



Level 26, Tower One, International Towers Sydney, Barangaroo Locked Bag 5273 Sydney NSW 2001 T 02 9376 7888 F 02 9223 1422 E info@coverforce.com.au W coverforce.com.au

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You are reminded that the policy mentioned below falls due for renewal on 20/04/2023. To ensure your continued protection, payment must be received within 7 days of of invoice date or by the policy inception date, whichever is latter. This is an invitation to renew, and not a demand for payment.

> Goolawah Co-Operative Pty Ltd 200 ILLA LANGHI ROAD **CRESCENT HEAD NSW 2440**

TAX INVOICE

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

21/03/2023 **Invoice Date:** 68233 Invoice No: **GOOLAWAH**

Should you have any queries in relation to this account, please contact your Account Manager

Connor Hurley

Our Reference:

RENEWAL

Policy No: 9639474PVE

Period of Cover:

From 20/04/2023

20/04/2024 at 4:00 pm to

Class of Policy: Management Liability Insurer: AIG Australia Limited

Level 19, 2 Park Street SYDNEY NSW 2000

ABN:

The Insured: Goolawah Co-Operative Pty Ltd

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

2023-24 Management Liability Renewal

Your Premium:

UW Levy GST Stamp Duty iSurveyRisk Broker Fee Premium Fire Levy \$1,011.20 \$0.00 \$0.00 \$126.12 \$100.11 \$0.00 \$250.00

> **TOTAL** \$1,487.43

(A processing fee applies for Credit Card payments)



Please turn over for further payment methods and instructions



Biller Code: 20362

Ref: 40647081912390309



To pay on-line with your credit card (card types here) visit https://www.coverforce.com.au/pay

Client Ref: 0129681X Invoice Ref: 68233 Call 1300 78 11 45. A surcharge may apply. **DEFT Reference Number: 40647081912390309**





*498 406470 81912390309



67 007 483 267

For payments by cheque see reverse.

Coverforce Insurance Broking Pty Ltd Our Reference: **GOOLAWAH**

Invoice No: 68233

Want to pay monthly?



Click here to accept online

Total amount payable \$1,687.45 (includes application fee and credit charges)

or visit edge.iqumulate.com/myaccount Enter code: 8B3SEM4BNA

000148743<2+



10 MONTHLY PAYMENTS

Initial payment \$222.74 or AMOUNT DUE

Remaining payments \$162.74 \$1,487.43

+406470 81912390309<

Important Information

Duty To Take Reasonable Care Not To Make A Misrepresentation

A contract of insurance is a consumer insurance contract if the insurance is obtained wholly or predominantly for personal, domestic or household purposes of the insured. It includes general insurance contracts (such as consumer credit, motor vehicle, home and contents, sickness and accident and travel insurances) and life insurance contracts. When you apply for home insurance, car insurance or any other insurance that is wholly or predominantly for personal, domestic or household use we will ask you specific questions that are relevant to the insurers decision to insure you and on what terms including the premium that the insurer will charge.

When you take out, renew, extend or vary your insurance policy, it is important that you understand you are answering questions for yourself and anyone else to be covered by the policy.

You should always provide us with complete and honest answers to all the questions we ask you, by answering questions about yourself and other named policyholders to the best of your knowledge.

This is your duty to take reasonable care not to make a misrepresentation.

If you breach your duty, the insurer may be entitled to refuse to pay your claim, reduce the amount payable for a claim or cancel your policy.

If your breach is fraudulent, your policy may be cancelled from the beginning.

Changes to your circumstances

During the term of your contract of insurance, we ask that you inform your insurer of any changes to the details on your Certificate of Insurance that are no longer accurate. Any changes may affect the premium and excesses applied to your policy or your insurances may be inadequate to fully cover you.

We can assist you to do this and to ensure that your contract of insurance is altered to reflect those changes.

Your Duty Of Disclosure

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

Your duty, however, does not require disclosure of matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your Insurer knows, or in the ordinary course of his business, ought to know;
- as to which compliance with your duty is waived by the Insurer.

Non - Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his 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.

Drivacy

At Coverforce, we are committed to protecting your privacy in accordance with the Privacy Act 1998 (Cth). A copy of our Privacy Policy is located on our website – www.coverforce.com.au or alternatively you can obtain a copy from our Privacy Officer by emailing compliance@coverforce.com.au or alternatively you can obtain a copy from our Privacy Officer by emailing compliance@coverforce.com.au

Customer Complaints and Disputes

At Coverforce we have in place a fully documented process for handling complaints and disputes with clients. A copy of our Complaints and Disputes policy is located on our website — coverforce.com.au or alternatively you can obtain a copy from our Complaints Officer by emailing compliance@coverforce.com.au compliance@coverforce.com.au

If you would like to make a complaint, please contact Coverforce, and we will do our best to resolve it quickly and fairly.

If your complaint is not satisfactorily resolved within 5 Business Days, your complaint will be escalated to our National Compliance Manager. You can contact our National Compliance Manager at compliance@coverforce.com.au. We will try to resolve your complaint quickly and fairly. A response will be provided to you within a maximum of 30 days from your original complaint.

If, after 30 days the dispute is still not resolved in a manner acceptable to you, you have the right to contact our external dispute resolution service. Coverforce is a member of the Australian Financial Complaints Authority Website: www.afca.org.au Email: info@afca.org.au = mailto:info@afca.org.au Phone: 1800 931 678 (free call) or mail: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

Please note

Coverforce subscribes to both the General Insurance Code of Practice and the Insurance Brokers Code of Practice. Further information relating to these codes can be found on our website or by contacting our office via: <a href="mailto:compliance@coverforce.com.au <a href="mailto





BPAY

Contact your participating financial institution to make payment directly from your cheque or savings account.

You will be required to enter the Biller Code and BPAY reference number as detailed on the front of your invoice.



Card

Pay by credit or debit card at https://www.coverforce.co m.au/pay or by phone on 1300 78 11 45.

Coverforce Insurance Broking Pty Ltd accepts Mastercard, Visa, American Express & Diners Club Cards.

The phone payment line is a 24-hour service. Calls are charged at the cost of a local call (mobile extra).



Post Billpay In Person

Please present page intact at any Australia Post Office.

Payments may be made by cheque or EFTPOS.

Please make any cheques payable to 'DEFT Payment Systems for Coverforce Insurance Broking Pty Ltd'.



Mail

Detach payment slip and mail with payment to:

DEFT is a service of Macquarie Bank

DEFT Payment Systems GPO Box 4294 Sydney NSW 1164

Please make cheques payable to 'DEFT Payment Systems for Coverforce Insurance Broking Pty Ltd'.

Please note that receipts will not be issued for mailed payments. Class of Policy: Management Liability

The Insured: Goolawah Co-Operative Pty Ltd Policy No: 9639474PVE Invoice No: 68233

GOOLAWAH Our Ref:

This renewal schedule and the policy wording issued to you (as well as any subsequent amendments to it). provide details of your cover. If you do not have a copy of the policy wording please contact Coverforce Insurance Broking Pty Ltd.

Please review the information attached to ensure that all details are correct. If any information is incorrect or you wish to make any other change to your cover, please contact Coverforce Insurance Broking Pty Ltd.

The renewal is based on the information provided by you. If there is any further information that you need to tell AIG about, please advise Coverforce Insurance Broking Pty Ltd, in accordance with your Duty of Disclosure.

Please keep your current schedule and policy wording in a safe place.

Your Intermediary Coverforce Insurance Broking Pty Ltd Product AssociationEdge - Management Liability

PrivateEdge 08/12 Policy Wording Reference **Policy Number** 9639474PVE

20/04/2023 to 4PM 20/04/2024 Policy Period

Continuity Date 05/03/2021

Policyholder Name Goolawah Co-Operative Pty Ltd

Entity Type Association

Is this an Australian domiciled entity? Yes

(meaning the Policyholder is a company incorporated in Australia)

Stamp Duty Exempt No

ABN Number 28 215 768 026

Registered for GST

Occupation **Property Owners and Operators Property Owners and Operators Business Activity**

Consolidated Annual Turnover \$110,000

Total Number of Employees: ACT 0: NSW 1; NT 0:

> QLD 0; SA 0; TAS 0;

VIC 0; WA 0; O/S 0;

Coverage Details

Policy Section Section Insured

1 - Management Liability	Yes
2 - Corporate Liability	Yes
3 - Employment Practices Liability	Yes
4 - Crime Protection	Yes
5 - Superannuation Trustees Liability	No
6 - Statutory Liability	Yes

POLICY COVERS

Aggregate Limit of Liability \$1,000,000

SECTION 1: Management Liability

Limit of Liability \$1,000,000 Retention \$2,500

Schedule of Insurance Page 4 of 9

Class of Policy: Management Liability Policy No: 9639474PVE

The Insured: Goolawah Co-Operative Pty Ltd Invoice No: 68233

Our Ref: GOOLAWAH

SECTION 2: Corporate Liability

Limit of Liability \$1,000,000 Retention \$2,500

SECTION 3: Employment Practices Liability

Limit of Liability \$1,000,000 Retention \$5.000

SECTION 4: Crime Protection

 Sub-Limit
 \$250,000

 Retention
 \$5,000

SECTION 6: Statutory Liability

 Sub-Limit
 \$250,000

 Retention
 \$2,500

Endorsements

Insolvency Exclusion 2020

This endorsement (and any endorsement issued in substitution and/or any endorsements hereto) attaches to and forms part of the Policy and any word or expression to which a specific meaning has been attached shall have the same meaning wherever it appears.

In consideration of payment of the premium charged the policy is amended as follows:

Exclusion: The following Exclusion is added to the "General Terms and Conditions", "Exclusions" Section of the Policy:

Insolvency Exclusion 2020

Notwithstanding anything to the contrary in the Policy (including but not limited to any discovery or run-off provisions), the **Insurer** shall not be liable under any Policy Section to make any payment for **Loss** or **Direct Financial Loss** in connection with any **Claim**, **Investigation** or other matter made or commenced against any **Insured**:

- (A) alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly:
- (i) any act, error or omission by any **Insured**, or other matter that is the subject of an **Investigation**, which is alleged to have led to or caused, directly or indirectly, wholly or in part, an **Insured Entity** being unable to pay any or all of its debts as and when they fall due; or
- (ii) an **Insured Entity** having sustained a financial loss due, directly or indirectly, wholly or in part, to any act, error or omission by any **Insured**, or other matter that is the subject of an **Investigation**, but only if such **Claim**, **Investigation** or other matter is made or commences after:
- (a) the **Insured Entity** has had an administrator, controller, receiver, receiver and manager, liquidator or any other external insolvency officeholder appointed to it; or
- (b) the time at which the **Insured Entity** is determined to have become insolvent (whichever is earlier); or
- B) that is brought by or on the behalf of any:
 - i. liquidator, administrator or receiver of any Insured Entity; or
- ii. crediter or debt holder of any **Insured Entity** alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly, an **Insured Entity** being unable to pay any or all of its debts as and when they fall due.

All other terms, conditions and exclusions remain unchanged.

Discovery Extension Deleted

Schedule of Insurance Page 5 of 9

Class of Policy: Management Liability

Goolawah Co-Operative Pty Ltd The Insured:

Invoice No: 68233 **GOOLAWAH**

Policy No:

Our Ref:

9639474PVE

General Terms and Conditions Extension 3 'Discovery Period' is deleted from the policy.

Sanctions Exclusion

This endorsement (and any Endorsement issued in substitution and/or any Endorsements hereto) attaches to and forms part of the Policy and any word or expression to which a specific meaning has been attached shall have the same meaning wherever it appears.

Sanctions Endorsement

In consideration of the payment of the premium, the policy is amended as follows:

Exclusion: The following Exclusion is added to the policy:

Sanctions:

If, by virtue of any law or regulation which is applicable to an Insurer, its parent company or its ultimate controlling entity, at the inception of this Policy or at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an applicable embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defence to the Insured or make any payment of defence costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such embargo or sanction.

All other terms, conditions and exclusions remain unchanged

Transaction Definition - Amended

This endorsement (and any Endorsement issued in substitution and/or any Endorsements hereto) attaches to and forms part of the Policy and any word or expression to which a specific meaning has been attached shall have the same meaning wherever it appears.

In consideration of the Premium, the policy is amended as follows:

General Terms and Conditions: Definitions - The definition of "Transaction" is deleted and replaced with:

Transaction

any one of the following events:

- (i) the Policyholder consolidates with or merges into or sells all or substantially all of its assets to any other person or entity or group of persons and/or entities acting in concert; or
- (ii) any person or entity, or persons or entities acting in concert (other than a Subsidiary or Subsidiaries) acquires Control of the Policyholder; or
- (iii) any Company lists its Securities on any exchange or market; or
- (iv) the appointment of an administrator, receiver, manager, liquidator or other insolvency officeholder to any Company.

All other terms, conditions and exclusions remain unchanged

PVE Unfair Contracts Terms Endorsement 0221

In consideration of payment of the premium, the policy is amended as follows:

The first paragraph of Condition 6 ('Consent') in the 'Claims' Conditions Section of the Policy is deleted and replaced with the following:

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Class of Policy: Management Liability

The Insured: Goolawah Co-Operative Pty Ltd

Our Ref: GOOLAWAH

9639474PVE

68233

Policy No:

Invoice No:

Only those settlements, judgments, and costs and expenses which have been consented to by the **Insurer** (which shall not be unreasonably delayed or withheld) shall be payable as **Loss** under this policy. Where required by any provision of this Policy, the **Insurer's** consent shall not be unreasonably withheld or delayed, provided that the **Insurer** shall be entitled to exercise all of its rights under the Policy.

In consideration of payment of the premium, the policy is amended as follows:

The 'Cancellation' Condition in the General Provisions of the Policy is deleted and replaced with the following:

Cancellation

This policy may be cancelled by the **Policyholder** at any time by providing written notice to the **Insurer**. Where no **Claims**, or, pursuant to section 40(3)of the *Insurance Contracts Act* 1984, circumstances that might give rise to a **Claim**, have been notified to the **Insurer** and no liability is incurred by the **Insurer** to make a payment under the policy arising from such **Claim** or circumstance, the **Policyholder** shall be entitled to a refund of the *pro rata* proportion of the premium for the unexpired **Policy Period**.

This policy may be cancelled by the Insurer as prescribed by the Insurance Contracts Act 1984 (Cth).

Cancellation of this policy does not extinguish any cover available under Policy Section 1 - Management Liability Extension 7 'Run-off for Retired Insured Persons'.

Statutory Liability - Insurance Prohibition Excl

The 'Statutory Liability' Definition in the 'General Terms and Conditions', 'Definitions' of the Policy is deleted and replaced with the following:

39. Statutory Liability

any fine or pecuniary penalty pursuant to any **Statute** which an **Insured** is legally liable to pay resulting from a **Claim** made against the **Insured**.

Statutory Liability shall not include:

- (i) any amounts representing damages or compensation; or
- (ii) any compliance, remedial, reparation or restitution costs; or
- (iii) any amount which the **Insurer** is prohibited from paying by law, including but not limited to legislation that prohibits the entering into of a contract of insurance, the provision of insurance or taking the benefit of insurance, for liability for such amount.

Tax Audit Extension -- Amended

In consideration of the payment of the premium, the policy is amended as follows:

Section 2 - Corporate Liability:

- 1. Extensions: The following Extension is added to the policy:
- 10. Tax Audit The Insurer shall pay, up to an aggregate amount of \$100,000 Tax Audit Costs incurred by the Company in response to a Tax Audit Notice received by the Company and notified to the Insurer during the Policy Period. Tax Audit Costs shall be subject to a \$1,000 Retention.
- 2. Definitions: The following Definitions are added to the policy:

Schedule of Insurance Page 7 of 9

Class of Policy: Management Liability Policy No: 9639474PVE

The Insured: Goolawah Co-Operative Pty Ltd **Invoice No:** 68233 **Our Ref:** GOOLAWAH

5. Tax Audit Costs - means reasonable, costs and expenses of a qualified accountant or registered tax agent incurred by or on behalf of the Company with the Insurer's prior written consent arising from an audit of the Company by the Australian Taxation Office or any state or territory government tax collection authority.

- 6. Tax Audit Notice means a written notification from the Australian Tax Office or any state or territory government tax collection authority of their intention to review the tax liabilities of the Company.
- 3. Exclusions: With respect to Extension 10, 'Tax Audit', the Insurer shall not be liable for Tax Audit Costs in connection with:
- (i) customs legislation;
- (ii) the committing of any deliberately dishonest or deliberately fraudulent act, error, misrepresentation or omission;
- (iii) Tax Audit Costs incurred after the completion of the tax audit or investigation.
- (iv) any refusal or failure to comply with any request made by or on behalf of the Australian Taxation Office or any state or territory government tax collection authority for the provision of documents or information from the Company

2002

(v) any tax audit conducted or related to income derived outside of Australia and New Zealand.

All other terms, conditions and exclusions remain unchanged

Underwriting Questions

When was the business established?

Is the company currently under or anticipate being under external administration in the	
next 12 months?	No
Note this includes:	
 the appointment or likely appointment to any Company of any insolvency practitioner, including but not limited to any receiver, manager, creditor, liquidator or administrator; or 	
(b) where any Company has entered, or is likely to enter, a Deed of Company Arrangement.	
Amount of revenue derived from Australia and/or New Zealand?	100%
Does the insured have operations or activities in the USA or Canada for which cover is	
required?	No
Number of locations	1
Claims Questions	
Are there any other claims relating to this policy which have yet to be submitted to AIG?	No
In the last 5 years has the company suffered any direct financial loss exceeding \$5,000 as a result of fraud or dishonesty committed by a staff member?	No
Has any director or officer of the company ever had proceedings (civil or criminal) instigated against them alleging misconduct or breaches of the law in their capacity as	
a director or officer of a company?	No
Are any of the directors or employees aware of:	No

a) Any facts which might give rise to a claim being made against the company or its directors or employees which may be covered under this policy if it commences?

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Class of Policy: Management Liability

The Insured: Goolawah Co-Operative Pty Ltd

Policy No: 9639474PVE

Invoice No: 68233
Our Ref: GOOLAWAH

b) Any facts which would cause a reasonable person to think that the company might suffer a direct financial loss as a result of fraud or dishonesty committed by a staff member?

Important Notice

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

Subject to the Non-Avoidance provision in this policy:

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.

Declaration

I/we declare that:

- (a) I/we have made all necessary inquiries into the accuracy of the responses given in application for insurance and confirm that the statements and particulars given in this application for insurance are true and complete and that no material facts have been omitted, misstated or suppressed. I/we agree that should any of the information given by me alter between the date of this application for insurance and the inception date of the insurance to which this application relates, I/we will give immediate notice thereof to the insurer;
- (b) I/we have read and understood the content of the Important Notices in this document and in the Policy Wording.

I/we confirm that I/we am authorised by the Company and its Directors to complete, sign and submit this application for insurance on behalf of the Company and its Directors.

Name:			
Title:			
Signature:			
Signature: Date:	_		

Subject to all of the terms, conditions and exclusions of this policy. This policy is underwritten by AIG Australia Limited (AIG), ABN 93 004 727 753, AFSL 381686.

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Class of Policy: The Insured: Management Liability
Goolawah Co-Operative Pty Ltd Policy No: 9639474PVE

Invoice No: 68233

Our Ref: GOOLAWAH