lack of performance by You or on Your behalf of any contract or agreement, or

b) failure of any Products or work performed by You or on Your behalf to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by You; but this exclusion 15.b) shall not apply to Your liability for loss of use of other tangible property resulting from sudden and accidental physical loss, destruction of or damage to any Products or work performed by You or on Your behalf after such Products or work have been put to use by any person or organisation other than You.

16. Pandemic and epidemic

whether actual or alleged, directly or indirectly caused by, or contributed to by, or in consequence of, or in any way connected with any:

a) disease determined to be a 'listed human disease' or in respect of which a '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;

b) outbreak of infectious disease declared as a pandemic or epidemic by the World Health Organisation or any Australian government or Australian government agency; or

c) disease determined by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC).

17. Pollutants

a) for Personal Injury and/or Damage to Property directly or indirectly arising out of the discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere or any watercourse or body of water, or

b) for the cost of testing and monitoring for, removing, nullifying, or cleaning up of Pollutants.

Provided that, with respect to any such liability which may be incurred anywhere other than North America, Exclusions 17.a) and 17.b) shall not apply where such discharge, dispersal, release or escape is caused by a sudden, identifiable, unintended and unexpected event from Your standpoint which takes place in its entirety at a specific time and place.

18. Property in your physical or legal control

a) for damage to property owned by, leased or rented to You, or

b) for damage to property not belonging to You but in Your physical and legal control other than the property described in the Additional benefit of 'Property in Your physical and legal control'.

19. Product guarantee

for any Products warranty or guarantee given by You or on Your behalf, but this exclusion shall not apply to the requirements of any Federal or State legislation as to product safety and information.

20. Product recall

for damages, costs or expenses arising out of the withdrawal, recall, inspection, repair, reconditioning, modification, reinstallation, replacement or loss of use of any Products where such Products are withdrawn or recalled from the market or from use by any person or organisation because of any known, alleged or suspected defect or deficiency in such Products.

21. Silica

arising out of or in any way connected with the inhalation of, or exposure to silica in any form.

22. Vehicles

for Personal Injury or Damage to Property arising out of the ownership, possession or use by You of any Vehicle:

a) which is registered or which is required under any legislation to be registered, or

b) in respect of which compulsory liability insurance or statutory indemnity is required by virtue of legislation (whether or not that insurance is effected),

but exclusions a) and b) shall not apply in relation to:

a) Personal Injury where:

   i. that compulsory liability insurance or statutory indemnity does not provide indemnity, and

   ii. the reason or reasons why that compulsory liability or statutory indemnity does not provide indemnity do not involve a breach by You of legislation relating to Vehicles

b) any Vehicle (including any tool or plant forming part of or attached to or used in connection with such Vehicle) whilst being operated or used by You or on Your behalf as a Tool of Trade at Your premises or on any Work Site

c) the delivery or collection of goods to or from any Vehicle

d) the loading or unloading of any Vehicle

e) any Vehicle temporarily in Your custody or control for the purpose of parking

f) caused by or arising out of the movement of any Vehicle (which is required to be conditionally registered in accordance with the law of any State or Territory in Australia) in the event of Your inadvertent and unintentional failure to effect conditional registration

g) Property Damage arising out of the movement or removal by You or by any Employee of Yours of any Vehicle or trailer not belonging to You which is interfering with access to or from Your Premises or any site where You are carrying out work.

23. Watercraft

for Personal Injury and/or Damage to Property arising from the ownership, maintenance, operation or use by You of any Watercraft exceeding 10 metres in length.

Provided this exclusion shall not apply to claims arising out of:

a) Watercraft used in operations carried out by any independent contractors for whose conduct You may be held liable, or

b) Watercraft operated and owned by independent contractors and used by You for business entertainment.

ABN: 26 053 335 952
AFS Licence No: 238261
Email: ahi@ahiinsurance.com.au
Website: www.ahiinsurance.com.au
Freecall: 1800 618 700

Certificate of Currency

This Certificate certifies that, as of the date of issue 03/06/2026, the following coverage is in place:

Policy Type:	Voluntary Workers Group Personal Accident
Policy Number:	5539331
Insured:	Kensington Lifestyle Estates
Insured Persons:	All Voluntary Workers of the Insured
Period of Insurance:	Inception: 30/06/2026 at 4:00 pm* Expiry: 30/06/2027 at 4:00 pm* *Time stated as at the first-named Insured's registered address.
Broker:	The One Stop Insurance Brokers Pty Ltd
Policy Wording:	VW 19012024
Scope of Cover:	The coverage afforded by this Policy shall only apply whilst an Insured Person is engaged in voluntary work authorised by and under the control of the Insured including direct uninterrupted travel to and from such voluntary work.
Territorial Limits:	Australia Wide

Any cover provided is subject to terms, conditions, limits and exclusions as provided in the Product Disclosure Statement (PDS), Policy Wording, Policy Schedule and any other relevant document AHI may issue. Please refer to these documents for full details.

This Certificate of Currency is issued solely for informational purposes. This Certificate does not extend, alter or amend coverage afforded under this Policy.

Information contained herein is accurate as of date this Certificate is issued. The Policy may be cancelled or amended at any time in accordance with its terms, and the Insurer is under no obligation to notify any party relying on this Certificate of such cancellation or amendment.

General Exclusions

The following exclusions apply to all Benefits under this Policy. We will not pay for a Claim under the Policy if the Claim arises directly or indirectly out of or in relation to any of the following:

1. an Insured Person who has attained the age shown in the Policy Schedule against "Maximum Age Limit (sub limits may apply)" at the time of an Event.
2. any Benefit payment that would result in Us breaching any of the following:

    a. the Private Health Insurance Act 2007 (Cth) and the Private Health Insurance (Health Insurance Business) Rules; or
    b. the National Health Act 1953 (Cth); or
    c. the Health Insurance Act 1973 (Cth),

    as amended from time to time;
    the Insured Person being under the influence of intoxicating liquor or any other drug unless it was prescribed by a Medical Practitioner and taken in accordance with the Medical Practitioner's advice;
3. an Insured Person engaging in or taking part in naval, military or air force service or operations.
4. racing and/or time trials of any form, other than on foot;
5. the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
6. any deliberate self-inflicted harm or Injury, caused or committed by the Insured Person, including suicide or attempted suicide, reckless misconduct or any criminal or illegal act;
7. War, Civil War, rebellion, revolution, insurrection or military or usurped power in or 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 in the Insured's Country of Domicile or Country of Expatriation, or the Insured Person taking part in a riot or civil commotion;
8. an Insured Person engaging in or taking part in or training for Professional Sports of any kind;
9. an Insured Person engaging in air travel except as a passenger in any registered and licensed aircraft that carries passengers;
10. any Event attributable wholly or partly to childbirth or pregnancy or the complications of these.
11. a Pre-Existing Condition, unless the Pre-Existing Condition had been declared to and accepted by Us in writing;
12. Nuclear, Biological or Chemical Terrorism;

No cover is provided or deemed to be provided and We shall not be liable to pay for any Claim or to provide any Benefit hereunder

13. 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 Security Council (UNSC) resolutions or the trade or economic sanctions, laws or regulations of Australia, European Union, United Kingdom and/or the United States of America.
14. if any portion of the expense claimed under this Policy is covered by Medicare.

SCTP Commercial Motor Insurance
Certificate of Currency

Policy Number: 648925PZBI

ZURICH

Date of Issue
18 May, 2026

Insurer
Zurich Australian Insurance Limited
ABN 13 000 296 640

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 Product Disclosure Statement.

Period of Insurance	20/03/2026 to 20/03/2027
Endorsement effective date	10/04/2026

Insured

Insured Name	Village Management Services
ABN	38570810155
Address	80 Channel Road SHEPPARTON VIC, 3630
Policy Wording	Steadfast Commercial Motor Vehicle Insurance
Business Description	Residential Care For The Aged Operation

Vehicle(s) Summary

2015 Nissan NAVARA - 1PP2MS

Cover	Comprehensive
Section 1 - Own Damage	
Basis of Settlement	Market Value This value includes any specified accessories, modifications and/or attachments.
Section 2 - Third Party Liability	
Limit of Liability	$30,000,000
Dangerous Goods Limit of Liability	$1,000,000
Excess - basic	$650

Refer to the Product Disclosure Statement for additional excesses that may apply

Registration Number	1PP2MS
Year	2015
Vin/Serial Number	MNTCA2D23A0000350
Make	Nissan
Model	NAVARA
Variant	DX (4x2), DOUBLE CAB UTILITY, 7 SP AUTOMATIC, 4 Cylinders, Series NP300 D23
Vehicle Sum Insured	Market Value

Non-Standard Accessories

Type	Description	Estimated Value

Other	TRAY LINER	$500.00
Other	TOOL BOX	$600.00

Vehicle Use — Business

Are there any under 25 drivers? — None

Interested Parties — None

Endorsements

Endorsement # 1

Name	Nil excess will apply to windscreen and glass only claims
Wording	In the event of breakage of the windscreen or window glass of Your Vehicle where there is no other Damage to Your Vehicle, We will not apply any Excess.

2014 Kubota ZG222 Mower - 1DW9WR

Cover — Comprehensive

Section 1 - Own Damage

Basis of Settlement	$9,600 (Sum Insured or Market Value excluding GST whichever is the lesser) This value includes any specified accessories, modifications and/or attachments.

Section 2 - Third Party Liability

Limit of Liability	$30,000,000
Dangerous Goods Limit of Liability	$1,000,000
Excess - basic	$500

Refer to the Product Disclosure Statement for additional excesses that may apply

Registration Number	1DW9WR
Year	2014
Make	Kubota
Vehicle Description	ZG222 Mower
Vehicle Sum Insured	$9,600
Vehicle Use	Business
Are there any under 25 drivers?	None
Interested Parties	None

2020 Other TIPNGO, 8X5TIP, Box trailer - B78228

Cover — Comprehensive

Section 1 - Own Damage

Basis of Settlement	$9,000 (Sum Insured or Market Value excluding GST whichever is the lesser) This value includes any specified accessories, modifications and/or attachments.

Section 2 - Third Party Liability

Limit of Liability	$30,000,000
Dangerous Goods Limit of Liability	$1,000,000
Excess - basic	$500

Refer to the Product Disclosure Statement for additional excesses that may apply

Registration Number	B78228
Year	2020
Vin/Serial Number	6T9T20V86LA6VP177
Make	Other
Vehicle Description	TIPNGO, 8X5TIP, Box trailer
Vehicle Sum Insured	$9,000
Vehicle Use	Business
Are there any under 25 drivers?	None
Interested Parties	None

2025 Other Ecar A4LI - "Clyde" - TBA

Cover	Comprehensive

Section 1 - Own Damage

Basis of Settlement	$15,839 (Sum Insured or Market Value excluding GST whichever is the lesser) This value includes any specified accessories, modifications and/or attachments.

Section 2 - Third Party Liability

Limit of Liability	$30,000,000
Dangerous Goods Limit of Liability	$1,000,000
Excess - basic	$500

Refer to the Product Disclosure Statement for additional excesses that may apply

Registration Number	TBA
Year	2025
Make	Other
Vehicle Description	Ecar A4LI - "Clyde"
Vehicle Sum Insured	$15,839
Vehicle Use	Business
Are there any under 25 drivers?	None
Interested Parties	None

2016 Kubota RTV X900 - 1IL4MC

Cover	Comprehensive

Section 1 - Own Damage

Basis of Settlement	$17,000 (Sum Insured or Market Value excluding GST whichever is the lesser) This value includes any specified accessories, modifications and/or attachments.

Section 2 - Third Party Liability

Limit of Liability	$30,000,000
Dangerous Goods Limit of Liability	$1,000,000
Excess - basic	$500

Refer to the Product Disclosure Statement for additional excesses that may apply

Registration Number	1IL4MC
Year	2016
Make	Kubota
Vehicle Description	RTV X900
Vehicle Sum Insured	$17,000
Vehicle Use	Business
Are there any under 25 drivers?	None
Interested Parties	None

2019 Kubota SSV65 Skid Steer 11953

Cover	Comprehensive

Section 1 - Own Damage

Basis of Settlement	$65,000 (Sum Insured or Market Value excluding GST whichever is the lesser) This value includes any specified accessories, modifications and/or attachments.

Section 2 - Third Party Liability

Limit of Liability	Not Insured
Dangerous Goods Limit of Liability	Not Insured
Excess - basic	$700

Refer to the Product Disclosure Statement for additional excesses that may apply

Year	2019
Vin/Serial Number	11953
Make	Kubota
Vehicle Description	SSV65 Skid Steer
Vehicle Sum Insured	$65,000
Vehicle Use	Business
Are there any under 25 drivers?	None
Interested Parties	None

Endorsements

Endorsement # 1

Name	Terrorism charge exclusion
Wording	Terrorism charge exclusion

2023 Other Ecar NC13410 Golf Buggy "Bonney" - TBA

Cover	Comprehensive

Section 1 - Own Damage

Basis of Settlement	$14,688 (Sum Insured or Market Value excluding GST whichever is the lesser) This value includes any specified accessories, modifications and/or attachments.

Section 2 - Third Party Liability

Limit of Liability	$30,000,000
Dangerous Goods Limit of Liability	$1,000,000
Excess - basic	$500

Refer to the Product Disclosure Statement for additional excesses that may apply

Registration Number	TBA
Year	2023
Vin/Serial Number	LTA0161335
Make	Other
Vehicle Description	Ecar NC13410 Golf Buggy "Bonney"
Vehicle Sum Insured	$14,688
Vehicle Use	Business
Are there any under 25 drivers?	None
Interested Parties	None

2015 Other Dunbier, WTOYST, Boat trailer - 88574B

Cover	Comprehensive

Section 1 - Own Damage

Basis of Settlement	$5,100 (Sum Insured or Market Value excluding GST whichever is the lesser) This value includes any specified accessories, modifications and/or attachments.

Section 2 - Third Party Liability

Limit of Liability	$30,000,000
Dangerous Goods Limit of Liability	$1,000,000
Excess - basic	$500

Refer to the Product Disclosure Statement for additional excesses that may apply

Registration Number	88574B
Year	2015
Vin/Serial Number	6FJDDD333F2295073
Make	Other
Vehicle Description	Dunbier, WTOYST, Boat trailer
Vehicle Sum Insured	$5,100
Vehicle Use	Business
Are there any under 25 drivers?	None
Interested Parties	None

2016 Other JUNRIS, B106T, Boat trailer - 88573B

Cover	Comprehensive

Section 1 - Own Damage

Basis of Settlement	$5,100 (Sum Insured or Market Value excluding GST whichever is the lesser) This value includes any specified accessories,

	modifications and/or attachments.
Section 2 - Third Party Liability	
Limit of Liability	$30,000,000
Dangerous Goods Limit of Liability	$1,000,000
Excess - basic	$500
Refer to the Product Disclosure Statement for additional excesses that may apply	
Registration Number	88573B
Year	2016
Vin/Serial Number	6LVTAN106GC000024
Make	Other
Vehicle Description	JUNRIS, B106T, Boat trailer
Vehicle Sum Insured	$5,100
Vehicle Use	Business
Are there any under 25 drivers?	None
Interested Parties	None

2025 Toro 8000 Z Master 42" 74316 Ride on Mower 417997505

Cover	Comprehensive
Section 1 - Own Damage	
Basis of Settlement	$35,200 (Sum Insured or Market Value excluding GST whichever is the lesser) This value includes any specified accessories, modifications and/or attachments.
Section 2 - Third Party Liability	
Limit of Liability	Not Insured
Dangerous Goods Limit of Liability	Not Insured
Excess - basic	$500
Refer to the Product Disclosure Statement for additional excesses that may apply	
Year	2025
Vin/Serial Number	417997505
Make	Toro
Vehicle Description	8000 Z Master 42" 74316 Ride on Mower
Vehicle Sum Insured	$35,200
Vehicle Use	Business
Are there any under 25 drivers?	None
Interested Parties	None

2025 Toro 8000 Z Master 42" 74316 Ride on Mower 417997501

Cover	Comprehensive
Section 1 - Own Damage	
Basis of Settlement	$35,200 (Sum Insured or Market Value excluding GST whichever is the lesser) This value includes any specified accessories,

	modifications and/or attachments.

Section 2 - Third Party Liability

Limit of Liability	Not Insured
Dangerous Goods Limit of Liability	Not Insured
Excess - basic	$500
Refer to the Product Disclosure Statement for additional excesses that may apply	
Year	2025
Vin/Serial Number	417997501
Make	Toro
Vehicle Description	8000 Z Master 42" 74316 Ride on Mower
Vehicle Sum Insured	$35,200
Vehicle Use	Business
Are there any under 25 drivers?	None
Interested Parties	None

20. **Unspecified accessories – applicable to Option 1: Comprehensive cover and Option 2: Fire, Theft and Third Party Property Damage Liability**

    We will pay for Damage to Non-Standard Accessories, Attachments or Modifications (excluding mobile phones) that are not specified as Non-Standard Accessories, Attachments or Modifications in Your Policy Schedule.

    The maximum amount We will pay for Damage to such Non-Standard Accessories, Attachments and Modifications, per Event, is:

    a. $5,000; or

    b. the maximum amount We have agreed to pay You for Damage to Your Vehicle in accordance with the Basis of Settlement,

    whichever is the lesser.

    However, this is on the basis that any amount payable under this Additional Benefit will be:

    i. included in calculating the maximum amount We will pay You for Damage to Your Vehicle in accordance with the Basis of Settlement; and

    ii. allowance for value, depreciation, age and wear and tear of the attached or installed items.

    This Additional Benefit also applies to items such as gates, chains and tarpaulins when they are in or attached to Your Vehicle.

21. **Windscreen claims – applicable to Option 1: Comprehensive cover only**

    In the event of breakage of the windscreen or window glass of Your Vehicle that is less than 2 tonnes carrying capacity where there is no other Damage to Your Vehicle, We will not apply any Excess.

OPTIONAL COVER AVAILABLE UNDER SECTION 1

The following Optional Cover forms part of Your Policy only when shown in Your Policy Schedule and is subject to all terms, conditions and exclusions of the Policy.

Hire costs following an accident

Where Your Vehicle is a sedan, car, station wagon, 4WD, utility, van or truck with less than 2 tonnes carrying capacity that suffers Damage as a result of an Accident covered under Section 1 of this Policy but You are unable to use Your Vehicle as a result of the Accident, We will pay the reasonable cost of hiring a replacement Vehicle of a similar type to Your Vehicle that has suffered Damage.

The most We will pay is $150 per day up to a maximum of $5,000 per Event.

Cover will cease after 30 days or when the Vehicle is repaired and returned to You or when We pay You for a Total Loss, whichever occurs first.

EXCLUSIONS APPLICABLE TO SECTION 1

We will not cover:

1. **Loss of use**

   any loss or Damage suffered because You cannot use Your Vehicle.

2. **Tyres and Tracks**

   loss or Damage to tyres, rubber tracks of Mobile Plant or wheel rims caused by braking, road punctures, cuts or bursts except as provided under Additional Benefits applicable to Section 1 Tyre replacement.

3. **Wear and tear and breakdown**

   loss or Damage caused by wear and tear, rust, corrosion, depreciation, or mechanical, structural, electrical or computer failures, malfunctions or non-performance. However, We will cover loss or Damage to Your Vehicle, if an Accident occurs as a result of wear and tear, rust, corrosion, depreciation, or mechanical, structural, electrical or computer failures, malfunctions or non-performance.

4. **Obsolete parts**
   any amount greater than the manufacturer's latest list price for the supply of any part that is not available locally.

5. **Safeguarding your vehicle**
   for loss or Damage due to failure to secure Your Vehicle after it has broken down or been Damaged.

6. **Theft by hirer**
   for theft or attempted theft of Your Vehicle by a hirer of Your Vehicle.

7. **Old damage**
   the costs of repairing pre-existing Damage, or the costs of fixing faulty repairs.

8. **Intentional damage**
   for loss or Damage intentionally caused by You or a person acting with Your express or implied consent.

9. **Fuel or Additive, Inadequate Oil, Coolant or Lubricant**
   for loss or Damage to:

   a. Your Vehicle (that is not a sedan, car, station wagon, 4WD, utility or van less than 5 tonnes carrying capacity) caused by the use (or misuse) of an incorrect fuel type or additive; or

   b. Your Mobile Plant caused by a failure to maintain adequate oil, coolant or lubricant. However, this Exclusion 9b. will not apply to an Accident or fire caused by such failure which results in loss or Damage to Your Mobile Plant.

c. the other Vehicle was uninsured; and

d. You can tell Us who the other driver was and identify the other Vehicle and supply the registration number; and

e. the amount of the claim exceeds all applicable Excesses under the Policy and is not a claim for windscreen Damage.

Where the cause of the Accident is in dispute You will be required to pay the Excess and the Excess will be refunded if We are successful in establishing the fault of the other driver.

EXCLUSIONS APPLICABLE TO SECTION 2

We will not be liable under Section 2 for:

1. Aircraft liability

any liability of whatsoever nature in connection with loss or damage to any Aircraft resulting from an Accident caused by, or arising out of, the use of Your Vehicle.

2. Fines, penalties, punitive damages

any fines, penalties, or aggravated, exemplary or punitive damages.

3. Pollution

a. property damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of Pollutants or contaminated substances into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water);

b. property damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of Pollutants or contaminated substances caused by any product that has been discarded, dumped, abandoned or thrown away by others;

c. the cost of removing, nullifying or cleaning up Pollutants or contaminated substances; or

d. the cost of preventing the escape of Pollutants or contaminated substances.

This Exclusion shall not apply where the claim arises from a sudden identifiable, unintended and/or unexpected Event which takes place in its entirety at a specific time and place during the Period of Insurance and arises from the use of Your registered Vehicle.

4. Property in your custody or control

a. damage to property that is owned by You;

b. damage to property which is in Your physical or legal control; or

c. loss of use arising out of or from the loss or damage to any property in Your physical or legal control.

For the purpose of this Exclusion only:

i. Employees or visitor's Vehicles whilst contained within a car park or premises;

ii. premises leased or rented to You; or

iii. Your Vehicle including any Vehicle referred to in Additional Benefits applicable to Section 2 – 'Movement of other Vehicles' and 'Non-owned Trailers liability',

are not deemed to be in Your custody or control.

5. Statutory liability

any liability of whatsoever nature You or other covered persons incur to pay compensation which is the subject of any statutory compulsory insurance or fund, or accident compensation scheme.

6. Tool of trade

any liability of whatsoever nature in connection with Your Vehicle, or any item of plant or equipment attached to Your Vehicle, being used as a Tool of Trade.

7. Trailers

a. for damage or liability of whatsoever nature caused or contributed to by more than the legally permitted number of Trailers attached to Your Vehicle;

b. for damage to any Trailer that You do now own, other than as provided for by the Additional Benefit applicable to Section 2 - 'Non-Owned Trailer Liability';

c. damage to any Caravan that You do not own.

8. Unregistered vehicles

any liability of whatsoever nature if Your Vehicle is unregistered at the time of the Accident giving rise to the claim.

We will, however, cover your liability in respect of the unregistered vehicle in a place that requires registration, provided you have complied with the appropriate Legislative Requirements and obtained necessary permits to operate the unregistered vehicle in places that require registration.

9. Vibration / vehicle weight

Loss, damage to property or liability that is caused by:

a. vibration; or

b. the weight of Your Vehicle exceeding any lawful requirements or advisory signs.

10. Delivery or Collection Away From the Registered Motor Vehicle

any liability arising or occurring beyond the limits of a carriageway or thoroughfare declared a designated road, whilst merchandise is being delivered away from, or collected and being conveyed to, Your registered Vehicle.

EXCLUSIONS APPLICABLE TO BOTH SECTION 1 AND SECTION 2

The following General Policy Exclusions apply to the whole Policy.

We will not pay any claim for loss, Damage or liability in connection with or arising directly or indirectly from:

1. **Asbestos**
   or arising out of, resulting from or in consequence of, contributed to or aggravated by or in any way involving asbestos, asbestos products or asbestos contained in any products.

2. **Approved Fuel Systems**
   any fuel system which does not comply with the relevant Legislative Requirements.

3. **Aviation Works & Activities**
   a. in any way from Aviation Works; or
   b. any aviation activity and/or any activity either within or on airport taxi-ways, parking stations, landing grounds, tarmac or the like, all known as airside, or any temporary landing ground.

4. **Bitumen and/or concrete setting**
   the setting or hardening of any bitumen, concrete, cement or similar products or their derivatives, unless You have demonstrated You have taken all reasonable steps to remove the concrete, bitumen or similar product from Your concrete agitator barrel, bowl, or concrete pump.

5. **Contractual liability**
   an undertaking or indemnity given or contracted by You without Our written consent, provided that this exclusion will not apply if such Damage or liability:
   a. would have attached notwithstanding such undertaking or indemnity; or
   b. was assumed under a contract which was specifically designated in Your Policy Schedule.

6. **Dual / Multi Lifting Devices**
   the operation of any crane or lifting device insured by this Policy whilst being used in any raising, carrying or lowering operation in which a single load is shared by two or more cranes or lifting devices unless Our prior consent has been obtained in writing.

7. **Dangerous goods**
   Your Vehicle being used to carry any goods or substance:
   a. that is shown in the current Australian Code for the Transport of Dangerous Goods by Road or Rail or the current Australian Code for the Transport of Explosives by Road or Rail as Goods too Dangerous to transport; or
   b. while any such substance is being moved to or from Your Vehicle or while any such substance is being loaded or unloaded from Your Vehicle which does not comply with the relevant Codes; or
   c. that falls within 'Class 6.2 Toxic and Infective Substances' or 'Class 7 Radioactive Substances' as defined under the Dangerous Goods Code;

   notwithstanding the cover limit listed above in 'Third Party Property Damage Liability'.

8. **Geographical limitations**
   Your Vehicle being outside the Commonwealth of Australia at the time of the Damage or liability, unless We agree in writing to the contrary.

9. **Hire or reward**
   Your Vehicle being:
   a. used to carry passengers for hire or reward, except for a private pooling arrangement or when You receive a travelling allowance from Your full time employer;
   b. let out on hire, unless:
      i. Your Vehicle was operated by You or one of Your Employees; or
      ii. We have agreed in writing to provide Dry Hire cover for Vehicles which are not Mobile Plant.

10. **Hooks and Hoists**
    from goods falling from the hook or hoisting apparatus of any crane or similar lifting equipment.

11. **Overloading**
    Your Vehicle (or any Trailer that is being towed by Your Vehicle), being used to:
    a. carry number of passengers in excess of that for which it was constructed, registered or licensed, or contrary to the manufacturer's recommendations; or
    b. carry, lift, haul or tow a load in excess of that for which it was designed, constructed, registered or licensed, or used contrary to the manufacturer's recommendations.

    This Exclusion will not apply if You can prove that:
    i. You did not allow such use of Your Vehicle; and
    ii. You had no reason to suspect that Your Vehicle was being used in that manner; or
    iii. the Damage or liability incurred was not caused by, or contributed to, by such excess of passengers and/or load.

12. **Personal Property and Property in Your Custody**
    property belonging to or in the custody of You or any person entitled to cover under Section 2.

    This exclusion shall not apply to Employees or visitor's Vehicles whilst contained within a car park owned or operated by You.

13. **Seizure of Your Vehicle**
    a. lawful seizure, confiscation or acquisition of Your Vehicle; or
    b. any person lawfully repossessing or attempting to lawfully repossess Your Vehicle, where Your Vehicle is used as security for a debt.

14. **Stock in trade**
    Your Vehicle forming part of the stock in trade of Your Business.

15. **Trailers**
    more than the legally permitted number of trailers attached to Your Vehicle.

16. **Underground mining**
    Your Vehicle being:
    a. used for drilling or tunnelling whilst underground; or
    b. operated, used or driven in an underground mine or mining shaft.

17. Use of Your vehicle

a. Your Vehicle being driven by any person impaired by or under the influence of any drug or alcohol, or by any person with a percentage of drug or alcohol in their breath, saliva or blood in excess of the percentage permitted by the relevant legislative requirement. However, if You did not know that the driver of Your Vehicle was so affected, We will cover You but not the driver of Your Vehicle;

b. Your Vehicle being driven by any person who refuses a request from a person with legal authority to take a breath, saliva, blood or other test to determine the percentage of drugs or alcohol in the person's breath or blood. However, if You did not know that the driver of Your Vehicle refused to submit to the test, We will cover You but not the driver of Your Vehicle;

c. an Accident caused by a person who was not licensed to drive Your Vehicle but this exclusion will not apply where:

   i. the person is driving Your Vehicle without Your consent; or

   ii. the person is driving Your Vehicle with Your consent but:

      1. the driving licence produced to You by that person has been forged or was the subject of an unauthorised alteration which could not have been reasonably discerned from the driving licence produced to You; or

      2. the driving licence produced would, if it had been valid, have authorised that person to drive the particular category or type of Vehicle which was to be driven with Your consent; or

      3. You do not know or could not reasonably have known that person did not have a licence to drive Your Vehicle.

   We will not waive Our right of subrogation against that person but Our right of subrogation is subject to the Insurance Contracts Act 1984 (Cth).

d. Your Vehicle being:

   i. used in connection with the motor trade for experiment, test, trial, demonstration or towing;

   ii. used for any illegal purpose with Your consent;

   iii. used in connection with a race, trial, test, contest or other sports event;

   iv. tested other than in connection with service or repair by a person who is qualified to carry out the service or repair or who is acting under the supervision of such a person; or

   v. used in an unroadworthy or unsafe condition. However, We will cover You if You can prove that the condition could not reasonably have been detected by You or that the loss, Damage or liability was not caused by or contributed to by the unroadworthy or unsafe condition.

e. Your Vehicle is being operated or driven in any autopilot or Autonomous Vehicle mode.

18. Vehicles on rails / cables

Your Vehicle being used to run on rails, tram tracks or cables.

19. Wilful Damage

You, anyone acting on Your behalf or any other covered persons intentionally causing wilful damage or injury.

20. War, terrorism, radioactivity and weapons

any of the following, regardless of any other cause or Event contributing concurrently or in any other sequence to the loss:

a. war, invasion, acts of foreign enemies, hostilities or war like 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, or any looting, sacking or pillaging following any of these;

b. any Act(s) of Terrorism;

c. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, and radioactive isotopes of nuclear fuel;

e. any electromagnetic weapon;

f. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

g. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter emitting from any such weapon or device; or

h. any chemical, biological or bio-chemical weapon.

The Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to the clauses noted above.

21. Inexperienced Drivers – Articulated Vehicles (Prime Movers) over 400km

Your articulated Vehicle (being a prime mover towing one or more trailers) where:

a. it is carrying any of the following cargo type:

   i. Dangerous Good;

   ii. Refrigerated Goods; or

   iii. Livestock; and

b. the radius from base for its journey is greater than 400km, and

c. it is driven by or in the charge of a person with less than 2 years total Australian articulated driving experience.

22. Age Restriction – Two Up Prime Mover Operations

Your articulated Vehicle(s) being used as a part of a Two Up Operation whilst being driven by or in the charge of any person under 23 Years of age. For the purposes of this exclusion only, Two Up Operation means where Your Vehicle is a prime mover operated with more than one driver where those drivers share the driving during the course of the journey.

23. Limitations of cover for mobile cranes, drilling and piling rigs

Where a mobile crane, drilling rig or a piling rig is shown in Your Policy Schedule under Vehicle description, then We will not indemnify You for any loss, Damage or liability caused directly or indirectly by, arising from or in connection with the:

a. deliberate or reckless overloading of Your Vehicle;

b. deliberately or recklessly incorrect loading of Your Vehicle;

c. failure of:

   i. You;

   ii. a director or partner of Yours or an Employee; or

   iii. a person engaged in the operation of Your Vehicle,

   to knowingly not service, maintain, use or operate Your Vehicle strictly in compliance with systems and procedures imposed or recommended by law, Australian Standards, industry standards or manufacturers' or distributors' recommendations or guidelines;

d. operation of Your Vehicle while its load-measuring instruments or limiters are known or suspected to be defective, inoperative or turned off by:
   i. You;
   ii. a director or partner of Yours or an Employee; or
   iii. person engaged in the operation of Your Vehicle;
e. acts or omissions of:
   i. You;
   ii. a director or partner of Yours or an Employee; or
   iii. a person engaged in the operation of Your Vehicle,

   with the intention of causing, or with reckless disregard of the risk of causing, injury, or loss or damage to person or property;
f. tests or experiments imposing abnormal operating conditions on Your Vehicle;
g. scratching or chipping of painted or polished surfaces;
h. rusting, erosion, gradual deterioration, wear and tear, defect of any type, fatigue, lack of lubricant, lack of coolant, incorrect lubricant, incorrect coolant or electrical failure, unless You prove that prior to the loss or Damage:
   i. neither You nor any Employee nor any person engaged in the operation of Your Vehicle was aware of such deterioration or issue; and
   ii. a casual inspection of Your Vehicle would not have revealed such deterioration or issue;
i. drill pipes, collars, rock bits, reamers, stabilisers, core barrels, lugging equipment, casing and tools of all kinds occurring while below the rotary table, whilst performing horizontal and/or vertical drilling / boring activities; or
j. Your Vehicle while being used for oil, gas or geothermal drilling or in connection with existing oil, gas or geothermal wells.