## Arthur J Gallagher & Co (Aus) Ltd

ABN 34 005 543 920 ACN 005 543 920 AFS Licence Number 238312

Level 3 700 Springvale Road MULGRAVE VIC 3170 PO Box 500 MULGRAVE VIC 3170 Tel: (03) 9244 7777 (03) 9244 7788 Fax:

Email: imar.insure@ajg.com.au

**TAX INVOICE** 

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

13/05/2022

811002

Invoice Date:

Invoice No:

The Trades Team (T/L)

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You are reminded that the policy mentioned below falls due for renewal on 21/05/2022. To ensure your continued protection, please forward your payment to this office by the renewal date unless otherwise specified. THIS BECOMES A TAX INVOICE WHEN PAID IN FULL

> Mr R & J Shipway Hello Plumbing Pty Ltd U 27 19 NARABANG WAY **BELROSE NSW 2085**

Class of Policy: PROFESSIONAL INDEMNITY INSURANCE Insurer: AIG Australia Limited Level 19, 2 PARK STREET, SYDNEY NSW 2000 ABN: 93 004 727 753 The Insured: Hello Plumbing Pty Ltd

RENEWAL Policy No: 9013246PIN Period of Cover: From 21/05/2022

Should you have any queries in relation to this account,

Our Reference: SHIPWAY R

please contact your Account Manager

to 21/05/2023 at 4:00 pm

See attached schedule for a description of the risk(s) insured. Details: If the details below are incorrect or blank, please contact us.

Email Address - info@helloplumbing.com.au Mobile Number - 0419 730 985

Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Broker Fee
\$1,250.00	\$0.00	\$0.00	\$157.00	\$68.75	\$320.00
			TOTAL		\$1,795.75

Please ensure you review our Important Notices in respect to -

- Your Duty of Disclosure
- Non-Disclosure
- **Financial Ombudsman Service**
- Average (Co-insurance)
- Cancellation
- **General Advice Notice**
- **Client & Third Party Provider Notice**
- Complaints and dispute resolution procedures

Important notices are attached to this communication.

Our Reference: SHIPWAY R Biller Code: 352849 Ref: 0130705475798630 811002 Invoice No: Telephone & Internet Banking - BPAY® Acct Man: T/I 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 Acct Name: Arthur J Gallagher & Co (Aus) Ltd BSB: 033031 Account: 323620 Reference: SHIPWAY R 811002 Mail this portion with your cheque payable to: Arthur J Gallagher & Co (Aus) Ltd PO Box 500 **MULGRAVE VIC 3170** To pay with your VISA or Mastercard Call 1800 290 539 or \$1,795.75 AMOUNT DUE Visit payment.ajg.com.au Client Ref: 0170547X Invoice Ref: 811002

Product Policyholder Name Policyholder's Main Address Policy Number Policy Period Transaction Date Professional Services Wording ABN Registered for GST ITC%	Professional Indemnity HELLO FAMILY PTY LTD T/AS HELLO PLUMBING 37 Neridah Avenue Belrose, NSW 2085 9013246PIN 21/05/2022 to 21/05/2023 4:00 P.M. at the policyholder's main address 21/05/2022 The provision of advice and services as a licensed plumber SmartProtect Professionals Miscellaneous 0621 58 608 183 240 Yes 100.0
Coverage Details	
Professional Indemnity Limit of Liability (Any one Claim) Limit of Liability (Aggregate) Retention (Each and Every Claim)	\$5,000,000 \$15,000,000 \$1,000
Public / Products Liability Limit of Liability (Any one Occurrence) Retention (Each and Every Claim)	Not Insured Not Insured
Retroactive Date	Unlimited
Insurer	AIG Australia Limited

#### **Underwriting Questions**

Are any of the Firm's business activities performed in the USA / Canada or provided to clients based in the USA / Canada?

ABN 93 004 727 753

AFSL 381686

Do the Firm's clients include any of the following sectors: Nuclear, Chemical, Aviation, Power Plants, Safety Critical or Financial Trading Platform areas?

No

No

#### **Claims History**

After enquiry of the partners/principals/directors and employees, has there been or is there now pending a claim against the Firm, its predecessors in business or its current or former partners/principals/directors or employees for a breach of professional duty?

Policy No: 9013246PIN Invoice No: 811002 Our Ref: SHIPWAY R

Schedule of Ins	urance			Page 3 of 7
Class of Policy: The Insured:	PROFESSIONAL INDEMNITY INSURANCE Hello Plumbing Pty Ltd	Policy No: Invoice No: Our Ref:	9013246PIN 811002 SHIPWAY R	
	partners/principals/directors and employees is the f give rise to a claim against the Firm or its partners/	-		No
investigation (actua	partners/principals/directors and employees is the f I or pending) of the Firm or any partners/principals/o nonwealth, State or Local statute, legislation, regula	director or employees		
				No
or employee ever b	partners/principals/directors and employees, has th een subject to any disciplinary action, been fined or or alleging professional misconduct?			ctor
inquiry invoctigating				No
	nad any Insurer decline a proposal, imposed any spo mnity insurance policy?	ecial terms, cancelleo	l or refused to re	new
•				No
Are there any other	claims relating to this policy which have yet to be su	ubmitted to AIG?		
				No

## **An Important Notice**

## **Claims-Made and Notified Insurance**

This policy is issued by AIG Australia Limited (AIG), ABN 93 004 727 753 AFSL 381686 on a claims-made and notified basis. This means that the policy only covers Claims (as defined) first made against you during the Policy Period (as defined) and notified to the insurer in writing during the Policy Period. The policy does not provide cover for any Claims made against you during the Policy Period if at any time prior to the commencement of the Policy Period you became aware of facts which might give rise to those Claims being made against you.

Section 40(3) of the Insurance Contracts Act 1984 provides that where you give notice in writing to the insurer of facts that might give rise to a Claim against you as soon as is reasonably practicable after you become aware of those facts but during the Policy Period, the insurer cannot refuse to pay a Claim which arises out of those facts, when made, because it is made after the Policy Period has expired.

This policy contains a "Prior Claims/Circumstances" Exclusion for loss in connection with any claim:

a. made prior to or pending at the inception of this policy; orb. arising out of out of, based upon or attributable to any circumstance that, as of the inception of this policy, may reasonably have been expected by any Insured to give rise to a Claim.

This policy does not provide cover for Claims arising from any Wrongful Acts which take place before the Retroactive Date.

## Your Duty of Disclosure

cy: PROFESSIONAL INDEMNITY INSURANCE Hello Plumbing Pty Ltd

Policy No:9013246PINInvoice No:811002Our Ref:SHIPWAY R

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

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.

#### Subrogation

This policy contains provisions which have the effect of excluding or limiting the insurers liability in respect of a loss where you have prejudiced the insurers rights of subrogation where you are a party to an agreement which excludes or limits insurers rights to recover the loss from another party. You are hereby notified of the effect of these provisions.

## **Privacy Notice**

This notice sets out how AIG Australia Limited (AIG) collects, uses and discloses personal information about:

\* you, if an individual; and

\* other individuals you provide information about.

Further information about our Privacy Policy is available at www.aig.com.au or by contacting us at australia.privacy.manager@aig.com or on 1300 030 886.

## How we collect your personal information

AIG usually collects personal information from you or your agents.

AIG may also collect personal information from:

- \* Our agents and service providers;
- \* other insurers;

\* people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners;

- \* third parties who may be arranging insurance cover for a group that you are a part of;
- \* providers of marketing lists and industry databases; and

\* publically available sources.

## Why we collect your personal information

Class of Policy:
The Insured:

y: PROFESSIONAL INDEMNITY INSURANCE Hello Plumbing Pty Ltd

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AIG collects information necessary to:

\* underwrite and administer your insurance cover;

- \* maintain and improve customer service; and
- \* advise you of our and other products and services that may interest you.

You have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in AIG declining cover, cancelling your insurance cover or reducing the level of cover, or declining claims.

## To whom we disclose your personal information

In the course of underwriting and administering your policy we may disclose your information to:

\* entities to which AIG is related, reinsurers, contractors or third party providers providing services related to the administration of your policy;

\* banks and financial institutions for policy payments;

\* assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;

\* other entities to enable them to offer their products or services to you; and

\* government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

AIG is likely to disclose information to some of these entities located overseas, including in the following countries: United States of America, United Kingdom, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which you have a claim and such other countries as may be notified in our Privacy Policy from time to time.

You may request not to receive direct marketing communications from AIG.

## Access to your personal information

Our Privacy Policy contains information about how you may access and seek correction of personal information we hold about you. In summary, you may gain access to your personal information by submitting a written request to AIG.

In some circumstances permitted under the Privacy Act 1988, AIG may not permit access to your personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

## Complaints

Our Privacy Policy also contains information about how you may complain about a breach of the applicable privacy principles and how we will deal with such a complaint.

## Consent

If applicable, your application includes a consent that you and any other individuals you provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

**Endorsements attaching to the Policy** 

Class of Policy: The Insured:

y: PROFESSIONAL INDEMNITY INSURANCE Hello Plumbing Pty Ltd Policy No:9013246PINInvoice No:811002Our Ref:SHIPWAY R

In consideration of the Premium, the policy is amended as follows: Definition: The definition of Professional Services is deleted from the policy and replaced with the following: Professional Services means: The provision of design, advice & specification of plumbing equipment by registered plumbers at the time such services were performed. All other terms, conditions and exclusions remain unchanged.

## Construction/Manufacturing Exclusion (Effective Date: 21/05/2021)

In consideration of the payment of the premium, the policy is amended as follows: Exclusion: The following Exclusion is added to the Policy: Construction/Manufacturing This policy shall not cover Loss in connection with any Claim arising out of, based upon or attributable to a defect in any raw material or product or any physical act of construction, maintenance, installation or manufacturing by or on behalf of the Insured. All other terms, conditions and exclusions remain unchanged.

## Project Management Exclusion - SmartProtect (Effective Date: 21/05/2021)

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 payment of the **Premium**, the **Policy** is amended as follows:

The following exclusion is added to Section 3 Exclusions ('General Exclusions applicable to Sections 1 and 2 of this Policy'):

The **Insurer** shall not be liable under:

(a) Section 1 of this **Policy** to provide indemnity in respect of any **Claim**, **Costs**, **Inquiry Costs**, costs, expenses or loss; or

(b) Section 2 of this **Policy** for any **Personal Injury**, **Property Damage** or **Advertising Injury**,

(i) any failure by any **Insured** or other party acting for the **Insured** to effect or maintain financing on a project;
(ii) any failure by any **Insured** or other party acting for the **Insured** to effect or maintain any form of insurance; surety or bond on a project; or

(iii) the insolvency of any party to a project.

All other terms, conditions and exclusions remain unchanged.

Difference in Conditions Endorsement - AIG Australia Limited (Effective Date: 21/05/2022)

# 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 payment of the premium, the policy is amended as follows:

1. *Extensions*: The following Extension is added to the policy:

## **Difference in Conditions**

If the **Insurer** is not liable for payment under this policy, but cover for the matter would have been available to any **Insured** based upon the terms, conditions, exclusions and limitations of the **Previous Policy**, as if it were still in force, then this policy shall provide cover in accordance with the same terms, conditions, exclusions and limitations of the **Previous Policy** as if it was in existence on the inception date of this policy.

This Extension shall not apply to the extent that an Endorsement to this policy excludes, directly or indirectly, the matter. The **Insured** shall be liable for the **Retention** applicable for the most similar Section under this policy and the **Insurer** shall not be liable for more than the **Limit of Liability** for the most similar Section applicable under this policy.

2. *Definitions*: The following Definitions are added to the policy under the General Terms and Conditions Section:

## **Previous Policy**

the Professional Indemnity Insurance policy held by the **Policyholder** and expiring at the inception of the first professional indemnity insurance with the **Insurer**.

All other terms, conditions and exclusions remain unchanged

Extended Continuous Cover Endorsement (Effective Date: 21/05/2022)

Class of Policy: The Insured:

cy: PROFESSIONAL INDEMNITY INSURANCE Hello Plumbing Pty Ltd

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

The Automatic extension titled "Continuous cover" is deleted and replaced with the following:

Notwithstanding Exclusion (Known Claims and Circumstances) the **Insurer** agrees to indemnify the **Insured** under the Insuring Clauses for any **Claim** or **Inquiry** first made against the **Insured** arising from facts, matters or circumstances of which the **Insured** was aware prior to the **Policy Period** provided that:

(a) the **Claim** or **Inquiry** would have been covered under the **Insured's** professional indemnity insurance policy at the time that the **Insured** first became aware of such facts, matters or circumstances and the **Insured** has continued without interruption to hold professional indemnity insurance;

(b) there is an absence of fraudulent non-disclosure; and

(c) the Limit of Liability applicable to this Extension shall be the lesser of:

i) the limit of liability or sublimit of liability applicable to the policy held by the **Insured** when the **Insured** first became aware of the facts, matters or circumstances; or

ii) the Limit of Liability or sublimit of liability applicable to Section 1 of this Policy.

The terms and conditions of Section 1 of this **Policy** and, where relevant, the General Exclusions, General Conditions and General Definitions of this **Policy** shall otherwise apply.

ENDORSEMENTS

- Cooling Off Period Applies
- Electronic Data Exclusion Applies
- Asbestos Exclusion Applies
- Terrorism Exclusion Applies

NOTICE

A policy booklet, setting out the terms and conditions, is in your possession. If you have any questions relating to the cover, please contact this office immediately.