



PSC Insurance Brokers (Darwin) Pty Ltd

ABN 50 149 207 223

AFS Lic No. 305491

Level 1, 14 Shepherd Street
DARWIN NT 0800
GPO Box 3269 DARWIN NT 0801

Tel: (08) 8981 7777

Web: www.pscinsurance.com.au

Email: darwin@pscinsurance.com.au

CERTIFICATE OF CURRENCY

From: Junaid Qazizada

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

Marchant Entertainment Pty Ltd
57 Dorisvale Crescent
TIWI NT 0810

Date: 24/10/2025

Our Reference: MERCHANT R

RENEWAL

Page 1 of 6

Class of Policy: Public &/or Products Liability Insurance

Insurer: Lloyd's Of London
As Per The Underwriting Agency

ABN: 49 080 862 291

The Insured: Marchant Enterprises Pty Ltd

Policy No: 2003GL116208

Invoice No: 110724

Period of Cover:

From 12/09/2025

to 12/09/2026 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

Schedule of Insurance

| | |
|--|--------------------------------|
| Class of Policy: Public &/or Products Liability Insurance | Policy No: 2003GL116208 |
| The Insured: Marchant Enterprises Pty Ltd | Invoice No: 110724 |
| | Our Ref: MERCHANT R |

This policy has been placed through

ASR Underwriting Agencies is an underwriting agency who has placed the policy with

Lloyd's Of London
ABN 49 080 862 291
As Per The Underwriting Agency

| Schedule of Cover | |
|---|---|
| INSURED: | MERCHANT ENTERPRISES PTY LTD |
| SITUATION: | AT AND FROM KITCHENER DRIVE DARWIN NT 0810 |
| UNDERWRITER: | CERTAIN UNDERWRITERS AT LLOYD'S UNDER AGREEMENT NUMBER ASRLIB2019 UNIQUE MARKET REFERENCE NUMBER ASRGLB2024 |
| 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 CONDUCTING SMALL GROUPS OF TOURISTS THROUGH THE WW2 TUNNELS AND PROVIDING INFORMATION ON THE HISTORY OF THE FACILITY. | |
| JURISDICTION: | WORLDWIDE EXCLUDING USA AND CANADA |

| LIMITS OF INDEMNITY | |
|---------------------|--|
| SECTION A: | PUBLIC LIABILITY \$20,000,000 ANY ONE OCCURRENCE. |
| SECTION B: | POLLUTION LIABILITY \$20,000,000 ANY ONE OCCURRENCE AND IN THE AGGREGATE |
| SECTION C: | PRODUCTS LIABILITY \$20,000,000 ANY ONE OCCURRENCE AND IN THE AGGREGATE |

| | |
|----------------|--|
| EXCESS: | \$2,500 EACH & EVERY CLAIM |
| POLICY WORDING | ASR UNDERWRITING COMBINED LIABILITY WORDING VERSION 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 INCEPTION OF COVER. |
| * WAIVER SYSTEM TO BE IN PLACE |

Schedule of Insurance

Class of Policy: Public &/or Products Liability Insurance
The Insured: Marchant Enterprises Pty Ltd

Policy No: 2003GL116208
Invoice No: 110724
Our Ref: MERCHANT R

- * 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: PRODUCTS LIABILITY; TENANTS LIABILITY; GOODS IN THE PHYSICAL AND/OR LEGAL CONTROL (LIMITED TO \$50,000)

TOTAL DECLARED TURNOVER

\$60,000

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

WARRANTED THIS POLICY HAS BEEN ACCEPTED AND RATED ON THE COMPLETED INFORMATION PROVIDED TO US ON YOUR RISK MANAGEMENT SURVEY FORM AND IS SUBJECT TO PROCEDURES REMAINING IN FORCE.

IF THE NATURE OF THE RISK HAS BEEN MATERIALLY ALTERED, IT IS NECESSARY FOR YOU TO ADVISE THIS OFFICE.

CANCELLATIONS AND REDUCTIONS IN COVER WE RESERVE THE RIGHT TO RETAIN A FEE AND PRO-RATA COMMISSION RETURN ON ANY POLICY CANCELLATION OR REDUCTION IN COVER.

ENC. 1) DUTY OF DISCLOSURE POLICY SUBJECT TO INSURERS STANDARD WORDING **INBOUND TOURS**

ATTACHING TO AND FORMING PART OF COMMERCIAL GENERAL LIABILITY FORM

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).

ENDORSEMENT NO: 2

Class of Policy: Public &/or Products Liability Insurance
The Insured: Marchant Enterprises Pty Ltd

Policy No: 2003GL116208
Invoice No: 110724
Our Ref: MERCHANT R

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.

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)

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,

Class of Policy: Public &/or Products Liability Insurance
The Insured: Marchant Enterprises Pty Ltd

Policy No: 2003GL116208
Invoice No: 110724
Our Ref: MARCHANT R

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

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, DETOXYFY, 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

Schedule of Insurance

Class of Policy: Public &/or Products Liability Insurance
The Insured: Marchant Enterprises Pty Ltd

Policy No: 2003GL116208
Invoice No: 110724
Our Ref: MERCHANT R

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.

LMA5596 10 OCT 2023

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNALTERED