

## NOTICE OF FILING

This document was lodged electronically in the FEDERAL COURT OF AUSTRALIA (FCA) on 22/06/2021 2:44:56 PM AEST and has been accepted for filing under the Court's Rules. Details of filing follow and important additional information about these are set out below.

### Details of Filing

Document Lodged: Statement of Agreed Facts  
File Number: NSD308/2021  
File Title: QBE INSURANCE (AUSTRALIA) LIMITED (ACN 003 191 035) v  
DAVID COYNE IN HIS CAPACITY AS LIQUIDATOR OF  
EDUCATIONAL WORLD TRAVEL PTY LTD ACN 006 888 179 (IN  
LIQUIDATION) & ANOR  
Registry: NEW SOUTH WALES REGISTRY - FEDERAL COURT OF  
AUSTRALIA



*Sia Lagos*

Dated: 22/06/2021 2:45:57 PM AEST

Registrar

### Important Information

As required by the Court's Rules, this Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date and time of lodgment also shown above are the date and time that the document was received by the Court. Under the Court's Rules the date of filing of the document is the day it was lodged (if that is a business day for the Registry which accepts it and the document was received by 4.30 pm local time at that Registry) or otherwise the next working day for that Registry.



## Statement of Agreed Facts

No: NSD 308/2021

Federal Court of Australia  
District Registry: New South Wales  
Division: General

### **QBE Insurance (Australia) Limited (ACN 003 191 035)**

Applicant

### **David Coyne in his capacity as liquidator of Educational World Travel Pty Ltd (ACN 006 888 179) (In Liquidation)**

First Respondent

### **Educational World Travel Pty Ltd (ACN 006 888 179) (In Liquidation)**

Second Respondent

#### **A. FACTS PERTAINING TO THE NATURE OF THE SECOND RESPONDENT'S BUSINESS**

1. On 30 November 1987, Education Work Travel Pty Ltd (**EWT**) was incorporated in Victoria, with its registered office at Level 7, 616 St Kilda Road Melbourne Victoria 3127.<sup>1</sup>
2. EWT operated a travel agency which primarily arranged outbound tours for Australian secondary school students to international destinations (**EWT Business**).
3. EWT specialised in educational and group student travel, including short term student exchange programs.<sup>2</sup> The primary product of the EWT Business was a tour to the United States of America, which accounted for approximately 80% of the EWT Business' sales.
4. The EWT Business provided some services in connection with domestic travel, principally the arranging of air travel to Sydney Airport for students departing from Cairns or Townsville for tours arranged by EWT.
5. EWT was a fully accredited travel agent under the AFTA Travel Accreditation Scheme (**ATAS**), an industry accreditation administered by the Australian Federation of Travel Agents.
6. EWT traded as "G'day Adventure Tour Program", "Travel Unlimited International", "G'day Vietnam", "G'day Turkey", "G'day China", "G'day Space", "G'day Arts", "G'day Schoolies",

<sup>1</sup> Liquidator's Report to Creditors Under Insolvency Practice Rule 70-40 (9 February 2021) pp 5-6.

<sup>2</sup> Educational World Travel, 'About Us' (Web Page, undated) <<http://www.ewt.com.au/about-us>>.

“United States Cultural Exchange Australia”, “Catholic Cultural Tours”, and “G’day USA-United States Cultural Exchange Australia”.

7. EWT recorded in its financial statements for financial years 2018 and 2019 an annual turnover in the region of \$6.5 million to \$8 million and a gross profit in the region of \$2.1 million to \$2.7 million.
8. The EWT Business was based at premises situated at Suite 2, Level 1, 441 Canterbury Road, Surrey Hills, Victoria (the **Location**). The Location was open to members of the public who could attend the Location to deliver documents and speak with staff of the EWT Business. However, the EWT Business did not operate as a “walk in” retail travel agency.
9. EWT also operated online through a website.<sup>3</sup>

Services provided to EWT by related entity

10. From in or around 1996, EWT engaged a related company, Australian Cultural Tours Pty Ltd (**ACT**), to provide services to the EWT Business.
11. The services provided by ACT to EWT included the provision of staff, the provision of the Location (which was leased by ACT) and the provision of business resources such as vehicles and telephones.
12. ACT invoiced EWT for these services on a periodic basis.
13. ACT was a co-insured under the Policy.

Role of employees

14. As at 2020, seventeen persons worked in the EWT Business, comprising:
  - (a) nine administrative staff (the **Administrative Staff**), all of which were located in Victoria;  
and
  - (b) eight sales representatives, comprising:
    - i) three located in Victoria;
    - ii) four located in New South Wales; and
    - iii) one located in Queensland,

(together, the **Sales Representatives**).

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<sup>3</sup> Educational World Travel, 'EWT – Educational World Travel' (Web Page, undated) <<http://www.ewt.com.au>>.

15. As at January 2020, the twelve Victorian-based persons working in the EWT Business worked from the Location.
16. The Administrative Staff were responsible for:
  - (a) reception (including manning the reception desk, greeting members of the public, answering incoming calls and accepting deliveries);
  - (b) processing and obtaining customer deposits and refunds in relation to tours;
  - (c) co-ordinating the contact between Sales Representatives and schools;
  - (d) general administrative and record-keeping duties;
  - (e) taking phone calls and enquiries from teachers, parents and students participating in the booked tour programs, together with providing information and answering questions from teachers, parents and students considering making a tour booking;
  - (f) booking all flights, hotels, attractions and any other components of the tours, along with working with the independent contractors in the USA to arrange home stays in American high schools for the travelling Australian students;
  - (g) processing payments and entering details into EWT's data base, processing tour application documents, following up the provision of outstanding documents and issuing welcome letters (listing further deposit due dates and final payment dates) when a student joined a tour group;
  - (h) arranging for students to complete any additional travel insurance documentation for existing medical conditions;
  - (i) preparing final tour invoices for travellers and schools;
  - (j) producing operational documents such as final itineraries, suggested packing lists, tour information guides and a fully detailed set of final tour instructions for the teachers leading a school group on tour;
  - (k) producing regular newsletters for the parents and students participating on a tour;
  - (l) maintaining stock control for brochures, merchandise, tour clothing and general office supplies;
  - (m) arranging with IT service providers for server updates and any changes required to EWT's database;
  - (n) producing weekly sales report figures and balancing these numbers against the sales team reports; and

- (o) processing any refunds.
17. The Sales Representatives were responsible for sales, marketing and business development, including:
- (a) presenting at school assemblies and school parent seminars to promote the tours offered by the EWT Business to students, teachers, school administrators and parents (along with related tasks, including liaising with schools both prior to and following presentations);
  - (b) working with existing tour teachers to commence promotion of the tours and arranging suitable dates for such promotion;
  - (c) contacting new schools to seek to involve them in EWT's tour programs, which entailed a minimum number of new business school visits every two weeks (at which EWT's tours were explained to senior management and information packs were provided);
  - (d) maintaining a detailed reporting system and providing weekly reports to the sales team manager;
  - (e) making regular calls to existing teachers and groups for relationship management;
  - (f) recording data for sales administration;
  - (g) conducting one-on-one parent meetings for parents that could not attend school meetings;
  - (h) conducting final tour briefings for school groups prior to their departure;
  - (i) working with the administration team to ensure that all documents and tour details were up to date;
  - (j) fielding calls and answering questions, on a daily basis, from teachers and parents;
  - (k) preparing and collating at the Location all sales information packs;
  - (l) travelling with the groups as their designated EWT tour manager;
  - (m) working with airlines to assist groups to check in at the airport on their day of departure;
  - (n) attending travel and trade shows;
  - (o) producing and maintaining social media marketing campaigns; and
  - (p) securing and completing student applications for tours provided by EWT
- (together, **Promotional Activities**).

18. The Promotional Activities for each tour organised and offered by the EWT Business commenced approximately 18-20 months in advance of the departure date.

Cost and payment

19. Customers of the EWT Business made payment for tours organised and offered by the EWT Business by way of instalments paid prior to the date of departure.
20. EWT was obliged to pay deposits to airlines, hotels and local tour operators to secure bookings in advance of tour departures.

**B. THE POLICY**

21. The policy was issued under QBE's Office Package 'Business Pack Insurance Policy' QM208 with Policy Number 41A843909BPK (**the Policy**).
22. The Policy covered the period from 6 January 2020 to 6 January 2021.
23. The Policy insured for Business Property, Business Interruption, Crime and Public & Products Liability.
24. The Business Interruption cover elected by EWT insured for, inter alia, loss of gross income (Cover 1), additional cost of working (Cover 3) and losses arising from prevention of access (additional benefit 3).
25. The Policy defines key terms applicable to Business Interruption cover as follows:

*"Definitions which apply to this section*

...

*Gross income:*

*The money paid or payable to you for goods sold, services rendered or for rental received in the course of your business less the cost of purchasing stock.*

*Indemnity period:*

*Begins when the loss or damage occurs and ends on the earlier of the following:  
the expiry of the period listed in the Policy Schedule; or  
when the business ceases to be affected as a result of the loss or damage.*

*Standard income:*

*The gross income during the period immediately before the date that the loss or damage occurred which corresponds with the indemnity period;  
adjusted to reflect the trend in the business and any other relevant circumstances;*

*in order to calculate the gross income that your business would have earned had the loss or damage not occurred* <sup>4</sup>.

26. The scope of cover for loss of income from Business Interruption indemnified under the Policy is as follows:

**Cover**

*This section insures:*

*loss of income during the indemnity period;  
which results directly from the effect on the business of loss or damage to property which is insured and for which you would have been entitled to indemnity (if no excess had applied) under either:*

*the 'Property, Crime or General property' sections of this Policy (unless otherwise shown), or  
any other Policy which provides the same insurance cover as provided under these sections of the Policy.*

*for the amounts set out below.*

...

**Cover 1. - Gross income**

*If you have chosen to insure gross income we will pay you:*

*the different between the standard income and the gross income earned by you during the indemnity period, and  
any amount that you expend with our consent for the sole purpose of minimising any reduction of gross income as a result of the loss or damage.*

*However we will not pay any more than the amount by which reduction in gross income is minimised less any expenses saved as a result of the loss or damage.*

...

**Cover 3. – Additional cost of working**

*If you have chosen to insure the additional cost of working we will pay the additional expenditure you reasonably incur to minimise the effect of the loss or damage to the business during the indemnity period.*

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<sup>4</sup> QBE Insurance (Australia) Limited, Office Package, Business Pack Insurance Policy p.11.

*We will not pay any more than the sum insured for additional cost of working shown in the Policy Schedule. This cover is additional to the cover provided under the Property section, additional benefit 'Additional cost of working'.*

...

*If you have chosen to insure gross income or weekly income under this section, we will also pay the following, provided the sum insured for that cover is not exhausted:*

...

**Additional benefit 3. - Prevention of access**

*The indemnity under this section is extended to include interruption or interference with your business in consequence of:*

...

*closure or evacuation of all or part of the premises by order of a competent government, public or statutory authority as a result of a human infectious or contagious disease. However there is no cover for highly pathogenic Avian Influenza or any disease declared to be a quarantinable disease under the Quarantine Act 1908 (as amended) irrespective of whether discovered at the location of your premises, or out-breaking elsewhere;*

...

*which shall prevent or hinder the use of your building or access thereto, or results in a cessation or diminution of trade due to temporary falling away of potential customers <sup>5</sup>.*

27. Under the Schedule of the Policy, the Second Respondent was insured for annual revenue for a sum of \$2,000,000 and additional increased cost of working for a sum of \$100,000.

**C. COVID-19**

28. In December 2019, China reported cases of pneumonia of unknown etiology in Wuhan Province, China. <sup>6</sup>

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<sup>5</sup> QBE Insurance (Australia) Limited, Office Package, Business Pack Insurance Policy p.12.

<sup>6</sup> World Health Organization, 'Pneumonia of unknown cause - China' (Web Page, 5 January 2020) <<https://www.who.int/csr/don/05-january-2020-pneumonia-of-unkown-cause-china/en/>>.



29. On 9 January 2020, the WHO reported that Chinese authorities had determined the pneumonia clusters in Wuhan were caused by a novel coronavirus<sup>7</sup> since named Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2).<sup>8</sup>
30. On 14 January 2020, the WHO confirmed the potential for human transmission of the novel coronavirus, SARS-CoV-2.<sup>9</sup>
31. By 20 January 2020, health authorities in four countries had reported confirmed cases of the novel coronavirus, SARS-CoV-2 to the WHO.<sup>10</sup>
32. Subsection 42(1) of the Biosecurity Act 2015 (Cth) provides that the Director of Human Biosecurity may determine, in writing, a human disease to be a listed human disease if the disease may be communicable and may cause significant harm to human health.<sup>11</sup>
33. On 21 January 2020, "*human coronavirus with pandemic potential*" was added to the Biosecurity (Listed Human Diseases) Determination 2016 (Cth) as a listed human disease.<sup>12</sup>
34. The inclusion of *human coronavirus with pandemic potential* as a listed human disease enabled the Australian Government, *inter alia*, to implement additional border measures under the *Biosecurity Act 2015* to manage transmission of the virus.<sup>13</sup>
35. On 21 January 2020, it was announced that the first person with novel coronavirus SARS-CoV-2 entered Australia.<sup>14</sup>
36. On 30 January 2020, the WHO declared that the novel coronavirus SARS-CoV-2 outbreak constituted a Public Health Emergency of International Concern.<sup>15</sup>

<sup>7</sup> World Health Organisation, 'WHO Statement regarding cluster of pneumonia cases in Wuhan, China' (Media Statement, 9 January 2020) <<https://www.who.int/china/news/detail/09-01-2020-who-statement-regarding-cluster-of-pneumonia-cases-in-wuhan-china>>.

<sup>8</sup> Alexander Gorbalenya et al, 'The species *Severe acute respiratory syndrome-related coronavirus*: classifying 2019- nCoV and "severe acute respiratory syndrome coronavirus 2" (SARS-CoV-2) naming it SARS-CoV-2' (2020) 5 *Nature Microbiology* 536 <<https://www.nature.com/articles/s41564-020-0695-z>>.

<sup>9</sup> World Health Organisation, 'Timeline of WHO's response to COVID-19' (Media Statement, 29 June 2020) <[www.who.int/news-room/detail/29-06-2020-covidtimeline](http://www.who.int/news-room/detail/29-06-2020-covidtimeline)>.

<sup>10</sup> World Health Organisation, 'Novel Coronavirus (2019-nCoV) Situation Report 1' (21 January 2020) <[https://www.who.int/docs/default-source/coronaviruse/situation-reports/20200121-sitrep-1-2019-ncov.pdf?sfvrsn=20a99c10\\_4](https://www.who.int/docs/default-source/coronaviruse/situation-reports/20200121-sitrep-1-2019-ncov.pdf?sfvrsn=20a99c10_4)>.

<sup>11</sup> *Biosecurity Act 2015* (Cth) s 42(1) <[https://www.legislation.gov.au/Details/C2021C00196/Html/Text#\\_Toc70082838](https://www.legislation.gov.au/Details/C2021C00196/Html/Text#_Toc70082838)>.

<sup>12</sup> *Biosecurity (Listed Human Diseases) Amendment Determination 2020* (Cth) <<https://www.legislation.gov.au/Details/F2020L00037>>.

<sup>13</sup> *Biosecurity Act 2015* (Cth) ss 476-477 <[https://www.legislation.gov.au/Details/C2021C00196/Html/Text#\\_Toc70083475](https://www.legislation.gov.au/Details/C2021C00196/Html/Text#_Toc70083475)>.

<sup>14</sup> The Hon Greg Hunt MP, 'First confirmed case of novel coronavirus in Australia' (Media Release, 21 January 2020) 1 <<https://www.health.gov.au/ministers/the-hon-greg-hunt-mp/media/first-confirmed-case-of-novel-coronavirus-in-australia>>.

<sup>15</sup> Dr Tedros Adhanom Ghebreyesus, 'WHO Director-General's statement on IHR Emergency Committee on Novel Coronavirus (2019-nCoV)' (Speech transcript, 30 January 2020) <[https://www.who.int/director-general/speeches/detail/who-director-general-s-statement-on-ihc-emergency-committee-on-novel-coronavirus-\(2019-ncov\)](https://www.who.int/director-general/speeches/detail/who-director-general-s-statement-on-ihc-emergency-committee-on-novel-coronavirus-(2019-ncov))>.

37. In February 2020, the WHO named the disease caused by SARS-CoV-2 Coronavirus 2019 (COVID-19).<sup>16</sup>
38. By the Biosecurity (Human Biosecurity Emergency) (Human Coronavirus with Pandemic Potential) Declaration 2020 (Cth), the Governor-General declared a human biosecurity emergency to exist in relation to COVID-19. As made, that declaration was in force for a period beginning on 18 March 2020 and ending at the end of 3 months beginning on the day the declaration was registered.<sup>17</sup> The period the declaration is in force has been subsequently extended.
39. On 11 March 2020, the WHO described COVID-19 as a pandemic.<sup>18</sup>
40. On 2 April 2020, the WHO informed that the incubation period (the time between becoming infected and symptom onset) is on average 5 to 6 days, however can be up to 14 days.<sup>19</sup>

#### **D. COVID-19 MEASURES**

41. The Commonwealth Government responses to COVID-19 are at **Annexure A**.
42. The Victorian State Government responses to COVID-19 are at **Annexure B**.
43. International border restrictions in countries EWT arranged travel to are at **Annexure C**.
44. Quarantine measures in countries EWT arranged travel to are at **Annexure D**.
45. Interstate border restrictions and quarantine measures relating to Victoria are at **Annexure E**.
46. Restrictions on schools in New South Wales, Queensland and Victoria are at **Annexure F**.

#### **E. STEPS TAKEN BY THE RESPONDENTS IN RESPONSE TO COVID-19 IN RELATION TO THE SECOND RESPONDENT'S BUSINESS**

47. As a result of COVID-19 and the related public health measures introduced by the Commonwealth Government and the Victorian State Government:
  - (a) From in or around mid-March 2020:

<sup>16</sup> Alexander Gorbalenya et al, 'The species *Severe acute respiratory syndrome-related coronavirus*: classifying 2019- nCoV and "severe acute respiratory syndrome coronavirus 2" (SARS-CoV-2) naming it SARS-CoV-2' (2020) 5 *Nature Microbiology* 536 <<https://www.nature.com/articles/s41564-020-0695-z>>.

<sup>17</sup> Biosecurity (Human Biosecurity Emergency) (Human Coronavirus with Pandemic Potential) Declaration 2020 (18 March 2020). <https://www.legislation.gov.au/Details/F2020L00266>.

<sup>18</sup> Dr Tedros Adhanom Ghebreyesus, 'WHO Director General's opening remarks at the media briefing on COVID-19' (Speech, World Health Organization, 11 March 2020) <<https://www.who.int/dg/speeches/detail/who-director-general-s-opening-remarks-at-the-media-briefing-on-covid-19---11-march-2020>>.

<sup>19</sup> World Health Organization, 'Coronavirus disease 2019 (COVID-19) Situation Report – 73' (2 April 2020) <<https://www.who.int/docs/default-source/coronaviruse/situation-reports/20200402-sitrep-73-covid-19.pdf>>.

- i) uncertainty arose regarding the EWT Business' ability to undertake pre-booked tours and to offer future tours to international travel destinations, including the United States of America;
- ii) Sales Representatives were unable to attend schools to carry out Promotional Activities, as schools were either closed or not taking visitors and interstate travel ceased or was restricted;
- iii) customers of the EWT Business that were booked on tours scheduled for departure in April 2020 and onwards were unable to depart Australia on those tours;
- iv) schools began to cancel or defer their travel arrangements; and
- v) the EWT Business received, in respect of tours that had been booked by its customers but had not departed, an unprecedented number of cancellations and requests for refunds of amounts paid by customers in respect of tours.

**(Changed Trading Conditions);**

- (b) Between on or around 31 March 2020 until November 2020, EWT closed the Location (**Location Closure Period**), a measure that was:

- i) taken because from late March 2020:
  - A. the Victorian Government, by the Non-Essential Activity Directions, Mass Gatherings Directions, the Prohibited Gatherings Directions and the Stay At Home Directions, restricted the circumstances in which people ordinarily resident in Victoria could leave their premises and gather; and
  - B. the Changed Trading Conditions meant that staff working from the Location had, or were likely to have, insufficient tasks to occupy them and/or require their attendance at the Location on a full-time basis;
- ii) maintained because:
  - A. the Victorian Government's Stay at Home Directions were extended, Stay Safe Directions were made and extended, the Stay at Home (Restricted Areas) Directions were made and extended and the Workplace Directions were made and extended, all of which restricted the circumstances in which people ordinarily resident in Victoria (including a Restricted Area) could interact, gather and return to workplaces; and

- B. the Victorian Government's Restricted Activity Directions (Restricted Areas) made on 5 August 2020 (later extended) required a person who owned, controlled or operated a Closed Work Premises in the Restricted Area (of which the Location was one) to not permit persons to attend that premises during the restricted activity period; and
  - C. the Changed Trading Conditions.
- (c) During the Location Closure Period:
- i) Subject to paragraph 47(c)(ii) below, the Administrative Staff did not attend the Location and were unable to work remotely (on account of requiring connection to the EWT Business' local server to undertake their work and on account of not having access to laptop computers for work purposes). This interfered with the ability of the EWT Business to perform the tasks described above at paragraph 16 (each of which was, prior to the Premises Closure Period, undertaken by the Administrative Staff at the Location).
  - ii) Between June 2020 and October 2020, the director of EWT and his daughter, both Administrative Staff, attended the Location on an as-needs basis to process cancellations and refunds as some documents required for the refund process were maintained in hard-copy form and stored at the Location.
  - iii) Sales Representatives did not attend the Location. This interfered with the ability of the EWT Business to perform the tasks described above at paragraphs 17(d), 17(e), 17(f), 17(i), 17(k), 17(o) and 17(p) (which, prior to the Premises Closure Period, were undertaken by the Sales Representatives at the Location). Sales Representatives were also unable to take directions from the Administrative Staff regarding the conduct of the Promotional Activities (as the Administrative Staff were not able to schedule appointments at schools and liaise with the Sale Representatives). The Sales Representatives were, however, able to undertake some work from home on account of having access to laptop computers for work purposes. This meant that Sales Representatives could still respond to enquiries from prospective customers and, at the direction of EWT's management, undertook research for the purpose of developing itineraries for future tours capable of sale by EWT.
  - iv) The Location was closed to the public, with the consequence that customers of the EWT Business (including school representatives) could not attend to speak with staff working in the EWT Business or deliver documentation.

- (d) By June 2020, ACT had made redundant a number of staff that worked in the EWT Business, with the consequence that the following staff ceased to be available to EWT:
    - i) two Sales Representatives based in New South Wales;
    - ii) one Sales Representative based in Queensland;
    - iii) one member of the Administrative Staff based in Victoria.
  - (e) On or about 30 September 2020, ACT made its remaining 13 employees redundant.
48. By early November 2020:
- (a) the Restricted Activity Directions (Restricted Areas) ceased to operate such that EWT was allowed to permit persons to attend the Location; and
  - (b) EWT no longer had access to staff such as could return to working at the Location.
49. On 30 November 2020, the members of EWT resolved to appoint the Liquidator to EWT, from which date EWT ceased to trade.
50. On 22 December 2020, EWT's broker submitted a claim notification to QBE.<sup>20</sup>
51. On 25 March 2021, EWT, by the first respondent, made a claim on QBE.<sup>21</sup>
52. On 30 March 2021, QBE denied the claim which EWT had made.<sup>22</sup>

#### **F. GOVERNMENT ASSISTANCE AND/OR INDUSTRY BODY ACTION**

53. EWT did not receive JobKeeper payments (as all relevant employees were employed by ACT, which did receive JobKeeper payments).
54. EWT was eligible to apply for a Coronavirus Small and Medium Enterprises Guarantee Scheme loan, pursuant to which the Commonwealth Government provided a 50% guarantee to participating lenders for loans up to \$500,000. EWT applied for a loan with NAB, and was approved. However, as the timeframe for the end of the Changed Trading Conditions remained unknown, EWT did not draw down on the loan.
55. On 1 December 2020, the Commonwealth Government announced the Covid-19 Consumer Travel Support Program. It allowed travel agents to apply for grants of up to \$100,000. EWT had already been placed into liquidation by the date of the announcement of this program.

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<sup>20</sup> Email from Sophie Hutson, Malcom Hutson & Associates Pty Ltd to GI Claims on 22 December 2020 at 9:23:51 am.

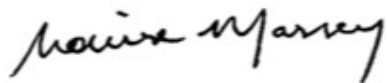
<sup>21</sup> Email from David Coyne, BRI Ferrier to QBE on 25 March 2021 at 5:11pm.

<sup>22</sup> Letter from QBE Insurance (Australia) Limited to Educational World Travel Pty Ltd (In Liquidation) c/- BRI Ferrier dated 30 March 2021.

**G. PRINCIPAL HEADS OF FINANCIAL LOSS OR DAMAGE CLAIMED**

56. EWT suffered a loss of gross income in the Location Closure Period due primarily to:
- (a) cancellations and refunds of tours that had been booked with the EWT Business; and
  - (b) a decline in new bookings during the Location Closure Period.

Date: 21 June 2021



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Signed by Louise Massey

Lawyer for the Applicant/ Cross-Respondent



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Signed by Paul Welling

Lawyer for the Respondents/ Cross-Applicant