

QUOTATION

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

Date: 03/09/2020

Invoice Number: 000000

Account Executive: Ashley Johnson

Thank you for requesting a quotation for your insurance options.

Brief details of covers quoted for your consideration are given below. You should refer to the Product Disclosure Statement & Financial Services Guide included with this Quotation.

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 | Association Liability |
|---------------------|--|
| Insured | Down To Earth (VIC) Co-Operative Society Ltd |
| Policy Description | Association Liability |
| Insurer | Community Underwriting |
| Policy Number | AAPL000220 |
| Period of Insurance | 12/09/2020 to 12/09/2021 |
| Effective Date | 12/09/2020 |

| Premium | FSL | Insurer Policy Charge | Stamp Duty | Admin Fee | GST | Invoice Total |
|------------|---------|-----------------------|------------|-----------|-----------|-------------------|
| \$1,373.54 | \$ 0.00 | \$ 250.00 | \$ 151.09 | \$ 52.75 | \$ 167.62 | \$1,995.00 |

Notes:

Following receipt of your completed application form, and in accordance with your instructions, we are pleased to provide the following quotation of terms and coverage available through Community Underwriting Agency. Would you please review this quotation to confirm that it accurately reflects the coverage, conditions, limits and other terms you have requested. If the quotation is not in accordance with your instructions please advise us immediately.

NAME OF INSURED: Down To Earth (Victoria) Co-Operative Society Limited including Voluntary Workers and/or subsidiary and/or related Corporations as defined under Australian Corporations Law and/or financiers for their respective rights, interests, and liabilities.

BUSINESS DESCRIPTION: Cooperative running 'ConFest' Festivals. Culture/Recreation Association.
<https://confest.org.au/>

| | | |
|---------------------------|--|------------|
| INSURANCE PROGRAM: | Policy 1: Association Liability Package | QUOTED |
| | Policy 2: General Liability | NOT QUOTED |
| | Policy 3: Business Insurance Package | |
| | - S1 Business Property | NOT QUOTED |
| | - S2 Business Interruption | NOT QUOTED |
| | - S3 Theft | NOT QUOTED |
| | - S4 Money | NOT QUOTED |
| | - S5 Machinery and Electronic Equipment Breakdown | NOT QUOTED |
| | - S6 Glass | NOT QUOTED |
| | - S7 General Property | NOT QUOTED |
| | - S8 Transit | NOT QUOTED |
| | Policy 4: Voluntary Workers Personal Accident | NOT QUOTED |
| | Policy 5: Motor Vehicle | NOT QUOTED |
| | Policy 6: Event Cancellation Policy | NOT QUOTED |
| | Policy 7: Corporate Travel | NOT QUOTED |
| | Policy 8: Industrial Special Risks | NOT QUOTED |

QUOTE NO: AAPL000220

Number of Volunteers 15

ASSOCIATION LIABILITY INSURANCE POLICY **QUOTED**

Period Of Insurance: From: 4.00 pm 02 Sep 2020 **To:** 4.00 pm 27 Aug 2021 (AEST)

| | | |
|-----------------|--|---------|
| Covering | Loss in relation to any claim first made against the Insured during the Period of Insurance in respect of: | |
| | 1.1 Office Bearer's Liability | Insured |
| | 1.2 Association Reimbursement | Insured |
| | 1.3 Professional Indemnity | Insured |
| | 1.4 Associations Liability | Insured |
| | 1.5 Employment Practices Liability | Insured |

| | | |
|----------------------------|--|-----------------------------------|
| | 1.6 Fidelity and Third Party Crime | Insured |
| | 1.7 Crisis Consultancy Expenses | Insured |
| | 1.8 Fines and Penalties | Insured |
| | 1.9 Tax Audit | Insured |
| | <p>"Claims Made" policy - Some kinds of liability policies (such as Professional Indemnity, Office Bearer's Liability and Employment Practices Liability) are usually issued on a "claims made" basis. This means that (subject to the other terms of the policy) the policy will only respond to claims which are both made against the Insured and reported to the Insurer during the policy period</p> | |
| Retroactive Date | Unlimited excluding any known claims and/or circumstances. | |
| Geographical Limits | Insuring Clause 1.1.9 | Australia |
| | Automatic Extensions 2.16, 2.19 and 2.32 | Australia & New Zealand |
| | All others | Worldwide excluding USA or Canada |
| Jurisdiction | Commonwealth of Australia. | |
| Limit of Indemnity | No of automatic reinstatements | 1 |
| | In respect of all claims during the period of insurance and in the aggregate. | \$5,000,000 |
| Sub Limits | Fidelity and Third Party Crime: | \$250,000 |
| Excess | Employment Practices Liability. | \$5,000 |
| | Optional Extension 3.5 CyberRisks (cost inclusive) | \$1,000 |
| | All other claims. | \$2,500 |
| Additional Benefits | (Refer to policy wording for details and limits) | |
| | <p>Newly created, acquired or disposed subsidiary companies, claim preparation costs, costs of court attendance, public relations expenses, mitigation costs, advancement of defence costs, emergency defence costs, inquiry costs, severability and non imputation, estates and legal representatives, additional insured persons limit, extradition costs, pollution investigation and defence costs, retirement of Insured Person, defamation, libel and slander, occupational health & safety, fiduciary duty, preservation of indemnity rights, deprivation of assets or liberties, vicarious liability for Medical Persons, competition and consumer legislation, loss or damage to documents, infringement of copyright or patents, appointed sub-consultants, online Medicare benefit fraud, outside directorships (including run off cover) spousal liability, third part employment practices Wrongful Acts.</p> | |
| Optional Extensions | 3.1 Extended Discovery Period | Not Insured |
| | 3.2 Multi Year Run Off | Not Insured |
| Optional Extensions | 3.3 Malpractice | Not Insured |
| | 3.4 Clinical Trials | Not Insured |
| | 3.5 CyberRisk (maximum \$100,000 any one loss and in the aggregate) | Not Insured |
| | 3.6 Government Audits | Not Insured |
| | 3.7 Removal of Insolvency Exclusion | Not Insured |
| | 3.8 Additional reinstatement of limit | Not Insured |
| Policy Wording | CUW AL 0720 | |

Capacity: 100%

Insurer: Community Underwriting Agency Pty Ltd on behalf of Berkley Insurance Company Trading as Berkley Insurance Australia

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 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 cover provided, 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.

NON-DISCLOSURE

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 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 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.

DISPUTES

Clients not satisfied with our services should contact our Complaints Officer. We are members of the Australian Financial Complaints Authority (AFCA), a free consumer service. Further information is available from our office, or contact AFCA directly on 1800 931 678 or visit www.afca.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 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.

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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