

Shroff Pty Ltd T/as Sahara Insurance Brokers CAR No. 1279599 ABN 44 612 398 044

Suite 3.01, 29-31 Lexington Drive Bella Vista NSW 2153

Ph: 0423 762 434

Date: 25/05/2023

Email: ajay.shroff@saharainsurance.com.au Authorised Representative of Community Broker Network Pty Ltd ABN 60 096 916 184 | AFSL 233750

RENEWAL TAX INVOICE

Uttarakhandi Association of Sydney Inc. 42 Nottingham Street Northmead NSW 2152

Invoice Number: 4335724

Authorised Representative: Ajay Shroff AR: 1238763

Please 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

Type of Policy			
Insured	Uttarakhandi Association of Sydney Inc.	Premium	\$660.00
Policy Description	Events General Liability	FSL	\$0.00
Insurer	Arena Underwriting Pty Limited	Underwriter Fee	\$145.00
Policy Number	Arena Reference No. 21050044	Stamp Duty	\$0.00
Period of Insurance	31/05/2023 to 31/05/2024	Broker Fee	\$60.00
Effective Date	31/05/2023	GST	\$86.50
Notes		Invoice Total	\$951.50
Ultimate Insurer	Berkley Insurance Australia		

Payment Options



DEFT Reference Number 405605243357241

Pay by credit card at www.deft.com.au or phone 1300 78 11 45. Payments by credit card will attract a surcharge.

Berkley Insurance Australia





Pay in-store at Australia Post by cheque or EFTPOS Please make cheque payable to

Community Broker Network Pty Ltd



Biller Code: 20362 Ref: 405605243357241 **Community Broker Network Pty Ltd**

Uttarakhandi Association of Sydney Inc. Name:

Invoice No: 4335724 **Due Date:** 31/05/2023 **Invoice Total:** \$ 951.50



^{*}Please refer to the second page for further information.







at the cost of a local call (mobiles extra).

Payments by credit card will attract a surcharge.



The phone payment line is a 24-hour service. Calls are charged

Pay from your registered credit card or bank account at deft.com.au or by phone on 1300 30 10 90°







Contact your participating financial institution to make payments using the BPAY biller code and reference number as detailed on the front of this invoice.



Please present page intact at any Australia Post Office.

Pay in-store at Australia Post by cheque or EFTPOS.

Please make cheques payable to 'Community Broker Network Pty Ltd'.



DEFT is a service of Macquarie Bank

Mail

Detach payment slip and mail with payment to:

Sahara Insurance BrokersSuite 3.01, 29-31 Lexington
Drive
Bella Vista NSW 2153

Please make cheques payable to `Community Broker Network Pty Ltd'.

 $[\]ensuremath{^{*}}\mbox{Registered}$ at deft.com.au. Registration is NOT required for one off credit card payments.

Schedule of Insurance

INSURED:

Uttarakhandi Association of Sydney Inc.

PERIOD OF INSURANCE:

31/05/23 to 31/05/24 At 4pm Local Time

CLASS:

Arena/Berkley Entertainment and Events General Liability

DESCRIPTION OF OPERATIONS

Promotion and Staging of Community Events as declared:

- 1. Holi Number of attendees circa 250, Date TBA
- 2. Cultural Night Number of attendees circa 250, Date TBA
- 3. Pot Luck Number of attendees circa 250, Date TBA
- 4. Diwali Milan Number of attendees circa 450, Date TBA

Covering

Section 1 Public Liability INSURED
Section 2 Products Liability INSURED

Please take note of the Exclusions that apply to this Policy.

It is hereby declared and agreed that:

Section 4

4.18 Self Promoted Show, Performance or Concert is deleted from the Policy and will have no effect.

Annual cover is limited to the 4 declared events with estimated attendance of 250-450 per event, activities and Insured's office risk. If cover is required for additional activities, events or increased attendance, referral must be made to our office prior to the cover applying. An additional premium may apply.

Contractors & Sub-Contractors Condition

Unless otherwise declared and noted within the policy schedule, this insurance does not indemnify your contractor s or subcontractor s legal liability. It is a condition of the policy that all contractors, subcontractors and service providers have appropriate insurances in place. It is recommended that you obtain evidence of this in the form of a certificate of currency.

A service provider means anyone engaged by the Insured to provide goods or perform a service. Service providers include but are not limited to amusement ride & device operators, caterers, entertainers & performers, food vendors, pyro technicians & fireworks operators, security services, sound and lighting companies, stallholders and other contracted labour.

Listed Human Disease Exclusion GL 2018

We shall not provide indemnity under this Policy in respect of any actual or alleged liability directly or indirectly arising out of, related to, or in connection with a Listed Human Disease or any directly or indirectly related condition or threat or fear thereof (whether actual or perceived).

Listed Human Disease shall mean:

- a) any disease identified or listed at any time as a human disease under the Biosecurity Act 2015 (Cth) or its current equivalent, as amended or replaced from time to time, or
- b) any disease identified or listed in a state of emergency, public health emergency or pandemic declared by any governmental authority or identified by the World Health Organisation or its current equivalent as amended or replaced regardless of when the disease is so listed or identified.

Subject otherwise to all other terms, Conditions, Exclusions and limitations of this insurance.

Minimum Premium Condition

This premium quoted is a MINIMUM PREMIUM which means that NO REFUND OF PREMIUM will be given in the event of cancellation of this policy mid term.

Sum Insured

Section 1 Public Liability Limit of Liability \$20,000,000 (Any One Occurrence) Defence Costs in Addition

Sub-limits:

Property in your Care, Custody or Control \$250,000 (aggregate limit)

Section 2 Products Liability Limit of Liability \$20,000,000 (Any One Period of Insurance) Defence Costs in Addition

Excess

Section 1 Public Liability

Each & every occurrence: \$500 Alcohol related claims: \$1,500 Defence Cost Inclusive

Section 2 Products Liability
Each & every occurrence: \$500
Alcohol related claims: \$1,500

Defence Cost Inclusive

Geographical Limits

Worldwide excluding United States of America and Canada.

Binder Advice Warning

Berkley Insurance Company Trading as Berkley Insurance Australia (ABN 53 126 559 706) is the Insurer of this Policy.

Arena Underwriting Pty Ltd (ABN 26 125 869 481, AFSL 317617) acts under a binding authority given to it by the Insurer to administer and issue policies, alterations and renewals, and acts on behalf of the insurer and as agent of the insurer, not as your agent.

POLICY WORDING

BIA GL G2 Arena Ent 2 - April 2021

INSURER

Berkley Insurance Company Trading as Berkley Insurance Australia

SPECIAL NOTE

This memorandum is prepared as a summary of the insurance policy. It is not a complete description of all the policy's terms, conditions and exclusions.

In determining a claim, or questions with regard thereto, the provisions of the policy will prevail.

IMPORTANT NOTICES

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

ESSENTIAL READING OF POLICY WORDING

The policy wordings for your insurances are essential reading to understand what is protected by each policy. Read them carefully as soon as possible and contact us if you have any concerns about the extent of your cover.

YOUR DUTY OF DISCLOSURE

Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms

You have this duty until they 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 the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- the insurer knows, or should know: or
- the insurer waives your duty to tell them about.

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

ADDITIONAL DUTY NOT TO MAKE A MISREPRESENTATION

(Applies to consumer insurance contracts only)
A consumer insurance contract (CIC) is a contract that is purchased for personal, domestic or household purposes.

You have a duty under the *Insurance Contracts Act 1984* (ICA) to take reasonable care not to make a misrepresentation to the insurer (your duty).

Your duty applies only in respect of a policy that is a consumer insurance contract, which is a term defined in the ICA. Your duty applies before you enter into the policy and also before you renew, extend, vary or reinstate the policy.

Before you do any of these things, you may be required to answer questions and the insurer will use the answers you provide in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms. To ensure you meet your duty, your answers to the questions must be truthful, accurate and complete.

If you fail to meet your duty, the insurer may be able to cancel your contract, or reduce the amount it will pay if you make a claim, or both. If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

DUTY OF GOOD FAITH

Both parties to an insurance contract, the insurer and the insured, must act towards each other with the utmost good faith. If you fail to do so, the insurer can cancel your insurance. If the insurer fails to do so, you may be able to sue the insurer.

AVERAGE OR CO-INSURANCE

Some policies contain an Average clause. This means that if you insure for less than the full value of the property, your claim may be reduced in proportion to the amount of the under-insurance. These clauses are also called "Co-Insurance" clauses.

A simple example is as follows:

Full (Replacement) Value \$1,000,000 Sum Insured \$500,000

Therefore, you would be self-insured for 50% of the Full Value

Amount of Claim, say \$100,000

Amount payable by Insurers as a result of the application of Average/Co-Insurance (ie: 50%) \$50,000

Some Business Interruption policies contain an Average/Co-insurance clause, but the calculation is different. Generally, the Rate of Gross Profit, Revenue or Rentals (as applicable) is applied to the Annual Turnover, Revenue or Rentals (as applicable) (after adjustment for business trends or other circumstances).

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.

Change or Alteration in Risk

It is our duty as brokers to give you sound professional advice, but that advice can only be sound and valid if we are kept properly informed of changes to your business, circumstances or products such as alteration of risk, changes in location, mergers and acquisitions or any new or changes

Non-Renewable Insurance

Cover under your policies terminates on the date shown on our tax invoice or adjustment note.

While insurers will send renewal offers for most insurance policies, there are some which are not "renewable". For these, if you wish to effect similar insurance for a subsequent period, you will need to complete a further proposal form/declaration before the current policy expires so that we can seek terms of insurance and quotations on your behalf.

Refund of Premium

If there is a refund or reduction of premium owed to you as a result of a cancellation or alteration to a policy, we will retain any broker fee we have charged you. CBN will retain any commission that was paid to them by the insurer for the policy and we may retain the portion of the commission that was paid to us by CBN. We may also charge you a cancellation fee.

Cancellation of Policy or Deficient Cover Due to Non-Payment of Premium

We shall not be held responsible for the cancellation of your policy, a deficiency in cover, or the denial of a claim by your Insurer where you have not paid, or did not pay, any amount of premium due to us or your Insurer, or instalments to your premium financier.

General

Many areas of insurance are complex, and some implications may not be evident to you. If there are **any** aspects of your insurances that you do not understand or you require further explanation, please contact us immediately.

ADDITIONAL INSUREDS AND NOTING INTERESTS

If a person is to be named on your policy or insured as a co-insured or joint insured, notify us immediately so we can request this in advance from the insurer. Your property and liability policies will not provide automatic cover for the insurable interest of other parties (e.g., mortgagees, lessors).

Check with us whether the insurer will include someone else as an insured or note their interests before you agree to this in a contract or lease. We cannot guarantee that an insurer will agree to include someone as an insured under your policy or to note their interests on your policy.

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.

CLAIMS MADE POLICIES

Some policies (e.g. professional indemnity insurance) provide cover on a "claims made" basis. This means that claims first advised to you (or made against you) and reported to your insurer during the policy period are insured under that policy, irrespective of when the incident causing the claim occurred. If you become aware of circumstances which could give rise to a claim, notify the insurer during the policy period.

Report all incidents that may give rise to a claim against you to the insurers immediately after they come to your attention and before the policy expires.

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.

UNAUTHORISED FOREIGN INSURERS

In limited cases, we may recommend that you insure with an unauthorised foreign insurer. An unauthorised foreign insurer is an insurer that is not authorised under the Insurance Act 1973 (**Act**) to conduct insurance business in Australia and is not subject to the system of financial supervision of general insurers in Australia that is monitored by the Australian Prudential Regulation Authority.

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 If the insurer becomes insolvent, you will not be protected by the Federal Government's Financial Claims Scheme provided under Part VC

Non-Disclosure

of that Act.

Policies which are not governed by the Insurance Contracts Act 1984 such as marine, (other than marine inland transit insurance and pleasure craft) and insurance required by statute such as Compulsory Third Party (CTP) motor vehicle insurance and workers compensation, the Insurer may be able to recover against the Insured in the event of misrepresentation, misstatement or non-disclosure.

If you are uncertain as to whether particular information is relevant to the insurer's decision to insure, please contact us and we can help you identify whether the information should be disclosed to the insurer on the application or upon renewal or variation of the insurance.

GENERAL ADVICE WARNING

This advice does not take into account your personal objectives, financial situation or needs. For this reason, before you act on this advice, you should consider the appropriateness of the advice having regard to your own objectives, financial situation and needs.

Insurers have created Target Market Determinations (TMDs) which set out the type of customer and risk the product is designed for. We can confirm that you fall within these criteria for this financial product. If you would like a copy of the TMD, please advise us so that we can make this available to you.

Before you make any decision about whether the policy is right for you, you should obtain and read the Product Disclosure Statement (PDS) for the policy.