



Certificate of Currency

17 July 2023
Ref: 19060430

Re: MARGARET RIVER BUSSELTON TOURISM ASSOCIATION

This certificate of insurance confirms that cover has been issued subject to payment, policy terms and conditions.

Class : PUBLIC LIABILITY
Policy No. : 2003GL11106AM
Period : 30/06/23 to 30/06/24
Insurer : LLOYD'S OF LONDON - B5 TOURISM

Covering:

INSURED: MARGARET RIVER BUSSELTON TOURISM ASSOCIATION &/OR
EAGLES HERITAGE - MARGARET RIVER RAPTOR WILDLIFE CENTRE

SITUATION: AT AND FROM
1) 100 BUSSELL H'WAY MARGARET RIVER WA 6285
2) 341 BOODJIDUP RD, MARGARET RIVER WA 6285

UNDERWRITER: CERTAIN UNDERWRITERS AT LLOYD'S UNDER AGREEMENT
NUMBER ASRGLB2023
UNIQUE MARKET REFERENCE NUMBER: B1670ASRGLB2023

NOTE THAT IN EFFECTING THIS CONTRACT WE ARE ACTING UNDER THE AUTHORITY GIVEN TO US BY CERTAIN UNDERWRITERS AT LLOYD'S AND ARE ACTING AS AN AGENT FOR THE INSURER AND NOT THE INSURED.

COVERAGE

LEGAL LIABILITY IN RESPECT TO TOURIST ASSOCIATIONS, TOURIST BUREAUS, INCLUDING CAFES, LIGHTHOUSE AND CAVE TOUR OPERATORS

JURISDICTION: WORLDWIDE EXCLUDING USA AND CANADA

LIMIT OF INDEMNITY

SECTION A: PUBLIC LIABILITY:
\$20,000,000 ANY ONE OCCURRENCE.

SECTION B: POLLUTION LIABILITY:

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\$20,000,000 ANY ONE OCCURRENCE AND IN ALL IN THE PERIOD OF INSURANCE.

SECTION C: PRODUCTS LIABILITY:

\$20,000,000 ANY ONE OCCURRENCE AND IN ALL IN THE PERIOD OF INSURANCE.

EXCESS: \$2,500 EACH & EVERY CLAIM

POLICY WORDING: ASR UNDERWRITING TOURISM COMBINED LIABILITY
WORDING 01/11/2018

CONDITIONS OF COVER

- * INCIDENT REPORTING PROCEDURES TO BE IMPLEMENTED WITHIN ONE WEEK OF INCEPTION INCLUDING PROCEDURES TO INFORM INSURERS OF ALL INCIDENTS WITHIN SEVEN DAYS ONCE FIRST NOTIFIED
- * REMITTANCE MUST BE RECEIVED IN OUR OFFICE WITHIN THIRTY (30) DAYS OF RENEWAL OF COVER.
- * WAIVER SYSTEM TO BE IN PLACE
- * CONFIRMATION THAT THE BUSINESS AND EMPLOYEES COMPLY WITH ALL REGULATIONS, LICENCES AND PERMITS REQUIRED BY ALL STATUTORY AUTHORITIES AND ANNUAL CHECKS OF THE ABOVE ARE UNDERTAKEN
- * MINIMUM INSURANCE REQUIREMENTS FOR SUBCONTRACTORS, INCLUDING EVIDENCE OF INSURANCE BEING OBTAINED AND MAINTAINED ON FILE FOR A MINIMUM 3 YEARS
- * INSURED IS A MEMBER OF A RECOGNISED TOURIST ASSOCIATION
- * REGULAR EQUIPMENT CHECKS ARE UNDERTAKEN AND MAINTENANCE COMPLETED PRIOR TO HIRING.
- * WRITTEN MAINTENANCE AND CLEANING PROCEDURES ARE IN PLACE OR OTHERWISE IN PLACE WITHIN 6 WEEKS OF INCEPTION

EXTENSIONS:

TENANTS LIABILITY;

GOODS IN THE PHYSICAL AND/OR LEGAL CONTROL (LIMITED TO \$50,000)

MAJOR EXCLUSIONS AS PER THE POLICY WORDING INCLUDING THOSE STATED IN THE SCHEDULE OF COVER.

ATTACHING TO AND FORMING PART OF COMMERCIAL GENERAL LIABILITY FORM

ANIMAL CONDITIONS

IT IS A CONDITION OF COVER UNDER THIS POLICY THAT THE INSURED COMPLIES WITH THE FOLLOWING:

1. CUSTOMERS MUST BE ADVISED (EITHER VERBALLY OR THROUGH SIGNAGE) TO WASH THEIR HANDS AFTER CONTACT WITH ANIMALS, AND ANTIBACTERIAL HAND WASH SHOULD BE AVAILABLE;
2. HANDLING OF ANIMALS BY CUSTOMERS IS SUPERVISED BY TRAINED AND EXPERIENCED INDIVIDUALS;
3. ANY ANIMALS SHOWING SIGNS OF TIREDNESS OR AGGRESSION SHOULD NOT BE HANDLED BY THE PUBLIC;
4. ANIMAL WASTE IS REMOVED IMMEDIATELY FROM ANY PUBLIC AREAS;
5. A FIRST AID KIT IS ON HAND FOR ANY MINOR INJURIES ARISING FROM CONTACT WITH ANIMALS;

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6. ANIMALS ARE KEPT IN SECURE ENCLOSURES.

COMMUNICABLE DISEASE EXCLUSION

1. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY WITHIN THIS POLICY, THIS POLICY DOES NOT COVER ALL ACTUAL OR ALLEGED LOSS, LIABILITY, DAMAGE, COMPENSATION, INJURY, SICKNESS, DISEASE, DEATH, MEDICAL PAYMENT, DEFENCE COST, COST, EXPENSE OR ANY OTHER AMOUNT, DIRECTLY OR INDIRECTLY AND REGARDLESS OF ANY OTHER CAUSE CONTRIBUTING CONCURRENTLY OR IN ANY SEQUENCE, ORIGINATING FROM, CAUSED BY, ARISING OUT OF, CONTRIBUTED TO BY, RESULTING FROM, OR OTHERWISE IN CONNECTION WITH A COMMUNICABLE DISEASE OR THE FEAR OR THREAT (WHETHER ACTUAL OR PERCEIVED) OF A COMMUNICABLE DISEASE.
2. FOR THE PURPOSES OF THIS ENDORSEMENT, LOSS, LIABILITY, DAMAGE, COMPENSATION, INJURY, SICKNESS, DISEASE, DEATH, MEDICAL PAYMENT, DEFENCE COST, COST, EXPENSE OR ANY OTHER AMOUNT, INCLUDES, BUT IS NOT LIMITED TO, ANY COST TO CLEAN-UP, DETOXIFY, REMOVE, MONITOR OR TEST FOR A COMMUNICABLE DISEASE.
3. AS USED HEREIN, A COMMUNICABLE DISEASE MEANS ANY DISEASE WHICH CAN BE TRANSMITTED BY MEANS OF ANY SUBSTANCE OR AGENT FROM ANY ORGANISM TO ANOTHER ORGANISM WHERE:
 - 3.1. THE SUBSTANCE OR AGENT INCLUDES, BUT IS NOT LIMITED TO, A VIRUS, BACTERIUM, PARASITE OR OTHER ORGANISM OR ANY VARIATION THEREOF, WHETHER DEEMED LIVING OR NOT, AND
 - 3.2. THE METHOD OF TRANSMISSION, WHETHER DIRECT OR INDIRECT, INCLUDES BUT IS NOT LIMITED TO, AIRBORNE TRANSMISSION, BODILY FLUID TRANSMISSION, TRANSMISSION FROM OR TO ANY SURFACE OR OBJECT, SOLID, LIQUID OR GAS OR BETWEEN ORGANISMS, AND
 - 3.3. THE DISEASE, SUBSTANCE OR AGENT CAN CAUSE OR THREATEN BODILY INJURY, ILLNESS, EMOTIONAL DISTRESS, DAMAGE TO HUMAN HEALTH, HUMAN WELFARE OR PROPERTY DAMAGE.

LMA5396 17 APRIL 2020

**ENDORSEMENT NO: 1
ACTIVITIES EXCLUSION**

THIS POLICY DOES NOT COVER LOSS, INJURY, DAMAGE, LIABILITY OR EXPENSE ARISING DIRECTLY OR INDIRECTLY OUT OF THE FOLLOWING ACTIVITIES;

BUNGEE JUMPING, CANYONEERING, CAVING, HANG GLIDING, HELI-HIKING/HELI-SKIING, HORSE RIDING AND OTHER RELATED EQUINE RELATED ACTIVITIES, HOT AIR BALLOON RIDES, HUNTING, ICE CLIMBING, ICE FISHING, MOTORCYCLE/ATVS, MOUNTAIN BIKING, OWN VEHICLE IN A FOREIGN COUNTRY, PARASAILING, PROFESSIONAL SPORTS, ROCK/ROPE CLIMBING, RAPPELLING, ZIP LINE, SCUBA DIVING, SKIING AND SNOWBOARDING, STAG AND HEN PARTIES, WHITE WATER ACTIVITIES (CLASS 3-5 WATER), WORKING HOLIDAY RANCH AND LODGES, RACING, POLO PLAYING, HANG GLIDING, TREKKING, HELICOPTER ACTIVITIES, WATER SKIING, SNOW MOBILES, RODEOS, BASE JUMPING, CONTACT SPORTS, MOUNTAINEERING, SURFING, PARACHUTING, PARAGLIDING, CAGE DIVING, MOTOR SPORTS (MOTORCYCLES, QUAD BIKES, SPEED BOATS)

NOTE 'CAVE TOURS' DO NOT APPLY TO LISTED ACTIVITY EXCLUSION OF CAVING.

**ENDORSEMENT NO: 2
FIRST AID EQUIPMENT ENDORSEMENT**

IT IS A CONDITION OF COVER THAT A FULLY STOCKED FIRST AID KIT, ALONG WITH A CAMERA, IS CARRIED BY THE INSURED AT ALL TIMES.

**ENDORSEMENT NO: 3
CYCLING CONDITION**

IN CONNECTION WITH THE HIRING OUT OF A BIKE OR CYCLING TOURS, IT IS A CONDITION OF COVER THAT ALL PARTICIPANTS WEAR BIKE HELMETS AND IT IS THE RESPONSIBILITY OF THE INSURED TO ENSURE THAT SUCH HELMETS ARE WORN.

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ENDORSEMENT NO: 4

COMMUNICATION EQUIPMENT ENDORSEMENT

IT IS A CONDITION OF COVER THAT CHARGED AND FULLY OPERATING COMMUNICATION EQUIPMENT IS CARRIED BY THE TOUR OPERATOR ON THE TOUR AT ALL TIMES.

ENDORSEMENT NO: 5

SANCTION LIMITATION AND EXCLUSION CLAUSE

NO (RE)INSURER SHALL BE DEEMED TO PROVIDE COVER AND NO (RE)INSURER SHALL 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 THAT (RE)INSURER TO ANY SANCTION, PROHIBITION OR RESTRICTION UNDER UNITED NATIONS RESOLUTIONS OR THE TRADE OR ECONOMIC SANCTIONS, LAWS OR REGULATIONS OF THE EUROPEAN UNION, UNITED KINGDOM OR UNITED STATES OF AMERICA.
LMA3100

ENDORSEMENT NO:6

SEVERAL LIABILITY NOTICE

THE SUBSCRIBING (RE)INSURERS' OBLIGATIONS UNDER CONTRACTS OF (RE)INSURANCE TO WHICH THEY SUBSCRIBE ARE SEVERAL AND NOT JOINT AND ARE LIMITED SOLELY TO THE EXTENT OF THEIR INDIVIDUAL SUBSCRIPTIONS. THE SUBSCRIBING (RE)INSURERS ARE NOT RESPONSIBLE FOR THE SUBSCRIPTION OF ANY CO-SUBSCRIBING (RE)INSURER WHO FOR ANY REASON DOES NOT SATISFY ALL OR PART OF ITS OBLIGATIONS.
LSW 1001 (INSURANCE)

ENDORSEMENT NO:7

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



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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

This certificate is furnished at the request of the Insured as a matter of information only and does not constitute an insurance contract upon which claims can be made.

For and on behalf of ASR Underwriting Agencies Pty Ltd

Coverholder at **LLOYD'S**

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