



# Alliance Insurance Broking Services Pty Ltd

ABN 77 095 376 882 | AFSL 244127 | 119 Salmon Street, Port Melbourne VIC 3207  
T +61 3 9647 0600 | E email@allianceinsurance.com.au | W allianceinsurance.com.au

You are reminded that the policy mentioned below falls due for renewal on 25/11/2019. To ensure your continued protection, payment must be received by this due date. This is an invitation to renew, and not a demand for payment.

Rotary Club Of Southern Districts Inc  
P O Box 84  
THORNLIE WA 6988

## TAX INVOICE

This document will be a tax invoice for GST when you make payment

**Invoice Date:** 29/10/2019  
**Invoice No:** 242977  
**Our Reference:** ROTARY CL

Should you have any queries in relation to this account, please contact your Account Manager  
**STEPHEN MAXWELL Auth Rep N. 339305**

**Class of Policy:** Public & Products Liability  
**Insurer:** AIG Australia Limited  
Level 12, 717 Bourke Street, Docklands, VIC 3008  
ABN: 93 004 727 753  
**The Insured:** Rotary Club Of Southern Districts Inc

## RENEWAL

**Policy No:** MOP1000432  
**Period of Cover:**  
From **25/11/2019**  
to **25/11/2020** at 4:00 pm

**Details:** See attached schedule for a description of the risk(s) insured

## YOUR DUTY OF DISCLOSURE

PLEASE READ IMPORTANT NOTICE OVERLEAF

### NON-DISCLOSURE

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce the liability under the Contract in respect of a claim or may cancel the Contract. If your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the Contract from its beginning.

Clients who are not fully satisfied with our services should contact our customer relations/complaints officer.

**Alliance Insurance Broking Services Pty Ltd** is a member of the Australian Financial Complaints Authority (AFCA). Further information is available from our office or contact AFCA on 1800 931 678 or visit [www.afca.org.au](http://www.afca.org.au). We also adopt the Insurance Code of Practice.

### Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Broker Fee
\$1,612.50	\$0.00	\$0.00	\$161.60	\$177.38	\$3.52
<b>TOTAL</b>					<b>\$1,955.00</b>

(A processing fee applies for Credit Card payments)



**Biller Code: 30932**  
**Ref: 9130825592864684**

Contact your financial institution to make this payment from your nominated account.



Post your cheque made payable to:  
Alliance Insurance Broking Services Pty Ltd  
119 Salmon Street  
Port Melbourne Vic 3207

**Our Reference:** ROTARY CL  
**Invoice No:** 242977



Visa, Mastercard & AMEX - 1.6% fee applies for all  
Visit [www.allianceinsurance.com.au](http://www.allianceinsurance.com.au)  
Client Ref: 0182559X Invoice Ref: 242977



BSB: 083032 Account: 117353102  
Reference: 30825592864684



Call (03) 9647 0600 to pay using your  
Visa, Mastercard & AMEX - 1.6% fee applies for all  
Reference: 9130825592864684



Pay in person at any Australia Post outlet



\*481 01 00000254 9130825592864684

**AMOUNT DUE**

**\$1,955.00**

## Schedule of Insurance

<b>Class of Policy:</b> Public & Products Liability	<b>Policy No:</b> MOP1000432
<b>The Insured:</b> Rotary Club Of Southern Districts Inc	<b>Invoice No:</b> 242977
	<b>Our Ref:</b> ROTARY CL

**NAME OF INSURED:** Rotary Club of Southern Districts Inc

and all parties for whom the Insured undertakes to insure for their respective rights, interests and liabilities.

**DESCRIPTION OF BUSINESS:**

Market owner and/or operator and any other activity incidental thereto.  
**Uninsured stallholders included - subject to exclusions on pages 35 and 36 of attached document**

**PERIOD OF INSURANCE:** From: 25 November 2019  
To: 25 November 2020  
Both Local Standard Time at the Insured's head office

**LOCATION:** Anywhere in Australia

**INTEREST INSURED:** The Insured's legal liability to third parties to pay compensation in respect of death, illness, personal injury and/or property damage occurring during the period of insurance as a result of an occurrence and happening in connection with the business.

**LIMITS OF LIABILITY:** **Public Liability** \$ 20,000,000

In respect of any one occurrence or series of occurrences arising out of the one event during the period of insurance.

**Products Liability** \$ 20,000,000

In respect of any one occurrence or series of occurrences arising out of one event and in the aggregate during the period of insurance.

**Property in Physical or Legal Control of Insured** \$ 100,000

In respect of any one occurrence or series of occurrences arising out of the one event during the period of insurance.

**DEDUCTIBLE:** **NIL** each and every claim or series of claims arising from the one occurrence in respect of Third Party Property Damage losses, otherwise no deductible applies.

All occurrences of a series consequent upon or attributable to one source or original cause shall be deemed one occurrence for the purpose of the application of the above deductible.

**POLICY WORDING:** **AIG BUSINESS GUARD BROADFORM LIABILITY**

**SUBJECTIVITIES:**

- 1. ALL STALLHOLDERS AND AMUSEMENT OPERATORS TO HAVE A MINIMUM OF \$10 MILLION COVERAGE**
- 2. SECURITY GUARD EXCLUSION**
- 3. PERFORMERS LIABILITY EXCLUDED**
- 4. UNINSURED STALLHOLDERS COVERAGE INCLUDED - SUBJECT TO EXCLUSIONS ON PAGE 36**

**Class of Policy:** Public & Products Liability  
**The Insured:** Rotary Club Of Southern Districts Inc

**Policy No:** MOP1000432  
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## IMPORTANT INFORMATION

### POLICY

This notice refers to a contract of insurance that you have entered into via our company. You should refer to your policy document for the full terms and conditions applicable and you should read them carefully. Should any doubts arise as to the scope of cover provided, please contact us for an explanation.

### YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance and up until the commencement of the insurance, you have a duty, under the Insurance Contracts Act 1984, to tell the underwriter of anything that may affect the underwriters' decision whether to insure you and on what terms. You must tell the underwriter about anything that you know, or could be reasonably expected to know taking into account the nature and extent of the insurance cover to be provided and the class of persons who would ordinarily be expected to apply for such insurance cover.

For Eligible Contracts (Eligible Contracts involve individuals purchasing insurance for motor vehicles with carrying capacity under 2 tonne, motorcycle, home building and contents, residential strata, travel, personal accident and sickness and consumer credit) the above duty only applies to questions asked of you by the underwriter. In answering any such questions you must tell them anything that you know and that a reasonable person in the circumstances would include.

You have the same duty before you renew, extend, vary or reinstate an insurance contract. You do not need to tell the underwriter anything that:

- reduces the risk to be insured or that is of common knowledge;
- the underwriter knows or, in the ordinary course of business, ought to know;
- the underwriter has waived your duty to tell them about.

### NON-DISCLOSURE

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

### RETAIL CLIENTS

Under the Corporations Act 2001 and associated Regulations Retail Clients are provided with additional levels of protection from other insurance purchasers. The Act defines Retail Clients as:

Individuals or a small manufacturing business employing less than 100 people or any other business employing less than 20 people.

And that are being provided a financial service or product that relates to the following insurance covers:

Motor Vehicle (under 2 tonne), Home building, contents, personal and domestic, Sickness and Accident or Travel, Consumer Credit and other classes as prescribed by regulations.

### WHAT ADVICE IS BEING PROVIDED (RETAIL CLIENTS ONLY)

If you are a RETAIL CLIENT (refer above) and a Statement of Advice has not been provided to you with this invoice then the advice that we are giving you related to this transaction is General Advice.

General Advice is advice that has been prepared without considering your current objective's, financial situation or needs. Therefore, before acting on this advice, you should consider the appropriateness of the advice having regard to your current objective's, financial situation or needs.

If the advice provided relates to the acquisition or possible acquisition of a new insurance policy and the underwriter has prepared a Product Disclosure Statement (PDS) we will have attached the PDS for your review. You should consider the PDS prior to making the decision to purchase this product. Further information regarding the income we have been paid by the underwriter for this transaction is available upon request.

### DISPUTES

Clients not satisfied with our services should contact our Complaints Officer. We are members of the Financial Ombudsman Service (FOS), a free consumer service. Further information is available from our office, or contact FOS directly on 1800 367 287 or visit [www.fos.org.au](http://www.fos.org.au). We also follow the Insurance Brokers Code of Practice.

### CANCELLATION WARNING (RETENTION OF BROKERAGE AND FEES)

If a cover is cancelled before expiry of the period of insurance, we reserve the right to refund to you only the net return premium we received from the underwriter, and not refund any part of the brokerage or fees we receive for arranging the cover. A broker service fee may be charged to process the cancellation.

### ELECTRONIC DELIVERY OF DISCLOSURE NOTICES

Please note that where possible we prefer to provide all correspondence and disclosure notices (including Financial Services Guides and Product Disclosure Statements) to you electronically, via email or links to websites etc. If you have provided your email address to Us we will typically use that email address for all correspondence and disclosure notices. Should you not wish to be sent disclosure documents electronically please advise us accordingly and we will update our records accordingly.

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### **PREMIUM FUNDING WARNING**

Premium funding allows you to spread out the cash flow associated with paying your insurance premiums over the next twelve months. We receive a commission from the funder for arranging the funding contract, full details are available on request. Please note that should the insurance policy be cancelled before the expiry date for whatever reason, the Premium Funder will charge you the full interest applicable to the contract, as detailed in the Loan Application Form. Typically there will be no refund of our commission on the refund premium and no refund of any fee we may have charged you for arranging the cover. We also reserve the right to charge you a policy cancellation handling fee. In some cases underwriters also apply minimum premiums to policies, which may further reduce the refund that you might otherwise receive.

The impact of the above on you is that any refund you receive for the mid term cancellation of your policy will usually be significantly less than a pro rata calculation would produce and in extreme cases may involve you having to make an additional final payment even though the policy has been cancelled. Therefore prior to cancelling a policy and replacing it with another cover we strongly recommend that you discuss your situation with us so that we can advise the exact extent and impact of the early cancellation provisions mentioned above.

### **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 on your part may prejudice any claim or the continuation of cover provided by Underwriters.

### **UNDERWRITING AGENTS AND WHOLESALE BROKERS**

In some cases we access insurance products via Underwriting Agents and Wholesale brokers rather than directly with the insurer. In such cases should you wish to access the Financial Services Guide of the Underwriting Agency or Wholesale Broker please contact us and we will arrange to have a copy sent out to you.

### **CONTACT AGREEMENT**

To ensure that we provide you with appropriate products and services, you agree to us calling you at our discretion to discuss any new products and services. If you do not wish to receive such calls please advise us and we will place you on our Do Not Call Register.

### **CONTRACTUAL LIABILITY**

Many commercial or business contracts contain clauses dealing with your liability (including indemnities or hold harmless clauses). Such clauses may entitle your underwriters to reduce cover, or in some cases, refuse to indemnify you at all. You should seek legal advice before signing and accepting contracts. You should inform us of any clauses of this nature before you enter into them

### **AVERAGE / CO-INSURANCE**

It is most important that the Sum Insured you select is adequate to represent the value of the insured property and is calculated in accordance with the cover being arranged. Otherwise, you will be under-insured and in terms of the Average / Co-insurance provisions of your policy, you may be responsible for paying part of the loss you actually suffer.

### **THIRD PARTY INTERESTS**

Insurance policies will only provide cover for your interest in the property insured and does not cover the interest of any third parties unless you have informed us of them in writing and they are noted on the policy.

### **ALTERATIONS**

No alterations to the risk whatsoever will be admitted until you have notified us in writing and will not take effect until acceptance is confirmed by the insurance underwriters.

### **PAYMENT**

You will not be insured if you fail to pay the premium in full within 14 days from commencement of the risk for new policies and prior to the due date for renewals unless alternative credit arrangements have been agreed with us in writing.

### **NEW POLICIES**

Notwithstanding the above, you will not be insured if you do not submit the relevant Proposal within 30 days from commencement of the risk unless an extension of time has been agreed with us in writing.

### **INTERESTS OF OTHER PARTIES**

Many policies exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned, or subject to finance, the interest of the joint owner or financier may be excluded, if it is not specifically noted on the policy.

### **CANCELLATION**

If you cancel this insurance prior to the expiry date, we will be entitled to retain such proportion of any broker's fee and/or commission that relate to the unexpired period of insurance.

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**PRIVACY ACT**

The Privacy Act 1988 requires us to inform you on how we collect, use and disclose your personal information. A copy of our Privacy Policy Statement is available on request from our office or from our Website.

**COOLING OFF**

All Retail Products are subject to a "cooling off period". This means that if you are not happy with a Retail Product, you have the opportunity to withdraw from the new contract at no cost to you other than our broker's fee, which is not refundable.

**DISCLAIMER**

This notice is a summary only (errors and omissions excepted) and does not purport to be a copy of the insurance underwriters' policy or other documents. In case of any discrepancy, the underwriters' documents will prevail.

**TERMS OF TRADE**

Payment of this account constitutes your acknowledgement and acceptance of these conditions and authorises us to act as your insurance brokers for the risks outlined on the face hereof and no others unless specifically agreed by us in writing.

**SUBROGATION**

You are warned that should you become a party to any agreement that has the effect of excluding or limiting your underwriter's ability to recover from a third party, your underwriters may have the right to refuse to indemnify you for such loss where it is shown that your underwriter's rights of recovery have been prejudiced by your action.

**RIGHTS OF RECOVERY AGAINST OTHERS**

It is a condition of a Contract of Insurance that you may not forego any right of recovery that may exist against another party without prior approval in writing being given by your underwriter.

**CLAIMS MADE POLICY**

This policy provides cover on a "claims made" basis which means that claims first advised to you (or made against you) during the period of insurance are covered irrespective of when the incident causing the claim occurred. To protect your entitlement to indemnity under this policy you must report to underwriters without delay and prior to expiry of the policy period all incidents that may give rise to a claim against you.

**AVERAGE OR CO INSURANCE**

If the subject matter of insurance (or part thereof) relates to Industrial Special Risks, Fire & Perils or Business Interruption/Consequential Loss, then the policy (or part thereof) will be subject to average. This means that if the sum insured you nominate for buildings, plant, machinery, stock is less than 100% of its value (100% for Business Interruption/Consequential Loss) at the time the insurance was effected (or renewed), then part of the loss will/may not be covered by the policy.

For example a policy with a 100 % co-insurance clause pays as follows: if a building is insured for \$150,000 when its value is \$200,000, then in the event of a claim for damage of \$100,000, underwriters will only pay \$75,000 and you will be your own underwriter for the balance.

**AVERAGE/CO-INSURANCE - BUSINESS INTERRUPTION POLICIES**

Some policies contain an Average/Co-Insurance clause which is fully set out in the "Basis of Cover" 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) to the Annual Turnover, 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 insofar as it applies to your policy, please contact your Account Manager for assistance.

**CLAIMS OCCURRING PRIOR TO COMMENCEMENT**

Your attention is drawn to the fact that your policies do not provide indemnity in respect of events that occurred PRIOR to commencement of the contract.

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