

08/08/2019

Jonathan Kaplan A6, 366 Edgar Street CONDELL PARK NSW 2200

Dear Jonathan

# RE: InsuranceName Of InsuredJonkap Superannuation FundPolicy Type:Property Owners Insurance - Unit C4. 366 Edgar Street, Condell ParkInsurer Policy Number:130U521862BPK

Please find enclosed a copy of your policy documents for the above Insurance.

As part of one of Australia's largest insurance networks, our commitment is to offer you the very best insurance solutions by providing Trust, Advice, Value and Choice.

Please read the documents carefully to familiarise yourself with all aspects of your cover and to confirm it accurately and adequately reflects your requirements.

Once again, thank you for your business.

Yours faithfully,

#### **Rosemary Madden**

Authorised Representative No: 1259142 Personalised Risk Solutions Pty Ltd ATF The Madden Family Trust PO Box 633 NORTH SYDNEY NSW 2059

**P:** (02) 9316 9829

- **M:** 0407 937 076
- E: rmadden@iaa.net.au



## JONATHAN KAPLAN

Insurance Prepared by: Rosemary Madden Personalised Risk Solutions Pty Ltd ATF The Madden Family Trust 08/08/2019

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### INTRODUCTION

A commitment based on trusted advice.

Insurance Advisernet is anchored in four guiding principles of trust, advice, choice and value. As your appointed Adviser, delivering these to, an outstanding level sits at the very heart of our commitment to you.

Rather than simply ask for your trust we will do everything in our power to earn it. By going beyond simply quoting and providing policy documents. By always being transparent. By doing what we say we'll do. And by understanding your unique risk profile to ensure your needs are accurately met, both now and in the future.

IA arranges insurance with leading Insurers and works with Underwriting Agencies, giving you true peace of mind and providing genuine value.

The documentation we provide to you will clearly lay out your insurance details, what to do in the event of a change to your business and should you need to make a claim. Of course in such situations we'll always be on hand to help you through the process and ensure a swift resolution to get things back to normal as quickly as possible.

We very much appreciate the trust you've given us and look forward to working with you. Thank you.

### SERVICE TEAM DIRECTORY

In addition to our service team, IA is also pleased to offer a client app for your use – you are able to look up our details, contact emergency repair services 24/7 and report claims all via the app. Go to ialinks.net/theIAapp for more info and enter branch code 831 to personalise the app to our team.

#### YOUR SERVICE TEAM:

As one of the largest insurance brokers in Australia you can be assured of IA's ability to deliver a high level of customer service for all your insurance needs.

Our service team is available via the details outlined below for any professional advice or support regarding coverage, premiums and general enquiries.

Your Adviser:	Rosemary Madden
Authorised Representative No:	1259142
Address:	Personalised Risk Solutions Pty Ltd ATF The Madden Family Trust PO Box 633 NORTH SYDNEY NSW 2059
Phone:	(02) 9316 9829
Mobile:	0407 937 076
Email:	rmadden@iaa.net.au

## FURTHER INFORMATION REGARDING OUR ADVICE

This is an important document and you should read it carefully to ensure you understand it.

Please check the information regarding your objectives and personal circumstances, as shown on your Schedule of Insurance, is accurate and up to date before acting on the advice. If not please contact us as the advice may not be appropriate.

This statement sets out information about:

- the advice that we have given you and the basis of this advice
- reference to related documents
- how we are remunerated
- any relationships and associations which may influence our advice
- any conflict of interests we may have

Important Information: There are two common problems when purchasing insurance which you should consider.

You should not:-

- Assume that all policies are the same
- Compare policies on the basis of Premium alone. There are often crucial differences in the scope of protection provided by various policies.

Date of Advice:	08/08/2019
Selected Risks:	Property/Business Interruption/Liability

#### Personal Advice:

We confirm we have provided you with Personal Advice. Personal Advice means that we are taking into consideration the information we have gathered from you to identify your personal objectives, details of your current financial situation and other relevant information, so we can offer you the most appropriate advice possible.

#### **Insurer:**

#### **QBE Insurance (Australia) Limited**

QBE Commercial is an authorised Australian Insurer whose product meets your objectives of a broad comprehensive cover and a fast and effective claims service with a competitive premium.

#### **Referrer:**

There is no Referrer to whom we have or will pay remuneration.

#### **Relevant Relationships and Associations:**

There are no specific relationships or associations which have influenced the provision of this advice.

## OUR ADVICE

## **SCOPE OF ADVICE**

After our discussions you have ascertained that you have the following needs & objectives:

- Property Owners Insurance for your Commercial Unit Unit C45, 366 Edgar Street, Condell Park
- Specific concerns of cover were property owners liability and loss of rent
- Obtaining a quality policy wording with an insurer that delivers a professional claims service were important to you
- You undertook a risk analysis with us, and we have provided our quotation to you based on this information.
- Our quotation document outlines the covers discussed the limits of insurances and excessed, along with the underwriting information provided. Please check that all of this information is in line with your requirements and advise us of any anomalies or errors as soon as possible.

## Recommendations

Insurer	Basic Excess	Premium	Policy Wording
QBE Insurance	\$ 500	\$ 493.69	QBE Business Insurance

#### **Cover Recommendations:**

Taking into consideration your scope of advice (outlined above) I have made the following recommendations:

I am pleased to recommend QBE Insurance Limited for your insurance coverage. The QBE policy has broad coverage and offers many additional benefits as standard.

I recommend that you take Property cover for the landlords fixtures and fittings, Business Interruption cover for the Loss of Rent and Public Liability cover for the Property Owners liability exposure.

#### **Other Recommendations:**

Other specific advice and recommendations relative to the quoted insurances:

- Cancellation Warning (Retention of Brokerage & Fees) If a cover is cancelled before the expiry of the period of insurance, we will refund to you only the net return, which we receive, from the insurer. We will not refund any part of the brokerage or policy fee we received for arranging the cover.
- Adequacy of Material Damage Sum Insured It is very important that you have an adequate sum insured on your property (being the Landlords Fixtures and Fittings which are not owned by the tenant). Landlords Fixtures and Fittings include parts of the unit that are not part of the original building and are not owned by the tenant. These can include mezzanine flooring, bathrooms, Electrical fitout etc.

In order to be able to provide you with this recommendation we have generally relied upon information that you have provided to us; some of which is recorded in this document. We have made reasonable enquiries where we considered the information you provided was incomplete or inaccurate but, where we consider this information remains incomplete or inaccurate, we have warned you, and with this in mind you must consider whether the advice we have provided is appropriate for you. If you identify any errors in this document, or believe that we have relied on incorrect or incomplete information, please notify us immediately. Alternatively, you should carefully consider whether the recommendation is appropriate for your specific needs and objectives.

It is important to appreciate that each insurance policy contains a number of standard conditions and exclusions. We recommend that you read the policy document carefully and tell us if you are aware of any personal circumstances which mean the standard conditions and exclusions are not appropriate for you. You can ask us to clarify the meaning of any standard condition and exclusion or take you through them if you are unclear.

## COVERAGE SUMMARY - PROPERTY OWNERS INSURANCE - UNIT C4.

### 366 EDGAR STREET, CONDELL PARK

The following information was provided to your Insurers when negotiating the terms of your insurance program. It is common to all of your insurance policies, unless specifically stated otherwise in any of the Coverage Summaries forming part of this document. It is important that you notify us of any change in the following details to ensure that you are adequately protected.

#### INSURER

QBE Insurance (Australia) Limited

#### POLICY NUMBER

Ref: 130U521862BPK

#### **REFERENCE NUMBER**

P602129743/1

#### POLICY WORDING

<u>QBE Commercial - Retail - Industrial Business Package - QM511-1118</u>

#### PERIOD OF INSURANCE

From:08/08/2019To:25/01/2020

From 4PM to 4PM both local time and standard time.

#### INSURED

Jonkap Superannuation Fund

ABN:	96 678 799 707
Year Established:	2019
Business Activities: Principally	Commercial Property Owner
Products Sold and/or Distributed:	Nil

Anzsic Rating: 74120 Superannuation Funds (Internal Use Only)

To follow, please find a summary of your insurance policy. Please note that this is a summary only, and you should always refer to the insurer's policy schedule and wording for full terms and conditions.

#### **INSURED SITUATION**

Unit C4, 366 Edgar Street, CONDELL PARK NSW 2200

#### PROPERTY

#### **INSURED DEFINITION**

Provides cover for loss or damage to buildings, contents and stock by fire and specified perils as defined in the policy wording.

Interested Party:	Not applicable
Buildings Replacement Value:	\$20,000
Contents Replacement Value:	Not Insured
Stock:	Not Insured
Customers Goods:	Not Insured
Landscaping:	Refer to Policy
Removal of Debris:	Refer Benefits
Rewriting of Records:	Refer Benefits
Professional Fees:	Refer Benefits
TOTAL SUM INSURED:	\$20,000
Accidental Damage:	Refer Benefits
Transit Fire & Specified Perils, Theft, Collision and Overturning Sum Insured:	Not Insured
Flood:	Not Insured
Policy Excess	\$500
Accidental Damage:	
All Other Claims:	\$500
Earthquake, Subterranean Fire or Volcanic Eruption:	\$20,000 or 1% of the total Declared Values, whichever is the lesser

#### **BUSINESS INTERRUPTION**

#### **INSURED DEFINITION**

Provides cover for the interruption or interference to the business caused by loss or damage to property insured for fire, theft or other defined events as defined in the policy wording.

Interested Party:	Not applicable
Type of Cover:	Gross Revenue
Gross Profit/Revenue:	Not Insured
Additional/Increased Costs:	Not Insured
Claims Preparation Expenses:	Refer Benefits
Loss of Rent:	\$132,000
Accounts Receivable:	Not Insured
Payroll:	Not Insured
TOTAL SUM INSURED:	\$132,000
Indemnity Period:	24 months
Policy Excess	

#### **Special Notes**

#### LIABILITY

#### **INSURED DEFINITION**

Provides cover for all amounts which you become legally liable to pay as compensation (other than fines, penalties etc) for personal injury and/or property damage as a result of an occurrence in connection with your business for public and/or products liability as defined in the policy wording.

Interested Party:	Not applicable
Limit of Liability:	\$20,000,000
Property in Physical/Legal Control:	Refer Benefits
Policy Excess	
Property Damage:	\$500
Personal Injury:	Nil
All Other Claims:	\$500

#### **Special Notes**

QBE Insurance (Australia) Ltd Head Office Level 5, 2 Park Street Sydney NSW 2000 ABN: 78 003 191 035 AFS Licence No: 239545



Policy Number 30U521862BPK

IA-PERSONALIZED RISK SOLUTIONS PTY LTD 80 STEPHEN ROAD BOTANY NSW 2019 Account Number 300010495 Period of Insurance From 08/08/2019 To 25/01/2020 at 4pm

This policy schedule indicates the cover you have selected for the period shown. It forms part of and must always be read in conjunction with the policy wording supplied. Please check the policy details as set out below and let us know if any change is necessary.

#### The Insured

JONKAP SUPERANNUATION FUND

Cover Summary

Location	U 4C 366 EDGAR ST, CONDELL PARK NSW 2200
Business	KITCHEN FURNITURE, WOODEN MFG PROPERTY OWNER - FACTORY/INDUS

Policy Section	Insured	Policy Section	Insured
Property	Yes	Machinery Breakdown	No
Business Interruption	Yes	Electronic Equipment	No
Theft	No	Employee Dishonesty	No
Money	No	Tax Audit	No
Glass	No	Transit	No
Broadform Liability	Yes	Employment Practices	No
General Property	No	Statutory Liability	No

This notice will become a "Tax Invoice" when the amount payable is paid in full. Should changes be made, then the new schedule issued will become your Tax Invoice.

#### Total Premium and Charges

Premium	\$307.60	ABN	96 678 799 707	
Levies	\$58.30	Tax Status	Not Registered	
GST	\$36.59	Tax Percentage	0.00%	
Stamp Duty	\$36.20			
Total Premium	\$438.69			

The amount of stamp duty paid is calculated under the relevant States/Territory Duties Act, based on where the risks, properties, contingencies or events are located.

Important Information about your Duty of Disclosure appears at the back of this schedule and on your application form. Please read this information carefully.

QBE Insurance (Australia) Ltd Head Office Level 5, 2 Park Street Sydney NSW 2000 ABN: 78 003 191 035 AFS Licence No: 239545



Policy Number 30U521862BPK

Cover Details		
Location	U 4C 366 EDGAR ST, CONDELL PARK NSW 2200	Risk Number 1
Business	KITCHEN FURNITURE, WOODEN MFG	
Interested Party	None Noted	

#### **Property Section**

Particulars	Total Sum Insured	Excess
Buildings	\$20,000	\$500
Contents	Not Insured	
Reinstatement / extra cost conditions apply		

Earthquake excess as per the policy wording

#### **Business Interruption Section**

Particulars	Total Sum Insured	Excess
Gross income Indemnity period 24 months	\$132,000	\$500
Additional increased cost of working	Not Insured	
Outstanding accounts receivable	As per the policy wording	
Claim preparation costs	As per the policy wording	

#### Clauses

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- APPLICABLE WORDING
  - When "BUSINESS PACK INSURANCE" is shown on the Policy Schedule the Austbroker Commercial/Retail/Industrial Policy wording (QM511)
    - applies to this policy.
    - It is noted that under the Fire Gold cover section the limit
    - of liability is 120% of the total of the insured amounts shown
    - in the Policy Schedule for this situation.
  - When "TRADES PACK INSURANCE" is shown on the Policy Schedule the QBE Trade Policy QM207 applies.
  - When "OFFICE PACK INSURANCE" is shown on the policy schedule the QBE Office Policy QM208 applies.

QBE Insurance (Australia) Ltd Head Office Level 5, 2 Park Street Sydney NSW 2000 ABN: 78 003 191 035 AFS Licence No: 239545



#### Policy Number 30U521862BPK

Cover Details		
Location	U 4C 366 EDGAR ST, CONDELL PARK NSW 2200	Risk Number 2
Business	PROPERTY OWNER - FACTORY/INDUS	
Interested Party	None Noted	

#### **Broadform Liability Section**

Particulars	Total Sum Insured	Limit
Limit of liability, any one occurrence		\$20,000,000
Property in Your physical and legal control	As per the policy wording	

#### Property owners liability only

Excess \$500 for property damage claims only \$0 for personal injury claims

The rating of this section based on having a property value of \$500,000. If there is any change to this, you must notify your intermediary.

#### Clauses

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PROPERTY OWNERS EXCLUDING TRADE RISKS The Liability Section of this Policy does not cover liability in respect of Personal Injury or Property Damage arising out of or in connection with any Business, Profession, Trade or Manufacturing Operations other than as owner of Property the subject of this Indemnity) conducted by You.

#### CIP

Austbrokers Commercial/Retail/Industrial Policy wording QM511 applies when BUSINESS PACK INSURANCE is shown on the policy schedule. QBE Trade Policy QM207 applies when TRADES PACK INSURANCE is shown on the policy schedule. QBE Office Policy QM208 applies when OFFICE PACK INSURANCE is shown on the policy schedule.

#### **Additional Clauses**

THIS PACKAGE DOES NOT INCLUDE WORKERS COMPENSATION INSURANCE. EMPLOYERS ARE REQUIRED BY LAW TO HAVE WORKERS COMPENSATION INSURANCE.

QBE Insurance (Australia) Ltd Head Office Level 5, 2 Park Street Sydney NSW 2000 ABN: 78 003 191 035 AFS Licence No: 239545



Policy Number 30U521862BPK

#### Cover Details continued

#### Additional Clauses continued

IF YOU WISH TO ARRANGE WORKERS COMPENSATION COVER PLEASE CONTACT YOUR AGENT OR BROKER OR ONE OF OUR BRANCHES.

This completes your policy

QBE Insurance (Australia) Ltd Head Office Level 5, 2 Park Street Sydney NSW 2000 ABN: 78 003 191 035 AFS Licence No: 239545



Policy Number 30U521862BPK

**Policy Payment Details** 

WITH THE COMPLIMENTS OF OUR STAFF AT:

QBE INSURANCE (AUSTRALIA) LTD GPO BOX 4108 SYDNEY \*\*\* PH:(02)8275 9999 \*\*\* 2001

Due Date Total Premium Payable 08/08/2019 \$438.69

#### Payment by Mail

If you wish, the full amount of this premium may be debited to your credit card account. Your signature is an authority to us to issue a Mastercard/Visa Card Sales Voucher for the amount payable.

Tick one box Asstercard	Visa 🗌 Cheque	Amount: \$
Card Number		Expiry Date/
For the Amount of \$		
Cardholder Name:		
Cardholder Signature:		Date//

Please mail this page with the completed payment details to the address listed in the "Policy Payment Details" section above.

QBE Insurance (Australia) Ltd Head Office Level 5, 2 Park Street Sydney NSW 2000 ABN: 78 003 191 035 AFS Licence No: 239545



Policy Number 30U521862BPK

#### Your duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

#### If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

#### Underinsurance

The classes of insurance listed below contain provisions as to average and underinsurance. This means we require you to insure for the full value or maximum potential risk. If you do not do so, and you are underinsured, we will pay you less in the event of a claim, calculated by a formula in the policy which takes account of the degree of underinsurance.

Classes of insurance containing underinsurance clauses:

- Business Pack Insurance
- Contractors Plant and Machinery
- Construction/Liability
- Trades Pack Insurance
- Office Pack Insurance
- Fire
- Industrial Special Risks
- Farm Pack Insurance
- Loss of Profits
- Machinery and Electronic
- Industrial Special Plant

#### Insurer

This Policy is issued by QBE Insurance (Australia) Ltd ABN 78 003 191 035, AFS Licence No. 239545 of Level 5, 2 Park Street Sydney.



## **Amendment to your Policy Wording**

#### Notice relating to a change in the definition of 'flood'.

This derogation notice supplements and amends your Policy Wording and will apply to policies with a commencement date or renewal effective date on or after 19 June 2013.

#### Your insurance cover is unchanged except as indicated below:

#### New definition of "Flood"

In all instances in the Policy wording where the meaning of flood appears, the definition is deleted and replaced with the following definition for flood:

"Flood" means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- (a) a lake (whether or not it has been altered or modified);
- (b) a river (whether or not it has been altered or modified);
- (c) a creek (whether or not it has been altered or modified);
- (d) another natural watercourse (whether or not it has been altered or modified);
- (e) a reservoir;
- (f) a canal;
- (g) a dam.

#### About "Flood" cover

Flood damage is excluded by the standard policy and unless your Policy Schedule specifically states otherwise, there is no cover provided for flood.

You should review your Policy and Schedule, as well as any other information given to you by your financial services provider.

If you are uncertain as to the cover provided by your Policy, please contact your financial services provider.

Date of preparation: 8 March 2013 QM3517-0613

This Policy is underwritten by **QBE Insurance (Australia) Limited** ABN 78 003 191 035, AFS Licence No. 239545 of Level 5, 2 Park Street, Sydney NSW 2000

## New South Wales Emergency Services Levy



#### What does the New South Wales Emergency Services Levy fund?

The New South Wales Emergency Services Levy provides funding for emergency services in NSW, including Fire and Rescue NSW, the NSW Rural Fire Service and the State Emergency Service, all of which help keep our community safe.

Insurers regularly contribute to this funding through the NSW Emergency Services Levy, which is included in residential and commercial property policies, as well as motor insurance policies.

## How are insurers involved in funding NSW emergency services?

Insurers have an obligation to contribute to the funding of NSW emergency services and we do this through the NSW Emergency Services Levy for relevant insurance policies.

#### What does this mean for policy holders?

QBE will continue to contribute to the funding of NSW emergency services through the application of the NSW Emergency Services Levy on relevant insurance policies until further notice.

## How will I know how much ESL I am paying on my insurance policy?

You will receive an insurance schedule or statement when you renew, purchase or amend your insurance cover.

The NSW Emergency Services Levy component is clearly itemised on your insurance schedule and is a percentage of your base premium.

## Why has my insurance premium increased?

Premiums are regularly reviewed and take into account a number of risk factors such as location and construction, claims history, type of cover selected and indexation of sum insureds, as well as business expenses, including operating and reinsurance costs. Any changes to our premiums are independent of changes to the NSW Emergency Services Levy.

#### **Further information**

If you have any questions about the changes to the NSW Emergency Services Levy or the amount of NSW Emergency Services Levy that applies to your policy, please visit **qbe.com.au/nswesl** or call us on **1300 021 413**.

## **RISK DETAILS**

Please find below full details of all the information we have gathered about you and shared with insurers in order to organise this insurance on your behalf. Please check that this information is correct and up to date and advise us immediately if anything is incorrect or has been omitted.

#### **REFERENCE NUMBER**

P602129743/1

To follow, please find a summary of your insurance policy. Please note that this is a summary only, and you should always refer to the insurer's policy schedule and wording for full terms and conditions.

### Property Owners Insurance - Unit C4.

### 366 Edgar Street, Condell Park

#### INSURED SITUATION

Unit C4, 366 Edgar Street, CONDELL PARK NSW 2200

#### PROPERTY

Construction of walls:	Brick/Concrete/Stone
Construction of roof:	Metal,Iron,Tin,Steel
Construction of floor:	Concrete
There is sandwich panel foam construction greater than 15%:	No
Number of stories (expressed as ground + number of floors i.e. G+1):	Ground
Year of Construction:	2000
Building is heritage or national trust listed:	No
Type of Occupancy:	Tenanted
Occupation of other tenants:	New Vision Joinery Pty Ltd - Kitchen manufacturers / Joiners
The premises are vacant:	No
You use or intend to use, store or handle hazardous or dangerous goods in excess of the minimum limits under AS 1940:	No
All laws and regulations regarding fire protection, storage of flammable liquids, hazardous and dangerous goods are complied with:	Yes
There is commercial cooking performed on the premises:	No
Condition of housekeeping:	Excellent
Connected to town water and in the area of a permanently manned fire station:	Yes
Compliant Sprinklers installed:	No
Fire Hoses are installed and maintained and capable of covering total floor area:	No
Fire extinguishers are installed and maintained:	Yes
Fire blankets are installed:	No
Smoke detectors are installed and maintained:	No
Number of fire/accidental damage claims have you had in the last 3 years:	0

#### **BUSINESS INTERRUPTION**

Number of business interruption claims in the last 3 years:

#### LIABILITY

Cover required as property owner only:	Yes
Total property value/sum insured of buildings:	\$500,000
Annual gross rent:	\$66,000
<ul> <li>NSW Small Business Stamp Duty Exemption criteria:</li> <li>Is the business;</li> <li>An individual, partnership, company or trust that is carrying on a business; and</li> <li>Has an aggregated turnover of less than \$2 million</li> </ul>	No
Number of liability claims in the last 3 years:	0
You are aware of any circumstances that may give rise to a claim:	No

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## OTHER INSURABLE RISKS AND SERVICES

The preceding Coverage Summary has listed out the covers in place for you. It is important to note that there are a number of other types of insurance that you can purchase which might not currently be included. The list below shows types of insurance that are able to be purchased by you through Insurance Advisernet. This list doesn't include every type of insurance available, but is rather intended to give you a summary of covers available to help you decide what type of protection you require. Please contact us if you require any additional information (please note this list does include the covers you have already purchased too):

Association Liability	Employer Premium Protection	Medical Indemnity/ Malpractice
Aviation	Employment Practices Liability	Money
Bond	Engineering	Mortgage Protection
Builders Warranty	Excess Liability	Personal Accident & Sickness
Burglary	Fleet Motor	Personal Income Protection
Business Expenses	General Property	Personal Term Life
Business Interruption	Glass	Personal Total & Permanent Disability
Business Life Insurance	Goods in Transit	Personal Trauma
Cancellation	Group Personal Accident	Plant/ Machinery
Cancellation & Abandonment	Home and Contents	Pleasure Craft
Caravan & Trailer	Home Business	Private Motor
Carriers Cargo	Household Removals	Prize Indemnity
Commercial Motor Vehicle	Industrial Special Risks	Product Recall/ Guarantee
Contract Works/ Construction	Information Technology Liability	Professional Indemnity
Corporate Travel	Investment Managers Liability	Property
Credit Insurance	Journey Injury	Shipbuilders Warranty
Crime Insurance	Landlords	Statutory Liability
Crop Insurance	Legal Expenses	Strata Plan
Cyber Liability	Liability	Superannuation and Investment
Deductible Buy Back	Livestock	Tax Audit
Directors and Officers	Machinery Breakdown	Travel
Domestic Workers Compensation	Management Liability	Umbrella Liability
Electronic Equipment Breakdown	Marine Hull	Voluntary Workers Personal Accident
Employee Dishonesty	Marine Professional Indemnity	Workers Compensation (ACT/ NT/TAS/WA/VIC)

Not all these covers may apply to your particular circumstances. However, we suggest that this list be reviewed regularly to ensure that your current insurance is still satisfactory in meeting your needs. Additionally, should a particular exposure exist which is neither included in your current insurance program, nor listed above, we would be pleased to investigate availability of that product on your behalf.

**Note:** For Life products your adviser may act as an adviser for another licensee that is authorised to offer financial services in relation to Life/Risk/Financial Planning. If not, you can be referred to an accredited adviser to handle this type of enquiry.

## CLAIMS PROCEDURES

Our claims procedures are focused on providing value and integrity to you, we are on hand to provide fast and efficient claims service and advice when required.

To assist us in achieving the most efficient claims procedure possible, we have set out the following guidelines for your information: -

#### **Notification of Claims**

All losses or incidents which may result in a claim are to be reported as soon as possible after the event to us.

The first notification should be by telephone, or as circumstances dictate, and should include the following information: -

- Description of incident
- Date and time of incident
- Location where circumstances originated
- Estimate of loss
- Action being taken to minimise loss
- Whether police or emergency services were called

#### **Loss Minimisation**

Action should be taken to protect property from any further damage however no action should be taken to repair damage until instructed by us or your Loss Adjustor. Please contact us for further information on loss minimisation.

<u>Emergency Repairs</u> - If you require emergency repairs, you can access 24 hour support by calling this number: 1300 831 094

#### **Own Property Damage**

All losses should be reported immediately to us and we will arrange for Loss Adjustors to take whatever action is required.

#### **Theft and Money**

If loss is due to theft/burglary or involves the loss of money, the police should be contacted immediately and details kept of the police officer and station notified. All losses should also be reported to us as soon as possible.

#### **Motor Vehicle**

<u>Own Damage</u> - All accidents involving your motor vehicle should be reported immediately to either our office or the nearest office of your insurer. The vehicle may be towed to the closest repairer capable of rectifying the damage.

The claim processing is accelerated if a completed claim form can be left at the repairer's premises before the visit by the Loss Adjustor. If there are any delays in obtaining repair authorisation or necessary services, please contact us and we will act on your behalf to expedite.

Usually the policy excess is paid to the repairer upon collection of the repaired vehicle. If the damage is due to the negligence of an identifiable third party, your Insurer will normally endeavour to recover your excess. Where a third party is involved, under no circumstances should any admission of liability be made.

<u>Personal Injury</u> - In cases where personal injury is involved, a separate claim form must be submitted to the Motor Accident Compensation Insurer. Claim forms can be supplied upon request.

No further direct actions with any Third Parties should be undertaken without instruction from Insurer.

A copy of the claim form should be lodged with our office.

#### Liability

<u>General and Products</u> - No admission of liability should be made to any party in any form whatsoever. All correspondence, summonses and demands should be sent to our office immediately upon receipt.

Should you be unable to contact us and your requirements are urgent, please contact IA's central office on 1300 366 085 or email <u>info@iaa.net.au</u>.

## REPORTING PROCEDURES

Your insurance submission has been prepared from information obtained from you and relates to your activities at a certain date. Changes and developments can and do occur which could have a bearing on the adequacy of your insurances.

The following list is to be used as a guide on areas of activity which should be notified to us as they are proposed, or occur, so appropriate steps can be taken to ensure you are adequately protected. Remember it is by no means complete, so when in doubt contact us for guidance:

- Acquisition of new Companies and or Joint Ventures in which you become involved
- Purchase, construction or occupancy of new premises
- Alterations, vacation, temporary un-occupancy, extension of, demolition of existing premises
- Increase in values in excess of sums insured or declared limits
- Removal of stock or equipment to new locations
- Purchase, hire, lease or borrowing of plant and equipment of motor vehicles
- Contractual liabilities, including leases or hiring agreements, particularly any contracts which impose additional liabilities
- Granting of indemnities or hold-harmless agreements
- Changes in processes, occupancy, products or extension of business operations, including new products or processes
- Proposed installation of computers, pressure vessels, lifting equipment or other plant and equipment
- Expansion to other States or Territories within Australia or internationally
- Alteration, amendment to or disconnection of fire or burglary protection systems
- Use or charter or operation of aircraft or waterborne craft (except for ordinary travel)
- Financial dealings which create insurable or pecuniary interest by third parties
- Significant changes to security, money handling or administration methods
- Overseas developments involving establishment of business, export or products or personal movements and travel

#### **REMINDER NOTICE**

#### Delay between final entry into the policy and original disclosure of information

You need to tell us if you have made disclosure of information in the application process and something has happened that makes the information disclosed inaccurate, or new matters arise that would require disclosure under the duty. You must do this before the policy has been entered into (or renewed, varied, reinstated or extended as applicable).

#### **DUTY OF DISCLOSURE**

The *Insurance Contracts Act 1984* requires that you, and everyone who is an insured under your policy, comply with the duty of disclosure. The duty requires you to tell the insurer certain matters which will help them decide whether to insure you and, if so, on what terms.

You have this duty until the insurer agrees to insure you and before the insurer agrees to renew your policy. You also have the same duty before you extend, vary or reinstate an insurance policy.

The type of duty that applies can vary according to the type of policy.

Make sure you explain the duty to any other insureds you may apply on behalf of. We do not do this unless specifically agreed in writing. If you are providing information for other insureds, you confirm you have their authority to do so and that the information provided is what they have told you in response to the duty of disclosure obligations.

We will assist you in determining what needs to be disclosed to the insurer in order to meet your duty. If in doubt it is better to tell us.

When you first apply for your policy, the insurer may ask you specific questions relevant to their decision whether to insure you.

Before an insurer agrees to renew your policy, you may again be asked specific questions by the insurer relevant to their decision whether to renew your policy. Or they may give you a copy of anything you have previously told them and ask you to tell them if anything has changed. If you do not respond then this will be taken to mean there has been no changes.

When you answer any questions asked by the insurer, you must give honest and complete answers and tell the insurer, in answer to each question, about every matter that is known to you and which a reasonable person in the circumstances would include in answering the questions.

If you (or anyone who is an insured, or a proposed insured, under the policy) make a misrepresentation, or if you do not tell the insurer something that you are required to tell them, they may cancel your policy or reduce the amount they will pay you in the event of a claim, or both. If the misrepresentation or failure is fraudulent, the insurer may refuse to pay a claim and treat the policy as if it never existed.

### **Duty of Disclosure**

•	In the past 10 years have you or any Insured person/business/corporation/director had any insurer decline any proposal from inception or decline any claim, cancelled or refused to renew a policy or imposed special conditions?	No
•	In the past 10 years have you or any Insured person/business/corporation/director ever been declared bankrupt or involved in any form of insolvency administration and not been discharged for at least one year?	No
•	In the past 10 years have you or any Insured person/business/corporation/director been convicted or have charges pending, for any criminal offence, including arson, or involving dishonesty of any kind?	No
•	Have you ever had a non motor vehicle loss, whether insured or not, in excess of \$20,000? If Yes, provide details.	No
•	Do you authorise us to give to, or obtain from, other insurers or any reference service, any information relating to insurance held by you or any claim in relation thereto?	Yes
•	Are you aware of any matter, not covered above, that may be relevant to the insurers decision whether to insure you, & if so, on what terms? If yes, please provide details.	No
•	I/We consent to IA's Privacy Policy	Yes

#### Advice Details Personal Advice

We confirm we have provided you with Personal Advice. Personal Advice means that we are taking into consideration the information we have gathered from you to identify your personal objectives, details of your current financial situation and other relevant information, so we can offer you the most appropriate advice possible.

#### Client Acknowledgement - I/we acknowledge that:-

- All answers and statements made in the coverage summary forming part of this Insurance Proposal are true and accurate in every respect.
- No information has been withheld which is likely to affect an insurer's decision about rating or accepting my/our insurances.
- The Insurer reserves the right to decline my application
- This acknowledgement will be relied upon by the insurer and/or Insurance Advisernet Australia Pty Ltd.

#### **Privacy Notice**

We are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles (APPs). Where required, we will provide you with a Collection Notice which outlines how we collect, disclose and handle your personal information. You can also refer to our Privacy Policy available on our website <u>www.insuranceadviser.net</u> or by contacting us for more information about our privacy practices including how we collect, use or disclose information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled.

### **IMPORTANT NOTICES**

For your protection, we are required to draw your attention to the following important information.

**FINANCIAL SERVICES GUIDE (FSG).** We are obliged to provide you with a Financial Services Guide (FSG) which contains information about our services and charges, your rights as a client and other things you need to know in relation to insurance matters including how any complaints you may have will be dealt with. Please <u>click</u> here to view our FSG.

**WORKERS COMPENSATION.** It is compulsory for Employers to have Workers Compensation Insurance. Please ask us for further details, if you are unsure.

**CANCELLATION OF YOUR POLICY.** If a policy is cancelled before the expiry of the period of insurance, we reserve the right to refund the net return premium we receive from the Insurer or have a cancellation fee charged to offset the Insurer's deduction of commission. Please refer to our Financial Services Guide for more Information about our remuneration and cancellation policy.

**COMPLAINTS and/OR DISPUTES.** We subscribe to the Australian Financial Complaints Authority (AFCA), a free service, and the General Insurance Brokers Code of Practice. Please contact our Complaints Manager on 1300 366 085 should you require assistance.

#### **Utmost Good Faith**

Every contract of insurance is subject to the doctrine of utmost good faith which requires that the parties to the contract should act toward each other with the utmost good faith. Failure to do so may prejudice any claim or the continuation of cover provided by Insurers.

#### Average or Co-Insurance

Some policies contain an average/co-Insurance clause, which means that you must insure for the full insurable value of the property insured. If you under-insure, your claim may be reduced in proportion to the amount of the under-insurance.

A simple example, illustrating the application and effect of the average/co-Insurance clause, is as follows: -

Full (replacement) value Sum Insured Therefore you would be self-insured for 50% of the full value	\$1,000,000 \$500,000
Amount of claim (example only) Amount payable by insurers as a result of the application of average/co-Insurance (being 50% of the \$100,000)	\$100,000 \$50,000

#### **Average (Co-Insurance Business Interruption Policies)**

Some policies contain an average/co-insurance clause, which is fully set out in the 'Basis of Cover', 'Basis of Settlement' or 'Policy Specification' of the policy. For the types of cover most usually provided, the average/co-insurance calculation is arrived at by applying the rate of gross profit, revenue or rentals (as applicable); these factors first being appropriately adjusted as provided for in the 'Trend of Business' or 'Other Circumstances' clauses.

If you are in any doubt regarding this clause as it applies to your policy, please contact us for assistance.

#### Subrogation and/or Hold Harmless Agreements

You may prejudice your rights with regard to a claim if, without prior agreement from your Insurers, you make any agreement with a third party which would prevent the Insurer from recovering the loss from that third party, or any party which would be otherwise liable.

Some policies contain provisions that either exclude the Insurer from liability, or reduce its liability, if you have entered into any agreements which exclude or limit your rights to recover damages from another party in relation to any loss, damage or destruction, the subject of a claim under the policy.

Examples of such agreements are the "hold harmless" clauses that are often found in leases, in maintenance or supply contracts and in repair contracts. If you are in any doubt, please contact us to discuss.

#### **Unnamed Parties**

If you require the interest of a party other than the named insured to be covered, you **MUST** request this. Most policy conditions will exclude indemnity to other parties (e.g. mortgagees, lessors, principals etc) unless their interest is properly noted on the policy.

#### Not A Renewable Contract

Cover under your policies terminates on the date shown on the Insurance Advisernet Australia Pty Ltd tax invoice. Some policies are not renewable contracts, in which case, if you wish to purchase similar insurance for any subsequent period, it will be necessary for you to complete a new proposal form prior to the termination of the current policy.

If you wish to effect similar insurance for any subsequent period, it will be necessary for you to complete a new proposal prior to the termination of the current policy.

#### Leasing, Hiring and Borrowing Property

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible to insure the property. This will help avoid arguments after a loss and ensure that any claims are efficiently processed. Some policies automatically cover property you are responsible to insure, subject to the policy deductible.

If the responsibility to insure lies with the owner, we recommend you try to ensure that any lease or hire conditions entered into by you, waive any rights of recovery against you, even when the damage is due to your negligence. This will prevent the owner's Insurer making a recovery against you. If there are no leases or hire conditions, you should write to the owner asking who is to insure the property.

#### **Essential Reading of Policy Wording**

The policy wordings will be passed to you as soon as they are received from the Insurers. It is in your own interests to read these documents without delay and advise us in writing of any aspects which are not clear to you or where any aspect of the cover does not meet with your requirements.

#### **Claims Made During the Period of Insurance**

Your attention is drawn to the fact that some policies provide cover on a 'claims made' basis. This means that claims first advised to you (or made against you) and reported to your Insurer during the Period of Insurance are recoverable irrespective of when the incident causing the claim occurred, subject to the provisions of any clause relating to a 'retroactive date'.

In terms of the provisions of Section 40(3) of the Insurance Contracts Act 1984, where you give notice in writing to the Insurer of facts that might give rise to a claim against you as soon as is reasonably practicable after you become aware of those facts (but before the insurance cover provided by the contract expires) then the Insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the Period of Insurance cover provided by the contract.

In order to ensure that any entitlement under the policy is protected, you must therefore report all incidents that may give rise to a claim against you to the Insurers without delay after such incidents come to your attention and prior to the expiration of the policy period.

#### **Claims Occurring Prior to Commencement**

Your attention is drawn to the fact that, except as indicated in the foregoing section, your policies do not provide indemnity in respect of events that occurred **PRIOR** to commencement of the contract.

For more information please contact your Authorised Representative or IA directly via the details outlined in your insurance policy proposal document or visit <u>www.insuranceadviser.net</u> for more information.