

## SCHEDULE

**Policy No: C2 MIS 1750574**

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- Item 1 The Policyholder:** Community Broker Network Pty Ltd;  
Westcourt General Insurance Brokers Pty Ltd;  
Hunter Insurance Services Pty Ltd;  
NAS ARCo 1 Pty Ltd;  
NAS ARCo 2 Pty Ltd;  
NAS ARCo 3 Pty Ltd trading as Community Insurance Broking
- Item 2 Address:** Unit 3, 5 Ord Street  
West Perth  
WA 6005
- Item 3 Professional Services Covered:** Refer to The Professional Business (as per manuscript wording)
- Item 4 Description of Policy:** Manuscript Policy Wording
- Item 5 Period of Insurance:** From 15/08/2019 to 4:00 pm on 30/06/2020
- Item 6 Premium Details:**

<b>Premium:</b>	As agreed
<b>Goods and Services Tax:</b>	As agreed
<b>Stamp Duty:</b>	As agreed
<b>Total Amount Payable:</b>	As agreed

### **“TAX INVOICE”\***

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*\*This document describes our proposed supply of insurance to you and will become a Tax Invoice for GST when payment is made. For this purpose, the address of Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance is 181 William St, Melbourne 3000.*

*Where our agent or your broker issues you a Tax Invoice, which includes an amount for this supply of insurance, your payment is made against the agent's or broker's invoice and this document does not become a Tax Invoice.*

*If you are registered for GST purposes, your input tax credit entitlement is, or is based on, the GST amount shown above. Please note that, in accordance with the GST law relating to insurance premiums the GST amount may be less than 1/11 of the total amount payable.*



**Item 7 Particulars of Risk**

**7.1 Total Sum Insured:** \$10,000,000 any one claim  
Which includes all Policy sections  
*Sum Insured includes any automatic reinstatements and all policy sections*

<b>7.2 Amount of Excess</b>	Australia & New Zealand Jurisdictions	\$5,000 (inclusive of costs)
	Other Jurisdictions	\$5,000 (inclusive of costs)
	Enquiries	NA
	Employment Practices Liability	NA
	Fidelity Cover	NA

<b>7.3 Application of Excess:</b>		
<b>In respect of Australia and New Zealand jurisdictions</b>		Costs Inclusive
<b>In respect of Other jurisdictions</b>		Costs Inclusive

**7.4 Retroactive Date:** Unlimited

**7.5 Jurisdictional limits:** Worldwide excluding USA/ Canada

**7.6 The date of the proposal and declaration:** 13/08/2019

**Item 8 Joint Ventures:** No named Joint Ventures

**Item 9 Specific Cover Limits:**

<b>9.1 Enquiries</b>	NA
<b>9.2 Employment Practices Liability</b>	NA
<b>9.3 Fidelity Cover</b>	NA

**Item 10 Special Items:**

*This policy is subject to the following endorsements, details of which are set out at the end of this schedule*

1. NAS Wording Endorsement
2. Former CGU Authorised Representatives Endorsement
3. Westcourt Endorsement - Replacement
4. Westcourt Endorsement - Run Off Cover
5. Arma Advisers Endorsement
6. Loss Mitigation Endorsement
7. Sanctions Exclusion
8. Severability / Misrepresentation Endorsement
9. Change of Insurer Endorsement
10. Deletion of Specific Exclusion



*Item 11* **Date and Place of Issue;** 21/08/2019 Sydney, New South Wales

Signed for and on behalf of CGU Insurance

The CGU logo is positioned to the left of a blue ink signature. Below the signature, the following text is printed: Insurance Australia Ltd, trading as CGU Insurance, ABN 11 000 016 722, AFSL 227681.

Insurance Australia Ltd  
trading as CGU Insurance  
ABN 11 000 016 722  
AFSL 227681

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Katie Yu  
21/08/2019

**Details of Special Items attaching to and forming part of the policy:**

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**1 Policy Schedule Endorsement**

It is hereby declared and agreed that the following changes have been made to the Schedule:

Item 8 is deleted from the Schedule  
Item 9 is deleted from the Schedule

In all other respects the Policy remains unaltered.

**2. Former CGU Authorised Representatives:**

It is hereby declared and agreed that Definition 1. "The Insured" is amended to include:  
(h) Declared and Accepted by the Insurer Former Authorised Representative or Corporate Authorised Representatives of CGU having acted in the course of the defined Professional Business for CGU or other Licence providers.

In all other respects the Policy remains unaltered

**3. Westcourt Endorsement – Replacement**

Subject to all the Terms, Conditions & Exclusions of the Policy, it is hereby declared and agreed that the Cover under this Policy will be extended to Westcourt General Insurance Brokers Pty Ltd, Westcourt ARs, CARs or previous Westcourt ARs or CARs at and from the 30th June 2017.

For the purposes of this endorsement, the former Endorsement 4. Westcourt Advisors Endorsement has been deleted.

In all other respects this Policy remains unaltered.

**4. Westcourt Endorsement – Run Off Cover**

Subject to all the Terms, Conditions & Exclusions of the Policy, it is hereby declared and agreed that the Cover under this Policy in respect of Westcourt Corporation, Westcourt AR, CAR or previous Westcourt AR or CAR, shall be in respect of acts, errors or omissions resulting from Professional Services undertaken on or before 30th June 2017.

In all other respects this Policy remains unaltered.

**5. Arma Advisers Endorsement**

Subject to all the Terms, Conditions & Exclusions of the Policy, it is hereby declared and agreed that the Cover under the Policy will be extended to the group known as the Arma Group, being the following authorised representatives at and from 15th May 2017:

Alleena Vitnell, Sam Hunter, Samantha Brodbeck, Amanda Morris, Julie Langsford, Yasmin Burl, Meggan Cadman, Jessica Perkins, Tony Noyes, Samantha Crane, Jean Van Vegchel, Leigh Layden, Jennifer Wilton, Dan Ramien, Yvette Marchant, Ainslie Burgess, Katrina Webb, Rebecca Swain, Jennifer Hall, John Bowman.

and the following corporate authorised representatives:

YN Pty. Ltd, Blue Oval Insurance Pty Ltd T/As CNR Insurance Brokers, Ramien Holdings Pty Ltd The Trustee for Ramien Family Trust, Arma Hunter Group Pty Ltd, Arma Insurance Brokers Young.

In all other respects the Policy remains unaltered.

**6. Loss Mitigation Endorsement**

Subject to all the Terms, Conditions & Exclusions of the Policy, it is hereby declared and agreed that we will Cover the Insured for the direct costs and expenses incurred by the Insured with our prior written consent (which shall not be unreasonably withheld or delayed) in taking reasonable and necessary steps to rectify or to mitigate the effects of, any act, error or omission of the Insured in the provision of the Professional Business which is first discovered during the Period of Insurance, which we consider would otherwise result in a Claim where such steps were not taken.

The aggregate limit for the payment of such direct costs and expenses is \$500,000 in the aggregate for all such matters.

In all other respects this Policy remains unaltered.

**7. Sanctions Exclusion**

Subject to all the Terms, Conditions & Exclusions of the Policy, it is hereby declared and agreed that the Insurer shall not indemnify the Insured in respect of any loss or civil liability based upon, directly or indirectly arising from, attributable to the provision of cover or benefit under the Policy to the extent that the provision of such cover or benefit would contravene any sanction, prohibition or restriction under an United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

In all other respects the Policy remains unaltered.

## 8. Severability / Misrepresentation Endorsement

It is declared and agreed that Section 12 and 13 of the Policy are deleted and replaced with the following:

### 12. Severability / Misrepresentation

The Insurer agrees that where the Policy insures more than one person or entity, any conduct on the part of any person or entity whereby such persons or entity:

- a) failed to comply with the duty of disclosure; or
- b) made a misrepresentation to The Insurer before the Policy was entered into, will not prejudice the right of any other person or entity otherwise entitled to indemnity under the Policy PROVIDED ALWAYS THAT:
- c) such other person or entity is entirely innocent of and has no prior knowledge of any such conduct; and
- d) such other person or entity as soon as is reasonably practicable upon becoming aware of any such conduct, advises The Insurer in writing of all known facts in relation to such conduct; and
- e) in respect of 12.5 (a) and (b) above The Insurer's right to avoid indemnity provided by the Policy or The Insurer's right to reduce indemnity provided by the Policy as a result of failure to comply with the duty of disclosure or misrepresentation will be limited to the minimum indemnity requirement under reg 2B of the Insurance (Agents & Brokers) Act Regulations as in force at the time of its repeal and only where:
  - i. any failure to comply with a duty of disclosure; or
  - ii. a misrepresentation made before the Policy was entered into,

was fraudulent, in which case The Insurer will be entitled to such rights as may be required to make recovery such that The Insurer's position is the same as it would have been if the failure or misrepresentation had not occurred. Such right of recovery will apply against any person or entity including any Insured or their consultants and advisors:

- a) responsible for; or
- b) who had knowledge of; or
- c) who condoned,

that fraudulent failure or misrepresentation.

In all other respects the Policy remains unaltered.

**9. Change of Insurer Endorsement**

This endorsement is dated 1 August 2017 and will apply to all policies taken out, or with a renewal effective date, on or after this date.

The information in this endorsement should be read with the last Policy You received for the Policy specified in your Policy Schedule and any other applicable endorsement.

Changes to your Policy:

Your Policy is amended by the following:

Change 1: Change to details of CGU Insurance Limited ABN 27 004 478 371 AFS Licence No. 238291

All references to "CGU Insurance Limited ABN 27 004 478 371 AFS Licence No. 238291" are deleted and replaced by "Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance".

Change 2: Change to details of CGU Insurance Limited

All references to "CGU Insurance Limited" are deleted and replaced by "Insurance Australia Limited trading as CGU Insurance".

Insurer

Insurance Australia Limited  
ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance

**10. Deletion of Specific Exclusion**

It is declared and agreed that Exclusion (r) of the Policy is deleted in its entirety.

In all other respects the Policy remains unaltered.