



# Liability

## Insurance Schedule

Date: 01/07/2024

POLICY NUMBER: 007ZN/0312541

**Insured:** Hosts of job seekers undertaking Work for the Dole - Community Support Projects, and owners of private property, land lease holders and farms who are receiving assistance from job seekers of Work for the Dole – Community Support Projects and/or its/their subsidiary and/or related bodies corporate, as defined in the Corporations Act 2001 (Cth), including any subsidiary acquired or incorporated during the Period of Insurance, and/or all joint venture companies where the Named Insured has accepted an obligation to insure and/or financiers, all for their respective rights, liabilities and interests.

**Additional Insureds:** None Applying

**Interested Parties:** None Applying

**Period of Insurance:** From: 30/06/2024 at 4:00 PM at the Insureds principal place of business  
To: 30/06/2025 at 4:00 PM at the Insureds principal place of business

**Business:** People involved in Work for the Dole – Community Support Projects that work on private farms in activities such as maintaining irrigation channels, hand feeding and watering livestock, and upgrading of community facilities. Other examples include fencing, maintaining buildings, tree pruning, cattle maintenance, stock feeding, removal of noxious weeds, general farm duties, irrigator, general labouring, sheep shearing, drenching. Assistance and clean-up of: the environment, public infrastructure, farms, private dwellings, private/NGO enterprises following a natural disaster and/or activities incidental thereto

**Principal Place of Business:** 16-18 Mort Street, Canberra ACT 2601

**Estimated Turnover:** \$1

**Specified Contracts:** None Applying

### LIMIT OF INDEMNITY

Public Liability	\$20,000,000	any one Occurrence
Product Liability	\$20,000,000	any one Period of Insurance
Care Custody and Control	\$250,000	any one Period of Insurance



## EXCESS

Personal Injury	\$2,500	any one Occurrence
Property Damage	\$2,500	any one Occurrence
Contractors / Labour Hire / Worker on Site	\$50,000	any one Occurrence

## WORDING

AJG (Pen) Hosts LIA wording (2015-16) with the following endorsements:

## ENDORSEMENTS

### Sexual Molestation Exclusion

The following additional Exclusion is added to this Policy:

This Policy does not cover liability arising directly or indirectly from or caused by, contributed to by or arising from sexual assault, abuse or molestation or attempt thereof committed or alleged to have been committed by an Insured.

Furthermore, the Insurer shall have no duty to defend any claim, action, suit, proceeding, investigation or inquiry connected therewith.

### Cyber and Data Total Exclusion Endorsement

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
  - 1.1 Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; or
  - 1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a Cyber Act, Cyber Incident or Data, and, if in conflict with such wording, replaces it.
4. If the Underwriters allege that by reason of this endorsement that loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

### Definitions

5. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
6. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
7. Cyber Incident means:
  - 7.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 7.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

LMA5468 4 November 2020

### **Contractors and Subcontractors Exclusion**

The following additional Exclusion is added to this Policy:

This Policy does not cover any liability arising directly or indirectly from or caused by, contributed to by or arising from any action, omission or otherwise of:

1. any contractor or subcontractor of the Insured,
2. any contractor or subcontractor of any contractor or subcontractor of the Insured or any tier thereof,
3. any director, executive officer, employee or partner of any contractor or subcontractor (or any of their contractors or subcontractors) of the Insured or any tier thereof.

Notwithstanding the foregoing, it is noted that this Exclusion shall not apply to the Insured stated in the Schedule or any entity designated in part 2.7 Definition of Insured, for their own liabilities arising out of any action, omission or otherwise of any contractor, subcontractor or other entity in (1), (2) or (3).

### **Biosecurity Exclusion (062020 v 1)**

The following additional Exclusion is added to the policy;

The Insurer shall not be liable to indemnify the Insured in respect of any claim, liability, loss, cost, expense, directly or indirectly arising out of, related to, or in connection with a Listed Human Disease or any directly or indirectly related condition or threat or fear thereof (whether actual or perceived).



Listed Human Disease shall mean any disease declared to be a listed human disease under the Biosecurity Act 2015 (Cth) or its current equivalent, as amended or replaced from time to time, or any infectious disease that is declared a pandemic by the World Health Organisation.

### **Sanction Limitation and Exclusion Clause**

The Insurer shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the insurer or any member of the insurer's group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

### **Work for the Dole – Community Support Projects Endorsement**

It is hereby declared and agreed that this policy will only cover liability that arises as a result of the denial of a claim made under the Insured's own public liability policy due to the invoking of exclusions relating to:

- a) Claims made by family members and others residing on the property who are participating in Work for the Dole – Community Support Projects.
- b) Claims made by volunteers and those on the Government Work Experience Programs known as Work for the Dole – Community Support Projects.

### **Hosts of Work for the Dole – Community Support Projects Endorsement**

It is hereby declared and agreed that the Hosts of Work for the Dole – Community Support Projects, and owners of private property, land lease holders and farms who are receiving assistance from participants of Work for the Dole – Community Support Projects, have at least \$10,000,000 public liability insurance.

In some cases there are specific exclusions for volunteers and those on Government Work Experience (and similar) programs – which would include Community Support Projects. The purpose of the proposed policy is to provide Difference in Conditions cover where a claim under an Insured's Host Public Liability policy is denied due to the existence of the above aforementioned exclusions.



## PREMIUM AND CHARGES

As Agreed

Adjustment Rate: Not Applicable

## INSURER

50% Certain Underwriters at Lloyd's under Agreement No. B1263EC0011624

50% Berkley Insurance Company trading as Berkley Re Australia (ABN 53 126 559 706)

Signed on Behalf of the Insurer

Date: 01/07/2024

