

# AUSTRALIAN CHRISTIAN CHURCHES

ACC Directorate Ltd

ABN 65 004 617 467

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## CERTIFICATE OF PROTECTION

**Attn:** Samuel Abalo

**From:** Shashi

We hereby confirm that we have arranged the protection mentioned below:

Living Word Worship Centre Inc  
P O Box 485  
MERRYLANDS NSW 2160

Date: 19/05/2022

<b>Class:</b>	Public and Products Liability Protection
<b>Mutual:</b>	ACS Mutual Ltd ACN: 162 909 346
<b>The Member:</b>	Living Word Worship Centre Inc

<b>Protection No:</b>	ACSMLA01
<b>Period of Protection:</b>	31/03/2022 to 31/03/2023

**Details:**

See attached schedule for a  
Description of the risk protected

**IMPORTANT INFORMATION**

The Proposal/Declaration  
is to be received and accepted by the  
mutual  
 has been received and accepted by the  
mutual  
The total contribution as at the  
above date is:  
to be paid by the protected  
  
part paid by the protected  
  
 paid in full by the protected  
  
Premium Funding  
This protection is Premium Funded

## Schedule of Protection

**Class:** Public and Products Liability Protection

**Protection Number:** ACSMLA01

**The Member:** Living Word Worship Centre Inc

### Also Protects

1. Living Word Worship Centre Penrith
2. Living Word Worship Centre Canberra
3. Living Word Worship Centre Brisbane

## **PUBLIC & PRODUCTS LIABILITY PROTECTION**

### Limits of Protection:

- |                                   |  |
|-----------------------------------|--|
| - General Liability               | \$200,000,000 any one occurrence.                      |
| - Products Liability              | \$200,000,000 any one occurrence and in the aggregate. |
| - Molestation/Sexual Abuse        | \$10,000,000 any one occurrence & in the aggregate.    |
| - Goods in care custody & control | \$ 250,000   |

### Retention:

- |   |                    |
|---|--------------------|
| - except for claims arising from prayer lines | \$1,000 all claims |
|   | \$5,000            |

Geographical Limits: Worldwide excluding USA and Canada

## **IMPORTANT NOTICE:**

This protection provides protection for the ACC National and State bodies and all ACC Churches that are also members of the ACC Insurance and Protection Program, including the protected entity/entities named above. Therefore, with regards to protection for Products Liability and Sexual Molestation/Sexual Abuse, should any Member make a claim, the limit of protection is reduced by the amount of that claim for all ACC program members for the rest of the coverage year to 31st March 2023. In addition, ACS Mutual provides another layer of Molestation/Sexual Abuse protection of \$10,000,000 in excess of the \$10,000,000 noted above. This additional protection is aggregated across all ACC Church and School Mutual members on a claims made basis.

## **The Business Protected:**

Principally (but not limited to) religious organisations encompassing churches, charitable benevolent and socially useful activities, work for the dole, social welfare (including refuge homes) landlords, property owners, retailers, joint ventures, media production and broadcasting, music production and publishing, publishing and printing religious literature, mission work, overseas aid, and all other activities in which the member is or may become engaged in including but not limited to Church services, fetes/Christmas Carols or similar, youth groups and youth outings, senior outings, fundraising such as walk-a-thons and bike rides.

The following can be protected if advised to ACS Mutual and noted on your schedule of protection

- aged care centres (including independent living units, hostels, nursing homes, community care and day care centres)
- child care centres
- conference centres, campsites

**SPECIAL CONDITIONS: WHERE ANY OF THE ABOVE ACTIVITIES ARE CONDUCTED IN CONJUNCTION WITH OTHER CHURCHES OR NON-CHURCH ORGANISATIONS, EVIDENCE OF CURRENT INSURANCE FOR THESE ORGANISATIONS MUST BE OBTAINED PRIOR TO THE EVENT OR ACTIVITY PROCEEDING.**

**THE FOLLOWING ARE COVERED IF THE ACTIVITIES ARE RUN BY APPROPRIATELY SKILLED AND QUALIFIED MEMBERS WHO HAVE RISK MANAGEMENT PROCEDURES IN PLACE FOR THE PREVENTION OF ACCIDENT/INJURY INCLUDING INCIDENT REPORTING PROCEDURES. IN THE ABSENCE OF APPROPRIATELY SKILLED AND QUALIFIED MEMBERS THESE ACTIVITIES MUST BE CONDUCTED BY QUALIFIED EXTERNAL CONTRACTORS WHO HAVE THE APPROPRIATE INSURANCES IN PLACE.**

Abseiling, Archery, Flying Foxes, Horse Riding, Supported Rock Climbing or Climbing Walls, Canoeing/ Kayaking/Rafting (class 2 rapids and below), Beach Activities including Surfing or Swimming, Other Water Activities, Bike Riding, Skate Boarding, Roller Blading/Skating, Jumping Castles, Horizontal Bungee (this list is not exhaustive).

**EXCLUSIONS & ENDORSEMENTS:**

High Risk Activities Exclusion  
 Known Offenders Molestation / Sexual Abuse Exclusion  
 Professional Liability  
 Sanctions Clause  
 Coronavirus Absolute Exclusion  
 For all other exclusions, please refer to the PDS

**HIGH RISK ACTIVITIES EXCLUSION**

Any activities organised by you which involve any of the following: Motor Races, Motor Rallies (speed based), Motor Speed Tests, Canyoning, Caving, Rifle/Firearms, Shooting, Aircraft, Hang Gliding, Parachuting, Paragliding, White Water Canoeing/ Kayaking/Rafting (above class 2 rapids), Scuba Diving, Dune Buggies, Vertical Bungee Jumping, Hot Air Ballooning, Unsupported Rock Climbing, Go Karts, Motocross, Martial Arts or Boxing activities.

Provided that this exclusion shall not apply to such of the above activities that we have agreed by endorsement to this protection to cover, subject always to the terms and conditions of the endorsement and the terms, conditions and exclusions of this protection and to the limit of liability specified in the certificate of protection.

**KNOWN OFFENDERS MOLESTATION/SEXUAL ABUSE EXCLUSION**

This protection does not protect the legal liability to pay damages or compensation to any third party, or legal costs associated with any claim, in respect of an injury sustained by a third party in circumstances where;

- (a) that injury arises either directly or indirectly from sexual abuse: **and**
- (b) the perpetrator of the sexual abuse was a representative, member, employee, or service provider of the member; **and**
- (c) the member knew or ought reasonably to have known that the perpetrator of the sexual abuse had previously;
  - (i) committed sexual abuse; and/or
  - (ii) been convicted of sexual abuse; and/or
  - (iii) whilst being a representative, member, employee, or service provider of the member; been the subject of a prior complaint in respect of sexual abuse, which has not been appropriately investigated.

"Sexual Abuse" includes any assault or abuse of a sexual nature, any type of molestation, indecent exposure, sexual harassment or intimidation, whether such act is the subject of criminal investigation or not.

"Injury" includes any physical, mental or psychological injury

**PROFESSIONAL LIABILITY**

This Protection does not cover any liability arising out of or connected directly or indirectly with: the rendering of or failure to render:

- a) professional advice or service by the Member
- b) healthcare or medical services including but not limited to dental, medical, nursing, physiotherapy, surgery or x-ray service, patient treatment / therapy, dispensing or furnishing of dietary supplements, drugs or medical devices. or any error or omission connected

All other Protection terms and conditions remain unchanged

**SANCTIONS**

The Mutual shall not be deemed to provide cover and The Mutual shall not 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 Mutual to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

All other Protection terms and conditions remain unchanged

**CORONAVIRUS ABSOLUTE EXCLUSION**

Notwithstanding any other provision, no cover is provided under this policy for any claim, loss, liability, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:

- (i) any fear or threat (whether actual or perceived) of; or
- (ii) any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of; coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

**PROTECTION WORDING:** ACS MUTUAL PDS 31 March 2021

**PROTECTION PROVIDER:** ACS Mutual Ltd - ACN: 162 909 346