



The Trustee for Insurance Services Unit Trust trading as
Allsopp Bunting Insurance
a Corporate Authorised Representative (No:1245605) of
McLardy McShane Partners Pty Ltd AFSL No: 232987
ABN 14 064 465 309
Gold Coast Office: 701/200 The Esplanade, Burleigh Heads Qld 4220
Sydney Office: 119 Willoughby Road, Crows Nest NSW 2065
P: (02) 9956 3858
E: fred@allsoppbunting.com.au

Attention: Steve Blowers
Company: YHA Ltd
Email: steve.blowers@yha.com.au
From: Fred Allsopp

We hereby confirm that we have arranged the insurance cover mentioned below:

Hunter Valley Youth Hostel
100 Wine Country Drive
NULKABA NSW 2325

CERTIFICATE OF INSURANCE

Date: 20/10/2020

Our Reference: YHAHV

TRANSFER RENEWAL

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Class of Policy: PUBLIC & PRODUCTS LIABILITY

Insurer: XL Insurance Company SE (Australia Branch)
PO Box R1117 Royal Exchange Sydney NSW 1225
ABN:

The Insured: Colleen And Nigel Worton, THE WORTON FAMILY TRUST
T/as Hunter Valley YHA

Policy No: AU00012746SP20A

Invoice No: 41836

Period of Cover:

From 30/09/2020
to 30/09/2021 at 4:00 pm

Details:

See attached schedule for a
description of the risk insured

IMPORTANT INFORMATION

The Proposal/Declaration:

- ☐ is to be received and accepted
by the Insurer
- ☒ has been received and accepted
by the Insurer

The total premium as at the
above date is:

- ☐ to be paid by the Insured
- ☐ part paid by the Insured
- ☐ paid in full by the Insured
- ☒ paid by monthly direct debit

Premium Funding

- ☐ This policy is premium funded

Please note that the policy defined above is subject to the receipt of the Proposal
Declaration and acceptance by the Insurer (if not already completed and accepted)
and subject to the full receipt and clearance of the total premium payable by the insured.

Schedule of Insurance

Class of Policy:	PUBLIC & PRODUCTS LIABILITY	Policy No:	AU00012746SP20A
The Insured:	Colleen And Nigel Worton, THE WORTON FAMILY TRUST T/as Hunter Valley YHA	Invoice No:	41836

NAME OF INSURED:	The Trustee for THE WORTON FAMILY TRUST t/as Hunter Valley Youth Hostel;Colleen and Nigel Worton and/or subsidiary and/or related Corporations as defined under Australian Corporations Law and/or financiers and all parties for whom the Insured undertakes to insure for their respective rights, interests and liabilities.		
DESCRIPTION OF BUSINESS:	Principally Budget Accommodation Provider, Bar, Restaurant and Café Operator and any other activity incidental thereto.		
INTEREST INSURED:	The Insured’s legal liability to third parties to pay compensation in respect of death, illness, personal injury and/or property damage occurring during the period of insurance as a result of an occurrence and happening in connection with the business or caused by any of the products (including containers, labels, directions, instructions or advice given or omitted, the design formula or specification) designed, specified, formulated, manufactured (including deemed manufacture), constructed, installed, imported, assembled, extracted, grown, processed, erected, exported, sold, supplied, distributed, treated, serviced, altered or repaired by the Insured from within Australia, as specified in the policy.		
SITUATION AND/OR PREMISES:	<p>Principally 100 Wine Country Drive, Nulkaba NSW 2325 and Anywhere in the world, except the United States of America and Canada, provided that:</p> <p>If the Insured has no legal presence, whether by an attorney or registered company, parent company or subsidiary company in the United States of America or Canada, the Territorial limits shall include the United States of America and Canada but only in respect to:</p> <ul style="list-style-type: none">(i) Products exported to the United States of America and Canada without the knowledge of the Insured, the Insured’s agents or employees.(ii) Visits by executives or sales persons of the Insured normally resident in the Commonwealth of Australia.		
LIMITS OF LIABILITY:	Public Liability	\$ 20,000,000	In respect of any one occurrence or series of occurrences arising out of the one event during the period of insurance.
	Products Liability	\$ 20,000,000	In respect of any one occurrence or series of occurrences arising out of one event and in the aggregate during the period of insurance.
	Declared Beds	48	
DEDUCTIBLE:	Third Party Personal Injury	\$ 5,000	each and every claim or series of claims arising from the one occurrence.
	Third Party Property Damage	\$ 5,000	
	All occurrences of a series consequent upon or attributable to one source or original cause shall be deemed one occurrence for the purpose of the application of the above deductible.		
POLICY WORDING:	Insurer’s Broadform Liability wording.		

Schedule of Insurance

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Class of Policy:	PUBLIC & PRODUCTS LIABILITY	Policy No:	AU00012746SP20A
The Insured:	Colleen And Nigel Worton,THE WORTON FAMILY TRUST T/as Hunter Valley YHA	Invoice No:	41836

PRINCIPAL UNINSURED PROPERTY / PERILS / RISKS:

- Aircraft or hovercraft
- Claims in respect of bodily injury or property damage caused by asbestos
- Damage to property owned by the Insured
- Damage to the Insured's products caused by defect therein
- Delay in or lack of performance
- Employer's liability
- Failure of Insured's products to meet level of performance or quality
- Fines, penalties, punitive or exemplary damages
- Goods in care, custody and control
- Ionising radiation, radioactivity, nuclear fuel or nuclear waste
- Liabilities assumed under contract or agreement except legal liabilities that would otherwise have attached notwithstanding such contract or agreement (unless notified and agreed)
- Pollution (other than sudden unexpected and unintended happening)
- Product guarantee
- Product recall expenses
- Professional liability
- Registered vehicles
- War risks
- Watercraft exceeding ten metres

PARTICIPANT AMENDED EXCLUSION

This Policy does not cover liability in respect of Personal injury or Property Damage arising out of the participation in any sport, game, or amusement involving bodily contact with persons, machines or devices.

"Sport, game, or amusement" includes but is not limited to sumo wrestling, bar flying, arm wrestling and mud wrestling.

"Machines or devices" means machines or devices designed to challenge the user to contests of strength and/or other physical skills.

This exclusion does not apply to Bowls, Golf, Croquet, Tennis, Table Tennis, Petanque, Bocce, Darts, Snooker, Cycling, Volley Ball, Running, Canoeing, Bushwalking, Cross Country Skiing, Sailing, Surf Hire, Bike Hire.

Notwithstanding the above, it is noted that this Exclusion shall not apply to the named insured for their own liabilities arising out of any action, omission or otherwise where an excluded **sport, game, or amusement** is not arranged, sanctioned, or organised by the insured.