

Certificate of Insurance RENEWAL CONFIRMATION

Date: 15/11/19

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TAX INVOICE

**ELLIOTT AUSTRALIA GROUP PTY LTD
PO BX 1136
NEDLANDS
WA 6906**

**Your local office is:
Level 3
5 Mill Street
Perth 6000**

**Local call 1300 650 540
Phone 1300 650 540**

Email insure@ansvar.com.au

Insured Name

FREE REFORMED SCHOOL ASSOCIATION
INC

Policy Number

06.080.0598673

Type of Policy

Public Liability

Period of Insurance

30/10/19 to 30/10/20 at L.S.T 4:00pm

Net Amount Payable

\$11,089.85

We thank you for insuring with Ansvar. Your policy has been renewed in accordance with your instructions. Please contact us should you have any queries.

Gross Payable:	\$13,554.24
Commission:	\$2,240.36
GST on Commission:	\$224.03

Please read the important warning and information overleaf regarding your Duty of Disclosure.

Upon payment, this document will become a Tax Invoice for GST purposes.

The Contract of Insurance consists of this Certificate and Company's Policy – to be read as one document

PAYMENT METHODS



By Mail: Please detach and return this portion with your Cheque and mail to :

**Ansvar Insurance Limited
GPO Box 1655
Melbourne VIC 3001**



By Credit Card : To pay by MasterCard or Visa phone **1300 885 175**, or go to www.ansvar.com.au to pay over the internet. Quote Company Number **205195**, and Reference Number **0608005986732**

(Please note that this service is for bill payments only, and any policy changes should be referred to your local branch.)



Billers Code : 51656

Ref. No: 0608005986732

Call your participating financial institution to make this payment from your cheque, savings, Mastercard or Visa account.

By Monthly Instalments :

If you wish to pay by monthly instalments, please contact our office to arrange for a Direct Debit Request to be sent to you.

FREE REFORMED SCHOOL ASSOCIATION \$13,554.24
06.080.0598673 0086520 RN 06 0021220 BGK

Please see over for details of your Insurance Policy



Your duty of disclosure

Before you enter into or renew a contract of insurance, 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.

When offering to renew your contract of insurance, 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 these duties until we agree to insure you or 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, we may refuse to pay a claim and treat the contract as if it never existed.

Conditions applicable to policies paid by monthly instalments

You may pay your premium by monthly instalments direct from a financial institution. However, if your first monthly instalment is dishonoured by your financial institution this policy will not operate at all. This means you will not be covered in the event of a claim. You cannot claim under the policy if, at the date of loss, any monthly instalment has remained unpaid for 14 days or more.

If a monthly instalment remains unpaid for 30 days after its due date, the policy will be cancelled and you will be notified in accordance with the Insurance Contracts Act 1984.

If you have a total loss or we settle your claim by paying the full sum insured, we shall deduct the instalments for the remaining period of insurance from the settlement amount.

Should the financial institution holding your account return or dishonour a direct debit payment due to lack of funds in your account, we will charge you for any direct or indirect costs which we incur arising from the payment being returned or dishonoured.

If you have a complaint

Ansvar is committed to resolving any complaint you may have in relation to our products, services or handling of your personal information. Our process has 3 key stages.

1. Make a complaint

Please refer your complaint to us by:

Phone: 1300 650 540

Email: insure@ansvar.com.au

Post: **Ansvar Customer Disputes Resolution**
GPO Box 1655, Melbourne, Victoria 3001

Your complaint will be reviewed and a response provided to you within 7 business days of us receiving notice of the complaint. Please ensure you provide a telephone number at which you may be contacted.

2. Refer for internal dispute resolution

If you are not satisfied with our response, you may ask us to refer your complaint to our Internal Dispute Resolution Committee. The committee is made up of representatives from across our organisation that have the appropriate knowledge and authority to deal with your complaint.

3. Refer for external dispute resolution

If we are unable to resolve your complaint, you may seek advice from the Australian Financial Complaints Authority (AFCA).

Website: www.afca.org.au

Phone: 1800 931 678

Privacy

The Privacy Act sets out how we are to collect, use, disclose and protect your personal information. It also describes the circumstances for you to access and, if necessary, correct your personal information. You may access your personal information by contacting any of our offices.

General Advice Warning

Ansvar Insurance, or one of our representatives, may give you general advice about this product which does not take into account your personal needs or financial objectives. Before acting on any advice it is important that you read and consider the information provided in the Product Disclosure Statement (PDS) to decide if the product is right for you.

Duty on Insurance Policies

Government charges or duties may apply to this insurance policy. Ansvar is responsible for paying any duty applied to an insurance policy, to the relevant State Revenue Office. Where a duty is payable on the premium, you are required to pay Ansvar the duty together with the premium payable on the insurance policy.

Should you or your organisation have a current exemption from paying such charges or duties you must provide formal evidence of that current exemption to Ansvar together with the premium payable.

Policy Notes

Additional Comments:

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Your operations are described as:
Education organisation which may include provision of academic educational services, outings, organised games, participation in school sports, accommodation for students, camps and excursions, fundraising such as walkathons and picnics, events/festivals held at your place of occupancy.
Excluding any events/festivals held at premises other than your own where more than 500 attendees are expected unless specifically agreed by endorsement detailed within this document. Some activities are excluded as per policy wording.

POLICY WORDINGS
The following policy wordings apply to the cover provided by this insurance programme
Ansvær Insurance Ltd. General Public and Products Liability
Insurance Policy Wording



Location of Risk: ANYWHERE IN AUSTRALIA 6112

Type of Risk : 80 – Public Liability

Type of Cover	Broadform Liability	
	Sum Insured	Excess
Public Liability	\$20,000,000	\$2,000
Products Liability	\$20,000,000	\$2,000
Property in Care/Custody/Control limited to	\$250,000	
Molestation/Sexual Abuse limited to	\$5,000,000	

	Premium	F/ES Levy	GST	S/Duty	TOTALS
Public Liability	\$11,201.85	\$0.00	\$1,120.18	\$1,232.21	\$13,554.24

Endorsement

- CLL Claims Pers Inj to Labour Hire
 CLAIMS FOR PERSONAL INJURY TO LABOUR HIRE AND/OR
 SUBCONTRACTORS EXCESS ENDORSEMENT
 It is hereby agreed and declared that any claims for
 personal injury to labour hire personnel, subcontractors or
 contractors who are performing services on behalf of the
 Insured will be subject to an excess of \$5,000 each and
 every claim.

- CLV Claims Pers Inj to Volunteers
 CLAIMS FOR PERSONAL INJURY TO VOLUNTEERS EXCESS ENDORSEMENT
 It is hereby agreed and declared that any claims for
 personal injury to volunteers will be subject to an excess
 of \$1,250 each and every claim unless the Insured has an
 Voluntary Workers Personal Accident Policy with Ansvar
 Insurance Limited in which case the standard policy excess
 will apply.

Additional Comments:

- Construction Liability: \$500,000
- Counsellors Liability: \$1,000,000
- Indemnifiable Fines & Penalties: \$100,000 (Nil Excess)
- Optional Extensions:
- 1. Sexual Abuse \$5,000,000
- 2. Replacement Wages Not Insured
- 3. Medical Malpractice Not Insured
- 4. Retroactive Claims Made Liability
- Public Liability Not Insured
- Sexual Abuse Only Not Insured
- 5. Contractual Liability Not Insured
- 6. Member to Member Not Insured
- 7. Trauma Counselling Costs Not Insured

Effective from 15th May 2012 the following endorsement applies to this policy:

Automatic Extension
 Indemnifiable fines and penalties
 Notwithstanding Exclusions applicable to the General Liability wording in relation to Fines and Penalties and on the basis

that you do not have a Directors or Officers,
Management Liability or similar contract of insurance,
we will indemnify you against any penalty
insurable at law and payable by you upon conviction for an
offence under the Education and Care Services National
Regulations (2011) arising from criminal proceedings:
1. first brought against you during the period of insurance; and
2. which arises from a wrongful act committed or alleged to have
been committed by you and;
3. notified to us during the period of insurance.

For the purposes of this automatic extension only, the following
definitions apply:

Penalty:

shall mean any monetary sum payable by you and required by an
order of a court of competent jurisdiction, to any regulatory
Authority pursuant to the Education and Care Services National
Regulations (2011) but excluding:

- any amounts payable as compensation;
- any compliance, remedial, reparation or restitution costs;
- any amounts payable for income tax, customs duties, excise
duty, stamp duty, sales tax or any other State or Federal tax or
duty;
- any exemplary or punitive damages;
- liabilities that are not insurable at law;
- any legal and other costs associated with the penalties
levied on you; and
- any consequential or economic loss.

Wrongful Act:

means any actual or alleged breach of duty,
breach of trust, neglect, error, misstatement,
misleading statement, omission, breach of warranty of authority
or other act wrongly committed or attempted by any employee or
official in the discharge of their duties or any liability

asserted against them while acting in the course of their duties
in their individual or collective capacities as employee or
official.

WE WILL NOT PAY FOR:

- more than \$100,000 (including defence costs) for any one claim
and in the aggregate for all claims in any one period of
insurance;
- extend the indemnity to any subsequent penalty arising out of
your failure to comply with any lawful consent, demand,
determination, notice, order, or the like issued under the
Education and Care Services National Regulations (2011).

A "KNOWN OFFENDERS" - SEXUAL ABUSE EXCLUSION APPLIES TO THIS
POLICY AS DETAILED WITHIN THE POLICY WORDING
GUIDELINES TO ASSIST IN RISK MANAGEMENT
OF SEXUAL ABUSE

The purpose of these guidelines are to ensure you are meeting
Ansvar's expectations in regards to risk management. These
should be included in your Child Protection Policy,
protecting children or vulnerable persons from the risk of
suffering sexual abuse whilst under your organisations care.
If you do not have a Client Protection Policy,
please contact Ansvar Insurance immediately.



When engaging, or appointing new employees, representatives, members or service providers who are working with children or vulnerable persons, please ensure you have:

- (i) For non volunteers, inquired with two referees as to their suitability for the role or position;
- (ii) Inquired with their previous posting or employment as to their suitability for the role or position;
- (iii) Inquired of them whether they have ever been convicted or investigated for sexual abuse, assault or a sexual offence of any kind;
- (iv) Asked them to sign an authority allowing you to conduct a search to determine whether they have a criminal record and have conducted this search or any other search as required by legislation
- (v) Not placed unknown volunteers in a position of trust within their first six months of joining your organization
- (vi) Procedures in place to ensure the "Two-Person" rule applies where feasible.
- (vii) Procedures in place to prohibit the employment or engagement of any person from working in your organisation if they have prior convictions relating to violent or sexually related offences.

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SEXUAL ABUSE LIMIT

** OUR LIABILITY FOR ALL COMPENSATION RELATING TO SEXUAL ABUSE IS AS SHOWN IN THIS CERTIFICATE OF INSURANCE AND IS LIMITED IN THE AGGREGATE FOR ALL CLAIMS IN ANY ONE PERIOD OF INSURANCE. EACH VICTIM OF SEXUAL ABUSE IS CONSIDERED A SEPARATE "OCCURRENCE"

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