

Arcuri & Associates Pty Ltd A.F.S.L. 235409 A.B.N. 22 006 299 298 P.O. BOX 2850 FITZROY VIC 3065 Ph: 03 84154000

Fax: 03 94158280 Email: insurance@arcuri.com.au

Date: 15/05/2020

NEW BUSINESS TAX INVOICE

Down To Earth (VIC) Co-Operative Society Ltd PO Box 295 Brunswick East VIC 3057

Invoice Number: 00302155

Account Executive: Ashley Johnson

Thank you for using our services to arrange this insurance cover.

Brief details of cover arranged on your behalf are given below. You should 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. Do not hesitate to contact us with any questions you may have.

Type of Policy	BUS - Business Insurance
Insured	Down To Earth (VIC) Co-Operative Society Ltd
Policy Description	Public Liability Insurance \$10,000,000
Insurer	QBE INSURANCE (AUSTRALIA) LIMITED
Policy Number	141U621634BPK
Period of Insurance	06/06/2020 to 06/06/2021
Effective Date	06/06/2020

Premium	FSL	Insurer Policy Charge	Stamp Duty	Admin Fee	GST	Invoice Total
\$ 398.58	\$ 0.00	\$ 0.00	\$ 43.84	\$ 61.56	\$ 46.02	\$ 550.00

Payment Options



Account Name: ARCURI ASSOC BROKING A/C **BSB:** 013259 Account Number: 108653484

Payment Reference: 302155

Insured: Down To Earth (VIC) Co-Operative Society Ltd

Invoice No: 302155

Account Manager: Ashley Johnson



Mail this portion with your cheque payable to: ARCURI & ASSOCIATES PTY.LTD P.O. BOX 2850

FITZROY VIC 3065



To pay with your Mastercard or Visa Call: 03 84154000

> **Total Due:** \$ 550.00



Notes:

Policy Number 141U621634BPK

Period of Cover 6/06/2020 to 6/06/2021 at 4pm

Insured

Insured Name Down To Earth (VIC) Co-Operative Society Ltd

ABN 77 380 803 219
Address 7 Lee Street

BRUNSWICK EAST, VIC, 3057

Policy Wording

QM8166

Cover Summary

Situation: 7 Lee Street BRUNSWICK EAST VIC 3057 (Principal)

Cover	Taken
Property Damage	Not Taken
Business Interruption	Not Taken
Theft	Not Taken
Money	Not Taken
Machinery Breakdown	Not Taken
Electronic Equipment Breakdown	Not Taken
Public & Products Liability	Taken
Glass	Not Taken
General Property	Not Taken
Employee Dishonesty	Not Taken
Transit	Not Taken
Tax Audit	Not Taken

Claims Experience

Any claims in the last 3 years under the sections to be insured?

Situation Details

Situation: 7 Lee Street BRUNSWICK EAST VIC 3057 (Principal)

Business Details

Selected Occupation Club, Community Assoc. Operation Ex.

Licensed Noc

Annual Turnover \$ 500,000

Total number of staff - Full Time 2

Total number of staff - Part time/Casual 0

Interested Parties

No Interested Parties noted

Public and Products Liability cover section

Limit of liability

General Liability and Products Liability \$ 10,000,000



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Details of Business

Property Owner Liability only No

Contractors and Subcontractors

Do you engage contractors and/or subcontractors in your No

business

Labour Hire

Do you engage labour hire or hired in labour in your business No

Additional benefit

Property in Your physical or legal control \$ 250,000

Applicable Excesses

All Property Damage claims \$ 500

Endorsements

Endorsement # 1

Name ORGANISERS Code BPPS40

Wording

ORGANISERS

The Public and products liability cover section of this Policy does not cover liability for claims in respect of:

- 1. Personal injury or damage to property of persons actually participating in any performance, sport, game, contest or display involving athletic, acrobatic, military or equestrian skill or the use of firearms, missiles of any kind, explosives or combustibles.
- 2. Personal injury or damage to property of persons caused by the use of mechanical amusement devices.

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IMPORTANT NOTICES & INFORMATION

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

PRIVACY (AAPriv12032014)

We are committed to protecting your privacy. We use NON-DISCLOSURE the information you provide to advise about and assist with your insurance needs. We provide your information to insurance companies and agents that provide insurance quotes and offer insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims administrators). Your information may be given to an overseas insurer (like Lloyd's of London) if we are seeking insurance terms from an overseas insurer, or to reinsurers who are located overseas. We will try to tell you where those companies are located at the time of advising you. We do not trade, rent or sell your information. If you don't provide us with full information, we can't properly advise you, seek insurance terms for you, or assist with claims and you could breach your duty of disclosure. For more information about how to access the personal information we hold about you and how to have the information corrected and how to complain if you think we have breached the privacy laws, ask us for a copy of our Privacy Policy or visit our website.

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 coverprovided, please contact us for an explanation.

YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance, you have a duty, under the Insurance Contracts Act 1984, to disclose every matter that you know, or could be reasonably expected to know, is relevant to the underwriters' decision whether to accept the risk of insurance and, if so, on what terms. You have the same duty to disclose those matters before you renew, extend, vary or reinstate a contract of general insurance Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by the underwriters:
- that is of common knowledge;
- that the insurers know or, in the ordinary course of business, ought to know;
- · as to which compliance with your duty is waived by the underwriters

YOUR DUTY OF DISCLOSURE - MOTOR

What you must tell your insurer or broker regarding every driver:

- Any additional regular drivers
- Updated traffic offences (e.g. Exceeding the speed limit, drink driving or loss of licence)
- Any motor accidents
- · Any criminal offences
- Changes in garaging or overnight location Please contact us as soon as possible should you need to advise us of your updated information.

YOUR DUTY OF DISCLOSURE - HOME

What you must tell your insurer or broker regarding every property:

- Any changes in the occupancy of the property (i.e. vacant or leased to tenants)
- Any changes to the property (i.e. updated security or undergoing construction works)

- · Any required changes to the replacement construction value of the building (Sum Insured)
- Any required changes to the replacement value of the contents (Sum Insured)

Please contact us as soon as possible should you need to advise us of your updated information.

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

SPECIAL CONDITIONS, WARRANTIES AND NOTES

Nearly every insurance policy has special and unique conditions or warranties that apply to your insurance cover. It is imperative you read and understand these conditions. Your Personal broker can help explain them to you.

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

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 insurer 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 insurer for this transaction is available upon request.

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 1300 780 808 orvisit 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 insurer, and not refundany part of the brokerage or fees we receive for arranging the cover. A broker

service feemay 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.

INSURER SOLVANCY

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

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 insurers 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 Insurers.

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

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please advise us and we will place you on our Do Not CallRegister.

VALUATIONS

Please provide us with current valuation for all property to be insured otherwise at the time of a loss you may sustain a very serious co-insurance contribution and there is nothing we can do to change this.

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.

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, insurers will only pay \$75,000 and you will be your own insurer for the balance.

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) tothe Annual Turnover, Revenue or Rentals (as applicable); these factors first being appropriately adjusted as provided for in the "Trend of Business" or "Other Circumstances"

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

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.

COOLING OFF

All Retail Products are subject to a 14-day "cooling off period". This means that if you are not happy with a Retail Product, you have 14 days 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 inwriting.

SUBROGATION

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

CLAIMS MADE POLICY

Some policies 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 these policies you must report to insurers without delay and prior to expiry of the policy period all incidents that may give rise to a claim against you.

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.

PAYMENT AND DECLARATION

By paying the premium, you hereby agree that:

- Your declaration that the information and answers provided in this document are truthful, accurate and complete. No information likely to affect our decisions about this insurance has been withheld. If any information or answer provided in this document is not correct, incomplete or has changed you will notify us promptly.
- You have received the Product Disclosure Statement (PDS) and accepted to be bound by the terms and conditions contained in it.
- You have read and understood the Duty of Disclosure notice set out on the previous page of this document.
- You have authorised your insurer to give to or obtain from other insurers or insurance reference bureaus any information about your insurance and claims history and any other information relating to this insurance if required at any time.

CONTRACTS, AGREEMENTS & INDEMNITIES WITH OTHER PARTIES

A policy will usually only cover the policy holder and named insureds. Liability policies pay compensation on the basis of a legal liability to pay and are limited in scope by the terms and conditions of the policy wording issued by your insurers. This is generally based on liability at common law or in negligence and statutory law and this is not always consistent with contractual liability.

Since insurance policies do not respond to every loss, liability, damages, compensation or cause, there are usually gaps between your insurance policies and your liability under a contract. This is why it is critical to obtain legal advice as to whether your policies would respond to a breach of your contractual obligations and whether those obligations are inconsistent with your liability at law. It is also prudent to seek legal and broking advice on the scope of cover offered under your policy to see whether it is consistent with the requirement of any insurance requirements and other clauses in the contract which may make you liable for losses or costs beyond that which for which the policy provides.

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.

SUB-CONTRACTORS NOT COVERED

Your insurance policy does in most cases, not cover sub-contractors. All sub-contractors must be self-insured and you should ensure that their cover is in place at alltimes.

Any claim made upon an uninsured sub-contractor will not be covered under this policy.

WELDING

Welding is generally not covered under standard insurance policies unless it is advised to the insurer and agreed by them. If any welding is to be done by you, please advise your broker. If welding cover is granted, Australian Standards need to be adhered to. Contact our office for further details.

FLOOD

Your Policy may not automatically cover flood damage. However, flood cover is offered by several insurers. If flood cover is required please contact your broker who will approach an insurer. This cover is dependent upon acceptance by an insurer.

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 applies to the amount you can claim for damage to property in your care, custody or control.