

**Guild Insurance Limited** 

ABN 55 004 538 863 AFS Licence No: 233791 Level 3, 164 Grey Street, South Brisbane, QLD 4000

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Policy Number: 44/40PRF0411205

Mr Justin Winsch 108 Malabar St WYNNUM WEST QLD 4178

Thank You for insuring with Guild Insurance. We are pleased to enclose the Policy Schedule in accordance with Your Application. This Schedule shows the extent of Cover and the payment required. It is important to read this document carefully to ensure all details are correct. Keep this document with Your Policy for Your records.

## YOUR POLICY

Transaction: New Business

Policy Type: Combined Liabilities Insurance

Policy Number: **44/40PRF0411205** 

Client Number: 3682975

Period of Insurance: 08 September 2014 to 08 September 2016 at 04:00 pm

## **CONTACT US FOR HELP**

If You have any queries, please call the staff at Our BRISBANE office on 07 3230 8500 who will be happy to assist You.

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## **PAYMENT ADVICE**

Premium Details For Policy Number: 44/40PRF0411205 Client Number: 3682975

Combined Liabilities Insurance Client Name: Mr Justin Winsch

Amount Payable: \$192.25 Period: 08 September 2014 to 08 September 2016

For details on how to pay this Policy, please see over page.

## **HOW TO PAY**

By Mail

Send Your completed Credit Card details (below) OR Your Cheque or Money Order made payable to Guild Insurance Limited with the Payment Advice to:

Locked Bag 7 HAWTHORN VIC 3122

By BPAY

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Biller Code: 19588

PAY Ref: 061104112059

Telephone & Internet Banking - BPAY ® Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account (Visa & Mastercard Only). More info: <a href="https://www.bpay.com.au">www.bpay.com.au</a>

® Registered to BPAY Pty Ltd ABN 69 079 137

By Phone FreeCall Us on 1800 810 213 (between 9am-5pm) with Your Credit Card

details ready

Note: We accept MasterCard, VISA or Diners Club credit cards

In Person Take the Payment Advice and pay by Cash or Credit Card at Your Local

**Guild Office** 

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## Credit Card Details if not paying over the phone:

MasterCard / VISA / Diners Club (please circle)

Signature

Number	/	 /	/

Name of Cardholder	

Valid to	 /	

Please detach Payment Advice and send to: Locked Bag 7 HAWTHORN VIC 3122

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POLICY DETAILS TAX INVOICE

### **Combined Liabilities Insurance**

Transaction: New Business Policy Number: 44/40PRF0411205

Client Number: 3682975

Period of Insurance: 08 September 2014 to 08 September 2016 at 04:00 pm

The Insured(s): Justin Winsch

## YOUR SCHEDULE

## **Trading Name:**

Location of Risk: 108 Malabar St

WYNNUM WEST QLD 4178

Professional Services: Personal Fitness Training

Description of Cover for Period: 08 September 2014 to 08 September 2016	Sum Insured	Excess
Section 01 - Professional Indemnity (Claims Made)		
Professional Indemnity	\$5,000,000	\$250
Retroactive Date:		Costs Exclusive
Section 02 - Broadform Liability (Occurrence)		
Public Liability	\$10,000,000	\$250
Products Liability	\$10,000,000	\$0

## **Excluded Activities Endorsement**

It is hereby declared and agreed that We do not provide Cover for any Claim, loss, damage, Personal Injury, Property Damage, cost or expense of any nature directly or indirectly arising out of or connected with the actual participation of any person or persons in any of the following activities:

- a) Abseiling;
- b) Equestrian;
- c) All codes of football but not including soccer;
- d) All water sports but not including swimming;
- e) Snow Skiing; or
- f) Military Style group exercise.

In all other respects the Policy remains unaltered.

# YOUR ACCOUNT

Account Details	
Policy Number: 44/40PRF0411205	Client Number: 3682975
Basic Premium	\$160.34
Fire Service Levy	\$0.00
GST	\$16.03
Stamp Duty	\$15.88
Total Payable	\$192.25

This document will be a Tax Invoice for GST once payment is received. Guild Insurance Limited ABN: 55 004 538 863

## IMPORTANT NOTICE

Listed below are some Important Notices that We are obliged to bring to Your attention. Please read these Important Notices and if You are in doubt as to how they may affect You contact Our Office and ask for an explanation.

#### **Duty of Disclosure**

Under the Insurance Contracts Act 1984, You have a duty of disclosure. This means before You enter into a contract of general insurance with an insurer, You have a duty 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 insurance and, if so, on what

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 does not require disclosure of any 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 its business, ought to know;
- as to which compliance with Your duty is waived by the insurer.

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a Claim or may cancel the contract. If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

#### Privacy

We respect Your rights to privacy and are committed to complying with all applicable privacy laws. These laws include the Privacy Act 1988, which incorporates the National Privacy Principles for the fair handling of personal information.

By entering into this insurance contract with Us You agree to the collection, use and disclosure of Your personal and sensitive information:

- for the primary purpose of evaluating, effecting, managing and administering this or any other insurance cover, or financial service or product provided to You previously, currently or in the future by Us, any related company, or in conjunction with Us;
- from or to Your professional association, or from or to Our service providers (including but not limited to lawyers, claims consultants and reinsurers);
- if We are required or permitted to do so by law;
- about Your health, Your criminal convictions (with the exception of Your spent criminal convictions), membership of associations, where appropriate and only for the above stated primary purpose;
- for the secondary purpose of informing You of other products and services offered by Us, Our related corporations or Your professional association and to test and improve upon the insurance systems used to manage Your Policy.

If You do not provide the requested personal information, We may not be able to evaluate, effect, manage or administer Your cover and You may be in breach of Your duty of disclosure.

You may access personal information We hold about You by writing to Us or calling Us on 1800 810 213 during office hours. We generally provide the information We hold free of charge.

#### **General Insurance Code of Practice**

We are a signatory to, and fully support, the General Insurance Code of Practice. The objectives of this Code are:

- to promote better, more informed relations between insurers and their customers:
- to improve consumer confidence in the general insurance
- to provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- to commit insurers and the professionals they rely upon to higher standards of customer service.

Premium Payments by Instalments
When You pay Your premium by instalments, then:

- if a premium is overdue for a period exceeding 14 days We may refuse to pay any Claim arising from an event that happens after the due date of the instalment;
- if a premium is overdue for a period exceeding one
- calendar month We may cancel this Policy; and if We agree to pay Your Claim, We will deduct any outstanding premium from the Claim payment.

### **Claims Made Cover**

Section 1 – Professional Indemnity operates on a claims made basis. This means that Section 1 – Professional Indemnity Covers You for Claims made against You and notified to Us during the Period of Cover. Section 1 - Professional Indemnity does not provide Cover in relation to:

- acts, errors or omissions occurring or committed by You prior to the Retroactive Date of the Policy (if such a date i specified in the Schedule);
- Claims made after the expiry of the Period of Cover even though the event giving rise to the Claim may have occurred during the Period of Cover; Claims made, threatened or intimated against You prior to
- the commencement of the Period of Cover;
- facts or circumstances of which You first became aware prior to the Period of Cover, and which You knew or ought reasonably to have known had the potential to give rise to a Claim under this Policy
- any Claims arising out of circumstances noted on the Application for the current Period of Cover or on any previous Application.

Where You give notice in writing to Us of any facts that might give rise to a Claim against You as soon as reasonably practicable after You become aware of those facts, but before the expiry of the Period of Cover, You may have rights under Section 40(3) of the Insurance Contracts Act 1984 to be indemnified in respect of any Claim subsequently made against You arising from those facts notwithstanding that the Claim is made after the expiry of the Period of Cover. Any such rights arise under the legislation only. The terms of the Policy and the effect of the Policy is that You are not Covered for Claims made against You after the expiry of the Period of Cover.

**Financial Support for Associations**If You are a current member of an association and a referral agreement exists between Guild Insurance Limited and Your association, then We provide financial support to Your association. Such support includes sponsorship, marketing assistance and/or a referral fee of up to 10% of Your annual Policy premium, before Government charges. If You would like to know if Your association has entered into a referral agreement with Guild Insurance Limited or require further information, please contact Us.

### Complaints and Dispute Resolution

We work hard at building strong relationships with our clients. This requires communication, accessibility and a commitment to providing quality insurance cover. However, complaints and disputes may still arise. We have therefore developed a complaints and dispute resolution process that is fair, efficient and accessible to all our clients.

#### Complaints

If you would like to make a complaint please call us on 1800 810 213 during office hours and speak to one of our friendly staff, who will do their best to assist you. If our staff member is not able to resolve your complaint they will refer the matter to the manager. We will respond to your complaint in writing within 15 business days provided we have all the information necessary to deal with your complaint. If we need more information we will agree an alternative timeframe with you.

If your complaint cannot be resolved by the manager, you can request that the matter be referred to a member of our Dispute Resolution Panel who will treat your complaint as a dispute and endeavour to resolve it through our dispute resolution

#### Dispute Resolution Process

Our dispute resolution process is available at no cost to you. We will keep you fully informed throughout the process and will reply to you within 15 business days provided we have sufficient information to deal with the dispute.

If our internal dispute resolution facility is unable to resolve your dispute and you wish to take the matter further, we will provide you with information regarding a free external dispute resolution service or other external dispute resolution options (if any) that may be available to you. Alternatively you may seek independent legal advice at your own expense.

If we are unable to resolve your complaint to your satisfaction within 45 days we will inform you of the reasons for the delay and that you may take the complaint or dispute to our external dispute resolution scheme, even if we are still considering your case.

We have a brochure about our internal procedures for handling complaints and disputes which is available on request.

#### **GST**

Sums Insured
The Sum Insured that You choose should exclude Goods and Services Tax (GST). In the event of a Claim, if you are not registered for GST, We will reimburse You the GST component in addition to the amount We pay You. If You are registered for GST, You will need to claim the GST component from the Australian Tax Office. Where You cannot claim the GST component in full, We will reimburse You the unclaimed GST component in addition to the amount We pay You.

### Claim Settlement

Where We make a payment under this Policy for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You are, or will be, or would have been entitled to under the GST Act in relation to that acquisition, whether or not that acquisition is actually made. Where We make a payment under this Policy as compensation, instead of for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to under the GST Act had the payment been applied to acquire such goods, services or other supply.

## Disclosure of Input Tax Credit Entitlement

You must advise Us of Your correct input tax credit percentage where you are registered as a business and have an Australian Business Number. Any GST liability arising from Your incorrect advice is payable by You.

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