

Davkat Enterprises Pty Ltd T/As Northwest Insurance CAR No. 254625 ABN 59 105 784 469 4b Targo Street Bundaberg QLD 4670 Ph: 07 4151 6001 Email: info@northwestinsurance.com.au Authorised Representative of Community Broker Network Pty Ltd ABN 60 096 916 184 | AFSL 233750

# **QUOTATION TAX INVOICE**

Paul & Cathy Kirchner 168 Barolin Esplanade Coral Cove QLD 4670

\$453.66

\$0.00

\$0.00

Date: 31/01/2022 Invoice Number: 000000 Authorised Representative: Robert Appel - AR: 1249504

\$45.36

\$543.93

Please refer to the policy documents issued by the insurer for complete policy terms and conditions. Please read carefully the important notices attached regarding your duty of disclosure

Type of Policy	
Insured	Paul & Cathy Kirchner
Policy Description	Allianz Landlords Insurance 102/47 Esplanade Bargara
Insurer	Allianz Insurance Australia Limited
Policy Number	142Q106848LLP
Period of Insurance	26/02/2022 to 26/02/2023
Effective Date	26/02/2022
Notes	New Business Home Contents   2022-2023
Premium	FSL Underwriter Stamp Duty Broker Fee GST Invoice Total Fee

\$44.91

\$0.00



# P & C Kirchner Superannuation Fund General Ledger

As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
Property Expen	<u>ses - Insurance (41990)</u>				
<u>102/47 Esplar</u>	nade, Bargara QLD, Australia (IP-102)				
26/07/2021	EZIDEBIT IAL 320964316		40.27		40.27 DR
26/08/2021	EZIDEBIT IAL 328914522		40.27		80.54 DR
27/09/2021	EZIDEBIT IAL 336177718		40.27		120.81 DR
26/10/2021	EZIDEBIT IAL 343498318		40.27		161.08 DR
26/11/2021	EZIDEBIT IAL 352456487		40.27		201.35 DR
29/12/2021	EZIDEBIT IAL 361084357		40.27		241.62 DR
27/01/2022	EZIDEBIT IAL 368960338		40.19		281.81 DR
28/02/2022	ALLIANZ INSURE 122059		45.34		327.15 DR
28/03/2022	ALLIANZ INSURE 142314133017122087		45.34		372.49 DR
26/04/2022	ALLIANZ INSURE 142314133010422116		45.34		417.83 DR
26/05/2022	ALLIANZ INSURE 142314133013722146		45.34		463.17 DR
29/06/2022	ALLIANZ INSURE 142314133017722178		45.34		508.51 DR
			508.51		508.51 DR

Total Debits: 508.51

Total Credits: 0.00

# Schedule of Insurance

This policy is underwritten by: Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850

Thank you for choosing to insure with Allianz.

1. Please read your policy documentation

We want to ensure that you know exactly what you're covered for. Refer to the Product Disclosure Statement PDS(s), any Supplementary PDS or other document that we tell you forms part of your Policy, as these set out the terms and conditions of your cover.

A Target Market Determination (TMD) that sets out the target market for this Product is available by contacting your Broker.

2. Please check that the information we have on record is correct

\* Ensure that everything is correct on your Policy Schedule and contact your broker to make any changes.
\* Note your Duty to take reasonable care not to make a misrepresentation, which is set out at the end of your Schedule.
\* Check whether the cover and sums insured you have nominated are appropriate. You can use our sum insured

nominated are appropriate. You can use our sum insur calculator at www.einsure.com.au/calculators and/or contact your broker for assistance.

# 3. Payment of your premium

- \* If you've chosen to pay by direct debit or credit card your policy may renew automatically upon expiry where we offer a renewal of this policy. Please advise your broker before the policy expiry date if you don't want to renew or wish to opt out of the automatic renewal process. Otherwise, we'll continue to deduct your periodic instalment from your nominated account.
- \* If you have chosen to pay annually, your broker will advise the date by which your policy needs to be paid and how it can be paid.

How do you obtain final cover ?

Contact your broker to confirm that you wish to proceed with the cover, and preferred payment method.

Insured Name Paul & Cathy Kirchner Trading Name

Proposed	Period of Insurance	ce:
Proposed	Issue Date	26/02/2022
Proposed	Expiry Date	26/02/2023
Quote Val	id to Date	29/03/2022



	47 ESPLANADE ESPLANADE BARGARA QLD 4670
No Claim Bonus	30.00%
Policy Type	Allianz Landlord Insurance
Building Type Construction Security	Unit - High Rise Complex (more than 3 stories) Double Brick DEADLOCKS ALL EXTERNAL DOORS WINDOW LOCKS/GRILLS

Unit 102 Level 1

An additional excess amount of \$250 will apply for any claim for damage or loss arising from an earthquake or tsunami.

CONTENTS Sum Insured Total Excess	\$ \$	4000 60	•		
LIMIT OF LEGAL LIABILITY	\$	20,000,00	0		
Length of Tenancy Agreement Long			Term		
OPTIONAL ADDITIONAL COVERS Rent Default and Theft by Accidental Damage by Tenan			applies applies		

Weekly Rent \$ 600

Flood Flood Cover

SITUATION 1

Included

ADDITIONAL CONDITIONS AND ENDORSEMENTS APPLYING TO THE POLICY The following condition(s) and/or endorsement(s) apply to this insurance. Where applicable they will replace any terms, conditions or exclusions contained in the policy document.

# MINIMUM PREMIUM MAY APPLY

Minimum premiums may apply. Any discounts/entitlements only apply to the extent any minimum premium is not reached. If you are eligible for more than one, we also apply each of them in a predetermined order to the premium (excluding taxes and government charges) as reduced by any prior applied discounts/entitlements.

POLICY CONDITIONS Situation 1

How we will settle your rent default, theft by tenant and legal expenses claim: If you are entitled to use bond monies to settle or reduce any loss or damage you must do so. To calculate the amount payable under this section we will deduct the amount of any bond monies remaining after you have paid allowable reletting expenses and we will then settle your



claim subject to the policy conditions.

You must take reasonable care not to make a misrepresentation to us. This responsibility applies until we issue you with a policy for the first time or agree to renew, extend, vary/change, or reinstate your policy.

You must answer our questions honestly, accurately and to the best of your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if you do not answer a question or if your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the policy. If you are answering questions on behalf of anyone, we will treat your answers or representations as theirs.

Whether or not you have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether you are represented by a broker, your particular characteristics and circumstances we are aware of.

If you do not meet the above Duty, we may reject or not fully pay your claim and/or cancel your policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and we may treat your policy as if it never existed.

If our information or questions are unclear, please contact Your Broker.

Supplementary Product Disclosure Statement ("SPDS")

Allianz Landlord Insurance Preparation Date: 01/08/2021

Important changes to your Allianz Landlord Insurance Product Disclosure Statement



This document is an SPDS that updates and amends the Allianz Landlord Insurance Product Disclosure Statement ("PDS") dated 01 February 2021. It is issued by the insurer Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708. This SPDS must be read together with the PDS and any other SPDS that you are given which updates or amends the PDS.

This SPDS amends the PDS as follows:

THE 'TABLE OF CONTENTS' SECTION IS AMENDED AS FOLLOWS:

The words "Your Duty of Disclosure" are deleted and replaced with "Your Duty to take reasonable care not to make a misrepresentation".

THE "UNDERSTANDING YOUR POLICY AND ITS IMPORTANT TERMS AND CONDITIONS" SECTION IS DELETED AND REPLACED AS FOLLOWS:

Understanding your policy and its important terms and conditions

To understand the policy's significant features, benefits and risks you need to carefully read:

\* about each of the available types of cover and benefits in the relevant sections, (the standard cover provided under each section can be affected by the following): \* the "Introduction" section - this sets out the basis on which we insure you and other important information \* the "Words with special meanings" section - this sets out what we mean by certain words used in the policy; \* the "When we will not pay a claim under your policy" section (this sets out the general exclusions and limits that apply to all covers and benefits); \* the "Conditions of cover" and "Making a claim" sections (these set out certain obligations that you and we have. If you do not meet them we may reduce or refuse your claim to the extent we are prejudiced by your non-compliance); and \* the "Other information" section (this contains important information on your Duty to take reasonable care not to make a misrepresentation, our Privacy policy and our Dispute Resolution process); and

\* all of the documents that make up the policy, including the schedule and any endorsements or other written changes to the cover specified before entry into the contract or where required or permitted by law - these contain specific details relevant to you and can affect the cover

THE "APPLYING FOR COVER" SECTION IS DELETED AND REPLACED AS FOLLOWS:

Applying for cover

When you apply for the policy by completing our application you need to provide the information we require to determine whether to issue a policy and if so, on what terms, including (to the extent they are optional) things such as: \* the period of insurance;

\* the premium;

- \* the property you want to cover;
- \* the limits you want for certain covers (if optional);
- \* excesses that will apply to you or others; and

 $^{\ast}$  whether any standard terms need to be varied (this may be by way of an endorsement).

These details are recorded in the schedule we issue to you.



Headings are provided for reference only and do not form part of the policy for interpretation purposes.

Where we agree to issue a policy, cover is provided on the basis: \* that you have paid or agreed to pay us the premium for the cover provided; \* of the verbal and/or written information provided by you which must have been given in accordance with "Your Duty to take reasonable care not to make a misrepresentation".

If you fail to comply with your Duty to take reasonable care not to make a misrepresentation, we may be entitled to refuse or reduce our liability under the policy to the extent our interests are prejudiced by your failure to comply with the Duty to take reasonable care not to make a misrepresentation. If you have told us something which is fraudulent, we also have the option of avoiding the policy (i.e. treating it as if it never existed).

Your Duty to take reasonable care not to make a misrepresentation and the consequences of misrepresentation, are provided under the heading 'Your Duty to take reasonable care not to make a misrepresentation'.

THE 'COOLING OFF AND CANCELLATION RIGHTS UNDER THE POLICY' SECTION IS DELETED AND REPLACED AS FOLLOWS:

Cooling off and cancellation rights under the policy

Cooling off period

You can call us to cancel your policy within 14 days from either:

\* the date we issued you a new policy, or \* the start date of a policy that you have renewed,

and in either of these situations, provided you have not made a claim or an event has not occurred that could give rise to a claim on your policy, we will refund your premium.

We may deduct from your refund amount any government taxes or duties we cannot recover.

Other cancellation rights

In addition to your cooling off period you can cancel the policy at any time by contacting us.

We have the right to cancel the policy where permitted by law. For example, we can cancel: \* if you have failed to comply with your Duty to take reasonable care not to make a misrepresentation; \* where you have failed to comply with a provision of your policy, including the term relating to payment of premium; \* where you have made a fraudulent claim under your policy or under some other contract of insurance that provides cover during the same period of time that our policy covers you; or

\* where we are otherwise permitted to do so by law.

Subject to your cooling off rights, if you or we cancel the



policy we may deduct a pro-rata proportion of the premium for the time on risk and any government taxes or duties we cannot recover.

In the event that you have made a claim under this policy and we have agreed to pay the full sum insured for your property no return of premium will be made.

If we cancel the policy we may do so by giving you at least three business days' notice in writing of the date from which the policy will be cancelled. We will give you written notice via one of the following ways; \* give it to you or your agent in person; \* deliver it electronically where we are allowed by law; or \* post it to the address last notified to us.

THE 'YOUR DUTY OF DISCLOSURE' SECTION IS DELETED AND REPLACED AS FOLLOWS:

Your Duty to take reasonable care not to make a misrepresentation You must take reasonable care not to make a misrepresentation to us. This responsibility applies until we issue you with a policy for the first time or agree to renew, extend, vary/change, or reinstate your policy. You must answer our questions honestly, accurately and to the best of your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if you do not answer a question or if your answer is obviously incomplete or irrelevant to the question asked. The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the policy. If you are answering questions on behalf of anyone, we will treat your answers or representations as theirs. Whether or not you have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether you are represented by a broker, your particular characteristics and circumstances we are aware of. If you do not meet the above Duty, we may reject or not fully pay your claim and/or cancel your policy. If the misrepresentation was deliberate or reckless, this is an

act of fraud, and we may treat your policy as if it never existed.

If Our information or questions are unclear, You can contact Us via the details on the back cover or visit www.einsure.com.au/misrepresentation

#### ALLIANZ PRIVACY NOTICE

This document sets out how we use, collect and disclose personal information about you. It replaces any information about privacy in the insurance documentation we have previously provided to you. Further information is in our Privacy Policy available at www.allianz.com.au.

At Allianz, we give priority to protecting the privacy of your personal information. We do this by handling personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth).



How We Collect Your Personal Information

We usually collect your personal information from you or your agents. We may also collect it from our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that you are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

# Why We Collect Your Personal Information

We collect your personal information to enable us to provide our products and services, including to process and settle claims; offer our products and services and those of our related companies, brokers, intermediaries and business partners that may interest you; and conduct market or customer research to determine those products or services that may suit you. You can choose not to receive product or service offerings from us (including product or service offerings from us on behalf of our brokers, intermediaries and/or our business partners) or our related companies by calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to our websites Privacy section at www.allianz.com.au.

Who We Disclose Your Personal Information To

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to you. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, parties that we have an insurance scheme in place with under which you purchased your policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

#### Disclosure Overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

#### Access to Your Personal Information and Complaints

You may ask for access to the personal information we hold about you and seek correction by calling 1300 360 529 EST 8am 6pm, Monday to Friday. Our Privacy Policy contains details about how you may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how we deal with complaints. Our Privacy Policy is available at www.allianz.com.au.

# Telephone Call Recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where we have recorded a telephone call, we can provide you with a copy at your request, where it is reasonable to do so.



This document was printed on 31/01/2022



# **IMPORTANT NOTICES**

We have prepared this document to assist you to understand important issues relating to your insurances. Please contact your Insurance Broker if you have any questions or require further advice/assistance.

# **ESSENTIAL READING OF POLICY WORDING**

The policy wordings for your insurances are essential reading to understand what is protected by each policy. Read them carefully as soon as possible and contact us if you have any concerns about the extent of your cover.

# YOUR DUTY OF DISCLOSURE

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

You have this duty until they 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 the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- the insurer knows, or should know: or
- the insurer waives your duty to tell them about.

If you do not tell the insurer something you are required to, they may cancel your insurance contract or reduce the amount they will pay you if you make a claim, or both. If your failure to tell them is fraudulent, they may refuse to pay a claim and treat the insurance contract as if it never existed.

# ADDITIONAL DUTY NOT TO MAKE A MISREPRESENTATION

(Applies to consumer insurance contracts only)

A consumer insurance contract (CIC) is a contract that is purchased for personal, domestic or household purposes.

You have a duty under the *Insurance Contracts Act 1984* (**ICA**) to take reasonable care not to make a misrepresentation to the insurer (your duty).

Your duty applies only in respect of a policy that is a consumer insurance contract, which is a term defined in the ICA. Your duty applies before you enter into the policy and also before you renew, extend, vary or reinstate the policy.

Before you do any of these things, you may be required to answer questions and the insurer will use the answers you provide in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms. To ensure you meet your duty, your answers to the questions must be truthful, accurate and complete.

If you fail to meet your duty, the insurer may be able to cancel your contract, or reduce the amount it will pay if you make a claim, or both. If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

# DUTY OF GOOD FAITH

Both parties to an insurance contract, the insurer and the insured, must act towards each other with the utmost good faith. If you fail to do so, the insurer can cancel your insurance. If the insurer fails to do so, you may be able to sue the insurer.

# AVERAGE OR CO-INSURANCE

Some policies contain an Average clause. This means that if you insure for less than the full value of the property, your claim may be reduced in proportion to the amount of the under-insurance. These clauses are also called "Co-Insurance" clauses.

# A simple example is as follows:

Full (Replacement) Value	\$1,000,000
Sum Insured	\$500,000

Therefore, you would be self-insured for 50% of the Full Value

0,000
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Amount payable by Insurers as a result of the application of Average/Co-Insurance (ie: 50%) \$50,000

Some Business Interruption policies contain an Average/Co-insurance clause, but the calculation is different. Generally, the Rate of Gross Profit, Revenue or Rentals (as applicable) is applied to the Annual Turnover, Revenue or Rentals (as applicable) (after adjustment for business trends or other circumstances).

# **CONTRACTS AND LEASES YOU SIGN**

If you sign a contract with an indemnity, "hold harmless" or release, it can invalidate your insurance – unless you obtain the Insurer's consent in advance.

These clauses are often found in leases and other contracts you sign from time to time relating to your business. Do not sign a contract or lease without contacting us and/or taking legal advice as to whether the contract terms will prejudice your policy.

# **Change or Alteration in Risk**

It is our duty as brokers to give you sound professional advice, but that advice can only be sound and valid if we are kept properly informed of changes to your business, circumstances or products such as alteration of risk, changes in location, mergers and acquisitions or any new or changes

# **Non-Renewable Insurance**

Cover under your policies terminates on the date shown on our tax invoice or adjustment note.

While insurers will send renewal offers for most insurance policies, there are some which are not "renewable". For these, if you wish to effect similar insurance for a subsequent period, you will need to complete a further proposal form/declaration before the current policy expires so that we can seek terms of insurance and quotations on your behalf.

#### **Refund of Premium**

If there is a refund or reduction of premium owed to you as a result of a cancellation or alteration to a policy, we will retain any broker fee we have charged you. CBN will retain any commission that was paid to them by the insurer for the policy and we may retain the portion of the commission that was paid to us by CBN. We may also charge you a cancellation fee.

# Cancellation of Policy or Deficient Cover Due to Non-Payment of Premium

We shall not be held responsible for the cancellation of your policy, a deficiency in cover, or the denial of a claim by your Insurer where you have not paid, or did not pay, any amount of premium due to us or your Insurer, or instalments to your premium financier.

#### General

Many areas of insurance are complex, and some implications may not be evident to you. If there are **any** aspects of your insurances that you do not understand or you require further explanation, please contact us immediately.



# ADDITIONAL INSUREDS AND NOTING INTERESTS

If a person is to be named on your policy or insured as a co-insured or joint insured, notify us immediately so we can request this in advance from the insurer. Your property and liability policies will not provide automatic cover for the insurable interest of other parties (e.g., mortgagees, lessors).

Check with us whether the insurer will include someone else as an insured or note their interests before you agree to this in a contract or lease. We cannot guarantee that an insurer will agree to include someone as an insured under your policy or to note their interests on your policy.

# **CLAIMS OCCURRING POLICIES**

Most of your policies do not provide indemnity in respect of events that occurred before the insurance commenced. They cover events that occur during the policy period.

# **CLAIMS MADE POLICIES**

Some policies (e.g. professional indemnity insurance) 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 policy period are insured under that policy, irrespective of when the incident causing the claim occurred. If you become aware of circumstances which could give rise to a claim, notify the insurer during the policy period.

Report all incidents that may give rise to a claim against you to the insurers immediately after they come to your attention and before the policy expires.

# **INSURER SOLVENCY**

We do not warrant or guarantee the current or ongoing solvency or financial viability of the insurer because we have no control over the insurer's performance, and this can be affected by many complex commercial and economic factors.

# UNAUTHORISED FOREIGN INSURERS

In limited cases, we may recommend that you insure with an unauthorised foreign insurer. An unauthorised foreign insurer is an insurer that is not authorised under the Insurance Act 1973 (**Act**) to conduct insurance business in Australia and is not subject to the system of financial supervision of general insurers in Australia that is monitored by the Australian Prudential Regulation Authority.

#### LEASING, HIRING AND BORROWING PROPERTY

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible for insuring the property.

Industrial Special Risks policies automatically cover property which you are responsible to insure, subject to the policy excess. Public liability insurance may assist you meet claims relating to property damage to property which you lease or hire. A sub-limit usually

If the insurer becomes insolvent, you will not be protected by the Federal Government's Financial Claims Scheme provided under Part VC of that Act.

#### **Non-Disclosure**

Policies which are not governed by the Insurance Contracts Act 1984 such as marine, (other than marine inland transit insurance and pleasure craft) and insurance required by statute such as Compulsory Third Party (CTP) motor vehicle insurance and workers compensation, the Insurer may be able to recover against the Insured in the event of misrepresentation, misstatement or non-disclosure.

If you are uncertain as to whether particular information is relevant to the insurer's decision to insure, please contact us and we can help you identify whether the information should be disclosed to the insurer on the application or upon renewal or variation of the insurance.

#### **GENERAL ADVICE WARNING**

This advice does not take into account your personal objectives, financial situation or needs. For this reason, before you act on this advice, you should consider the appropriateness of the advice having regard to your own objectives, financial situation and needs.

Insurers have created Target Market Determinations (TMDs) which set out the type of customer and risk the product is designed for. We can confirm that you fall within these criteria for this financial product. If you would like a copy of the TMD, please advise us so that we can make this available to you.

Before you make any decision about whether the policy is right for you, you should obtain and read the Product Disclosure Statement (PDS) for the policy.

