

Ausure Insurance Brokers Pty Ltd | ABN: 21 167 334 536
Authorised Representative of Ausure Pty Ltd | AFSL: 238433

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REPRESENTATIVE
Ausure Insurance Brokers Pty Ltd
Kristy Bollington - AR: 340196
PO Box 386
Griffith NSW 2680
Tel **02 6909 1699**
Fax
Email Kristy.Bollington@ausure.com.au

Yenda Pumpout and Septic Service Pty Ltd
25 Barwidgee Boulevard
DARLINGTON POINT NSW 2706

Renewal

NOTES: 2020 Renewal | Public Liability Insurance

Invoice date 21-Jul-2020

Invoice number 8566787

TYPE OF POLICY	Liability
THE INSURED	Yenda Pumpout and Septic Service Pty Ltd
INSURER	Ryno Insurance Services P O Box 239 COOPERS PLAINS QLD 4108 ABN: 99 119 290 514
POLICY NUMBER	SCL001076
PERIOD OF COVER	From 03/08/2020 to 03/08/2021

YOUR PREMIUM

PAYMENT OPTIONS



Billers Code: 30510
Reference: 285667879

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au



Payments can be made in person at a Post Office by cash (up to \$9,999.99), cheque or EFTPOS. Please present this page intact. Please make cheque payable to **DEFT Payment Systems for Ausure Pty Ltd**



*498 402594 285667879



Pay by Credit Card either Online - (Visit www.ausure.com.au/Pay-My-Bill) or by Phone (please contact your Broker on 02 6909 1699)
Note: Credit card payments will incur a 1% fee of \$ 13.80 which includes \$ 1.25 GST, the total charged to your card will be \$1,393.80.



Instalments – Premium Finance is available. Please contact your Broker for Terms and Conditions

IMPORTANT INFORMATION

PLEASE READ CAREFULLY

YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an insurer, 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.

CONTRACTING OUT OR REMOVING INSURERS RIGHTS OF SUBROGATION

You will prejudice your rights to a claim if, without prior agreement from your insurer you make any agreement that will prevent the insurer from recovering a loss from a third party. These 'hold harmless' are often found in leases and maintenance or supply contracts from burglar alarm or fire protection installers and in repair contracts.

INSURING THE INTEREST OF OTHER PARTIES

If you require the interests of another party to be covered you must request this and ensure they are noted on your policy. Most policy conditions will exclude indemnity to other parties (eg mortgagees, lessors or principals etc) unless their interest is noted on the policy.

UTMOST GOOD FAITH

A contract of insurance is a contract based on the utmost good faith and there is implied in such a contract a provision requiring each party to it to act towards the other party with the utmost good faith. If you fail to do so it may prejudice your claim.

UNDER INSURANCE

Your contract of insurance may contain an average provision. It is important that you nominate a sum insured to represent the full value of the property insured. If you fail to insure the full value your claim may be reduced in proportion with your underinsurance.

NON PAYMENT OF PREMIUM

If this invoice is unpaid after 30 days we will advise the insurer that the policy is unpaid. The insurer may cancel the policy and/or pursue payment from you.

CHANGE IN RISK CIRCUMSTANCES

You must inform your broker of any material changes in your business; if you fail to do so an insurer may be entitled to deny a potential claim. You should inform your broker about any changes in location, new products/procedures or any departure from your ordinary business. If you are doubt as to whether you should disclose any changes please contact your broker for advice.

CLAIMS MADE POLICIES

Certain policies (eg many types of professional indemnity policies) are claims made policies. These policies do not cover events that occurred before the contract was entered into. If you give an insurer notice of circumstances that may give rise to a claim during the policy period, the insurer will cover claims made later that arise out of those circumstances.

LEASING, HIRING & 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.

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.

PREMIUM FINANCE

If you choose to finance your premium Ausure and your representative will receive up to 4% of the amount financed for providing the referral and assisting you to arrange the facility. This will not result in any additional costs to you. We recommend that you carefully read the finance contract to understand the implications in the event you cancel your insurance policy before expiry.

CANCELLATIONS AND AMENDMENTS

We do not refund our fees or commission received for arranging the policy. Please note that premium finance contracts contain terms that reduce the amount you will receive from any refund. Please see the terms of your contract for more information.

HOW DO WE RESOLVE COMPLAINTS?

In the event that you have a complaint about the manner in which we provide any financial service please contact Ausure's Complaints Manager by phone on (07) 3319 5100 or by writing to the address shown on the front of this invoice. If your complaint remains unresolved, Ausure's dispute committee will review the matter and respond within 15 days. Your complaint will be dealt with fairly and promptly but if you remain dissatisfied with the final decision you may refer the matter to the Australian Financial Complaints Authority (AFCA), which acts as Ausure's external dispute resolution provider. AFCA can be contacted on 1800 931 678 or info@afca.org.au.

Policy Particulars:

TAX INVOICE

Renewal

Renewal Invitation Information:

This Tax Invoice, Schedule and the attached and/or quoted Product Disclosure Statement/Policy form the Policy Document for this period. Read these carefully together with the IMPORTANT NOTICES overleaf, which includes the Duty of Disclosure. Ensure we receive payment within credit terms stated below, otherwise cover will cease. Please advise us immediately of any necessary corrections or required alterations.

INSURER: CERTAIN UNDERWRITERS AT LLOYD'S
INSURED: Yenda Pumpout and Septic Service Pty Ltd
PERIOD: 03/08/20 to 03/08/21 At 4:00pm Local Standard Time
CLASS: General & Products Liability
PARTICULARS Renewal of Policy

IMPORTANT NOTICES

Please read these notices carefully. If you have any questions, please contact us.

The Insurer's Agent

Ryno Underwriting, a specialist division of East West Insurance Brokers Pty Ltd, (we, us) act under a binding authority given to us by the insurer/s to arrange, issue and administer policies. When acting under such authorities, we act on behalf of the insurer/s and not for you.

Your Duty of Disclosure

You have a Duty of Disclosure under law which requires that before a policy is entered into, renewed, varied, extended or reinstated, you must give us certain information we need to decide whether to insure you and anyone else under the policy, and on what terms. Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions. 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. Upon renewal of this policy, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change. If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change. You have this duty until we agree to renew the contract.

If you do not tell us something

If you do not tell us anything you are required to tell us, 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, the insurer may refuse to pay a claim and treat the contract as if it never existed.

Change of your risk and/or circumstances

Advise us immediately of any change to the risk or your circumstances e.g. change of vehicle, driver's traffic history including licensing conditions, criminal convictions and bankruptcy, driver's claims history, garaging location, modifications and accessories.

Cooling-off – in respect of retail contracts only

You are entitled to a minimum 14-day cooling-off period from the date cover commences during which you may return the policy and receive a premium refund (less amounts lawfully deducted). This is subject to legal requirements and terms and conditions of the policy. You should check your PDS/Policy Wording and schedule/certificate of insurance when you receive it to be sure you have the cover you need.

Refunds and Our Remuneration

We reserve the right to retain any commission paid by the insurer or any fee paid by you in relation to any refund premium applicable to any policy transaction, other than under Cooling-off as above.

Privacy

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 certain Underwriters at Lloyd's) if we are seeking insurance terms from an overseas insurer, or to reinsurers who are located overseas. We also provide your information to the providers of our policy administration and broking systems that help us to provide our products and services to you. These policy administration providers and broking systems may be supported and maintained by organisations in New Zealand, the Philippines and Vietnam and your information may be disclosed to those organisations. Please note that the Privacy Act and Australian Privacy Principles may not apply to these organisations. 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 do not provide us with full information, we cannot 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 by phone 1300 650 670, email privacy@rynouw.com.au or visit our website www.rynouw.com.au

Your satisfaction

If you have any complaints about how we handle your personal information or about our service or advice, please let us know. We have internal dispute resolution procedures in place. As agent to insurer/s, any complaint about policies and associated service may also be handled under the relevant insurer's internal dispute resolution procedures, and the external dispute facility for insurers and consumers, which is the Australian Financial Complaints Authority (AFCA). Further details can be viewed in each Product Disclosure Statement and our Complaints and Disputes Policy, both located on our website www.rynouw.com.au. You can also call us or the insurer/s for a copy of the relevant Complaints Policy.

SCHEDULE

General & Products Liability
CERTAIN UNDERWRITERS AT LLOYD'S
CERTIFICATE OF INSURANCE
Effected through

Ryno Underwriting, a division of East West Insurance Brokers Pty Ltd

(herein after called the Coverholder)

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract No. B0429BA2000401 to the undersigned by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract, and in consideration of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, each for his own part and not one for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

PERIOD OF INSURANCE: 03/08/20 to 03/08/21 At 4:00pm Local Standard Time
POLICY NUMBER: SCL001076
INSURED: Yenda Pumpout and Septic Service Pty Ltd
DETAILS OF COVER:
INSURED PERSONS - General & Products Liability Yenda Pumpout and Septic Service Pty Ltd
POLICY DETAILS Situation: At & From NSW Business: Septic Pump Out Service Limits of Liability: \$20,000,000 any one Occurrence and \$20,000,000 in the aggregate in respect to Products Liability
Excess: \$500 each and every claim

ADDITIONAL NAMED INSURED ENDORSEMENT

Additional Name Insured: Griffith City Council

It is hereby understood and agreed that the Additional Named Insured, as shown in the schedule are hereby added to this Policy, but only with respect to liability arising out of the operations of the Named Insured. Irrespective of any contractual agreements between the Named Insured and the Additional Named Insured, the cover granted to the Additional Named

Insured will be no greater than that detailed within the insurance policy to which the Named Insured benefits and must be directly related to the negligent acts, errors, or omission of the Named Insured. The Additional Named Insured is not insured for their own acts or failure to act. The Named Insured's liability to indemnify the Additional Named Insured shall be reduced proportionally to the extent that any act or omission of the Additional Name Insured contributed to the loss or liability.

GEOGRAPHICAL LIMITS Worldwide Excluding North America & Canada
Insurer: CERTAIN UNDERWRITERS AT LLOYD'S
Lloyd's Underwriters General Representative in
Australia
Level 9, 1 O'Connell Street
Sydney NSW 2000
Policy Number: SCL001076
Policy Wording: Ryno General and Products Liability Policy Wording - RY.GPL.LLO.V011019
Endorsements and
Additional Conditions: **TOXIC MOULD EXCLUSION**

This insurance does not cover any liability whatsoever arising directly or indirectly out of or resulting from or in consequence of, or in any way involving:

- a) The actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, moulds, spores, or mycotoxins of any kind; or
- b) Any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigation, testing for, detection of, monitoring of, treating, remediating or removing such fungi, mould, spores or mycotoxins; or
- c) Any government or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or for dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treat, remediating or removing such fungi, moulds, spores or mycotoxins.

COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare

or property damage.
LMA5396
17 April 2020

This Certificate is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. Any enquiry or complaint relating to this Insurance should be referred to the Coverholder shown above in the first instance. If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should write to:

Lloyd's Underwriters' General Representative in Australia
Level 9 1 O'Connell Street
Sydney NSW 2000
Telephone: (02) 8298 0700
Facsimile Number: (02) 8298 0788

Email: ldraustralia@lloyds.com who will refer your dispute to Policyholder & Market Assistance at Lloyd's. Disputes that cannot be resolved by Policyholder & Market Assistance may be referred to the Financial Ombudsman Service (UK). Alternatively you may be referred to Australian Financial Complaints Authority (AFCA) under the terms of the General Insurance Code of Practice.

Lloyd's Underwriters' General Representative in Australia will advise you of which dispute process applies at the appropriate stage of the complaint process.

The Underwriters hereon agree that:

(i) In the event of a dispute arising under this Insurance, the Underwriters at the request of the Assured will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.

(ii) Any summons notice or process to be served upon the Underwriters may be served upon:

Ryno Underwriting
19 Rosedale Street Coopers Plains QLD 4108
Ph: 1300 650 670

E: claims@rynouw.com.au who has authority to accept service and to enter an appearance on the Underwriters' behalf, and who is directed at the request of the Assured to give a written undertaking to the Assured that he will enter an appearance on the Underwriters' behalf.

(iii) If a suit is instituted against any one of the Underwriters, all Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

The amount of Premium specified herein is the amount due to the Underwriters and any commission allowed by them is to be regarded as remuneration of the Coverholder placing this Insurance. In the event of a claim arising under this Insurance

IMMEDIATE NOTICE should be given to:

Ryno Underwriting
19 Rosedale Street
Coopers Plains QLD 4108
Ph: 1300 650 670
E: claims@rynouw.com.au