

# QBN Insurance Services

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Lower Macdonald

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NSW 2775

## CERTIFICATE OF INSURANCE

**From:** John Leask

We hereby confirm that we have arranged the insurance cover mentioned below:

National Rifle Association Of Australia  
P.O. Box 414  
Carina QLD 4152

**Date:** 18/12/2018

**Our Reference:** NATRIFLE

**RENEWAL**

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**Class of Policy:** Public &/or Products Liability Insurance  
**Insurer:** Certain Underwriters At Lloyd's  
Level 21 Angel Place, 123 Pitt Street Sydney 2000  
ABN:  
**The Insured:** National Rifle Association Of Australia

**Policy No:** 71148913  
**Invoice No:** 356546  
**Period of Cover:**  
From 30/11/2018  
to 30/11/2019 at 4:00 pm

### Details:

See attached schedule for a description of the risk insured

### IMPORTANT INFORMATION

The Proposal/Declaration:

- is to be received and accepted by the Insurer  
 has been received and accepted by the Insurer

The total premium as at the above date is:

- to be paid by the Insured  
 part paid by the Insured  
 paid in full by the Insured  
 paid by monthly direct debit

Premium Funding

- This policy is premium funded

Please note that the policy defined above is subject to the receipt of the Proposal Declaration and acceptance by the Insurer (if not already completed and accepted) and subject to the full receipt and clearance of the total premium payable by the insured.

## Schedule of Insurance

<b>Class of Policy:</b> Public &/or Products Liability Insurance	<b>Policy No:</b> 71148913
<b>The Insured:</b> National Rifle Association Of Australia	<b>Invoice No:</b> 356546
	<b>Our Ref:</b> NATRIFLE

This policy has been placed through

JUA Underwriting Agency Pty Ltd  
ABN 70 004 566 465  
Suite 1610, 530 Little Collins St, Melbourne

JUA Underwriting Agency Pty Ltd is an underwriting agency who has placed the policy with

Certain Underwriters At Lloyd's  
Level 21 Angel Place, 123 Pitt Street Sydney 2000

Insured: National Rifle Association of Australia Ltd, the Executive, NSW, Victorian, QLD, Tasmania, SA, NT, ACT, NQRA and W A Rifle Associations, Queensland Shooting Club, Committees, Sub-Committees, Branches, Clubs, Members, Range Officers, Coaches, Trainees and Authorised Visitors

Geographical Limit: World Wide (Excluding USA & Canada)

Occupation: Rifle Shooting Clubs and any other associated activities of the Insured

Interested Parties:

1. Commonwealth of Australia (as property owner)
2. ADI Lithgow (as property owner) National Parks & Wildlife ( as property owner)
3. State Forests of NSW (as property owner) Department of Land & Water Conservation ( as Property owner)
4. Conservation of Land Management WA ( as property owner)
5. Forestry Tasmania ( as property owner)
6. Department of Primary Industries, Water & Environment ( TAS) ( as property owner)
7. Queensland Government - Department of National Parks, Sport and Racing
8. Queensland Government - Department of Natural Resources and Mines
9. NSW Department of Arts, Sports and Recreation
10. The Minister Administering "Sports Venue Management 2008"
11. Southern Highlands Regional Shooting Complex Inc
12. City of Greater Shepparton
13. Griffith City Council
14. Northern Territory Firearms Council
15. "The Crown in Right of Tasmania" (as property owner).
16. Bathurst Regional Council (as Property Owner)
17. IJ & BK Tillack (as Property Owner)
18. VicTrac
19. Small Arms Factory at Lithgow
20. John Ronald Slater & William Horace Slater
21. Alice Margaret Colls
22. City of Wodonga
23. Crown Lands and National Parks and Wildlife
24. Department of Lands and National Parks
25. Parks Victoria in respect to Bendigo Rifle Club
26. NSW Department of Lands and water
27. North Burnett Regional Council

Limit of Indemnity:  
Public Liability \$ 20,000,000  
Products Liability \$ 20,000,000

Excess: \$ 1,000  
\$ 5,000 whilst in USA or Canada  
(When agreed by Underwriter)

## Schedule of Insurance

<b>Class of Policy:</b> Public &/or Products Liability Insurance	<b>Policy No:</b> 71148913
<b>The Insured:</b> National Rifle Association Of Australia	<b>Invoice No:</b> 356546
	<b>Our Ref:</b> NATRIFLE

### Extensions:

Cross Liability, Property in Care Custody and Control \$ 100,000  
Pressure Vessel Explosion, Tenants Liability, Car Parks and Member  
To Member.

Note: Townsville Rifle Club to Include Small Bore Rifle Shooting  
Katoomba Rifle Club to Include Clay Target Shooting ( 1 Trap)  
Darwin Rifle Club including Caravan Accomadation  
Murwillumbah Rifle Club to Include Clay target Shooting (2 Traps)  
Coonabarabran Civlian and Military Rifle Club Inc Includes Clay Target  
Shooting  
Leonora Rifle Club to Include Air Rifle  
Coffs Harbour Rifle Club to Include One Lane Clay target Shooting  
North Arm Rifle Club to Include Air Pistol & Air Rifle shooting

Underwriter: Certain Underwriters of Lloyds

### Endorsement No 08 as indicated in the Certificate of Insurance

#### Property In Physical or Legal Control

Clause 3.17.2 of exclusion 3.17 does not apply to liability for Property Damage to property (other than property described in Clause 3.17.3 to 3.17.6 inclusive) in Your physical or legal control subject to a maximum indemnity of the amount stated in the Schedule for any one Occurrence and a Deductible of the amount shown above.

This Policy does not apply to Property Damage however caused, where any contract or agreement requires that insurance shall be effected by You.

This endorsement forms part of the policy and should be attached thereto.

REF: EL08

### Endorsement No 114 as indicated in the Certificate of Insurance

#### Injury to Contractors/Subcontractors and Labour Hire Exclusion

This Policy does not cover any liability arising directly or indirectly from or caused by, or contributed to by or arising from Personal Injury to:

- any contractor/subcontractor or labour hire personnel
- or employee of any contractor/subcontractor or labour hire personnel

whilst performing work on your behalf.

REF: EL114

### Endorsement No 79 as indicated in the Certificate of Insurance

### Worker to Worker Excess ( Costs Inclusive )

The deductible as shown in the Schedule is deleted and replaced by the following:-

\$2,500 any one Occurrence costs inclusive for all claims except  
You shall bear the first \$25,000 any one Occurrence (inclusive of Defence Costs and other costs and expenses) in respect of liability arising out of Personal Injury to Workers while such Workers are acting in such capacity.

For the purposes of this provision the term 'workers' shall mean any person who is engaged in working on the same overall project as You in, on, about or adjacent to any work site or job site at which You are also undertaking work.

This endorsement forms part of the policy and should be attached thereto.

**TERRORISM INSURANCE IS EXCLUDED FROM THIS COVER**

<b>Class of Policy:</b>	Public &/or Products Liability Insurance	<b>Policy No:</b>	71148913
<b>The Insured:</b>	National Rifle Association Of Australia	<b>Invoice No:</b>	356546
		<b>Our Ref:</b>	NATRIFLE

### General Information

The Commonwealth Government's Terrorism Insurance Act 2003 commences on 1<sup>st</sup> July 2003.

Eligible insurance contracts which are in-force at 1<sup>st</sup> July 2003 or which are issued after that date are covered by the legislation. Where an eligible insurance contract excludes terrorism, that exclusion is rendered inoperative if the Treasurer announces that there is a declared terrorist incident. In that event, the insurer will pay a claim arising from the terrorist incident as if the terrorist exclusion did not apply.

In broad terms, eligible insurance contracts are those contracts covering non-residential buildings, structures, other works and their contents. They also include business interruption covers which relate to the ownership or occupation of such property and liability covers to the extent that the liability arises from the ownership or occupation of such property. The detail as to what policies are covered and what policies are excluded are set out in the Act and the Terrorism Insurance Regulations. More information is available at [www.arpc.treasury.gov.au](http://www.arpc.treasury.gov.au).

### What does the Insured need to do?

The Insured does not need to take any action. If a declared terrorist event occurs and the eligible insurance contract has a terrorist exclusion, then a claim will be payable in the same manner as any other claim under the policy. Apart from the terrorist exclusion, all other terms and conditions of your policy remain the same.

### Application to this Policy

We have determined that this policy (or part of it) is a policy to which the Terrorism Insurance Act 2003 applies. We have reinsured our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation.

As a consequence, we may be required to pay a premium to ARPC and that amount (together with the cost of that part of the cover provided by us and administrative costs associated with the legislation) is reflected in the premium charged. As with any other part of our premium, it is subject to Government taxes and charges such as GST, stamp duty and, where applicable, fire service levy.

For further information see the Information Sheet, Terrorism Insurance Act 2003.

### SEVERAL LIABILITY NOTICE

The subscribing (re)insurers' obligations under contracts of (re)insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing (re)insurers are not responsible for the subscription of any co-subscribing (re)insurer who for any reason does not satisfy all or part of its obligations.

LSW 1001 (Insurance)

REF: LL01

## IMPORTANT INFORMATION FOR CLIENTS

For your protection under legislation, we are required to inform you of your duty of disclosure and draw your attention to the following important information.

### YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance, you have a duty under the law to disclose every matter that you know or could reasonably be expected to know, that is relevant to the insurer's decision whether to accept the risk of insurance and if so, on what terms. You have the same duty to disclose those matters before you renew, extend, vary or reinstate a contract of general insurance.

Your duty, however, does not require disclosure of a matter

- that diminishes the risk to be undertaken;
- that is of common knowledge;
- that the insurer knows or, in the ordinary course of business, ought to know;
- as to which compliance with your duty is waived by the insurer.

### NON-DISCLOSURE

If you fail to comply with your Duty of Disclosure the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure was fraudulent, the insurer may also have the option of voiding the contract from the beginning (i.e. treating it as if it never existed).

Information regarding the full extent of your Duty of Disclosure is contained in your policy wording and should be read carefully at any point in your insurance transaction including when your policy is renewed, extended, varied or reinstated.

### RETAIL CLIENTS

Under the Corporations Act 2001 and associated Regulations Retail Clients are provided with additional levels of protection from other insurance purchasers. The Act defines Retail Clients as:

- Individuals or a small manufacturing business employing less than 100 people or any other business employing less than 20 people.
- And that are being provided a financial service or product that relates to the following insurance covers:
- Motor Vehicle (under 2 tonne), Home building, contents, personal and domestic, Sickness and Accident or Travel, Consumer Credit and other classes as prescribed by regulations.

### WHAT ADVICE IS BEING PROVIDED (RETAIL CLIENTS ONLY)

If you are a RETAIL CLIENT (refer above) and a Statement of Advice has not been provided to you with this invoice then the advice that we are giving you related to this transaction is General Advice.

General Advice is advice that has been prepared without considering your current objectives, financial situation or needs. Therefore, before acting on this advice, you should consider the appropriateness of the advice having regard to your current objectives, financial situation or needs.

If the advice provided relates to the acquisition or possible acquisition of a new insurance policy and the insurer has prepared a Product Disclosure Statement (PDS) we will have attached the PDS for your review. You should consider the PDS prior to making the decision to purchase this product. Further information regarding the income we have been paid by the insurer for this transaction is available upon request.

### DISPUTES

Clients not satisfied with our services should contact our Complaints Officer. We are members of the Financial Ombudsman Service (FOS), a free consumer service. Further information is available from our office, or contact FOS directly on 1800 367 287 or visit [www.fos.org.au](http://www.fos.org.au). We also follow the Insurance Brokers Code of Practice.

### ALTERATIONS

No alterations to the risk whatsoever will be admitted until you have notified us in writing and will not take effect until acceptance is confirmed by the insurance underwriters.

### AVERAGE / CO-INSURANCE (APPLICABLE TO SOME PROPERTY POLICIES)

It is most important that the Sum Insured you select is adequate to represent the value of the insured property and is calculated in accordance with the cover being arranged to minimise the risk of under-insurance. Also, in some cases your policy may contain Average / Co-insurance provisions which means you may be responsible for paying part of the loss you actually suffer.

### CANCELLATION WARNING (RETENTION OF BROKERAGE AND FEES)

**Class of Policy:** Public &/or Products Liability Insurance  
**The Insured:** National Rifle Association Of Australia

**Policy No:** 71148913  
**Invoice No:** 356546  
**Our Ref:** NATRIFLE

If a cover is cancelled before expiry of the period of insurance, we reserve the right to refund to you only the net return premium we receive from the insurer, and not refund any part of the brokerage or fees we received for arranging the cover. A broker service fee may also be charged to process the cancellation.

#### **CLAIMS MADE POLICIES**

Some policies provide cover on a "claims made" basis which means that claims first advised to you (or made against you) during the period of insurance are covered irrespective of when the incident causing the claim occurred. To protect your entitlement to indemnity under this type of policy, you must report all incidents that may give rise to a claim against you to insurers without delay and prior to expiry of the policy period.

#### **COOLING OFF**

All Retail Products are subject to a "cooling off period" of a minimum of 14 days and details of this are contained in the PDS. During this time, if you are not happy with a Retail Product, you may withdraw from the new contract at no cost to you other than our broker fee, which is not refundable.

#### **DISCLAIMER**

This notice is a summary only (errors and omissions excepted) and does not purport to be a copy of the insurance underwriters' policy or other documents. In case of any discrepancy, the underwriters' documents will prevail.

#### **NEW POLICIES**

Notwithstanding the above, you may not be insured if you do not submit the relevant Proposal within 30 days from commencement of the risk unless an extension of time has been agreed with us in writing.

#### **PRIVACY ACT**

The Privacy Act 1988 and Amendment Act 2000 require us to inform you that we collect, use and disclose your personal information. A copy of our Privacy Policy is available at [www.pscconnect.com.au/privacy/](http://www.pscconnect.com.au/privacy/) and upon request.

#### **PREMIUM FUNDING WARNING**

Premium funding allows you to spread out the cash flow associated with paying your insurance premiums over the next twelve months. We receive a commission from the funder for arranging the funding contract, full details are available on request.

Please note that should the insurance policy be cancelled before the expiry date for whatever reason, the Premium Funder will charge you the full interest applicable to the contract, as detailed in the Loan Application Form. Typically there will be no refund of our commission on the refund premium and no refund of any fee we may have charged you for arranging the cover. We also reserve the right to charge you a policy cancellation handling fee. In some cases insurers also apply minimum premiums to policies, which may further reduce the refund that you might otherwise receive.

The impact of the above on you is that any refund you receive for the mid term cancellation of your policy will usually be significantly less than a pro rata calculation would produce and in extreme cases may involve you having to make an additional final payment even though the policy has been cancelled. Therefore prior to cancelling a policy and replacing it with another cover we strongly recommend that you discuss your situation with us so that we can advise the exact extent and impact of the early cancellation provisions mentioned above."

#### **RIGHTS OF RECOVERY AGAINST OTHERS**

It is a condition of a Contract of Insurance that you may not forego any right of recovery that may exist against another party without prior approval in writing being given by your insurer.

#### **SUBROGATION**

You are warned that should you become a party to any agreement that has the effect of excluding or limiting your insurer's ability to recover from a third party, your insurers may have the right to refuse to indemnify you for such loss where it is shown that your insurer's rights of recovery have been prejudiced by your action.

#### **TERMS OF TRADE**

Payment of this account constitutes your acknowledgement and acceptance of these conditions and authorises us to act as your insurance brokers for the risks outlined on the face hereof and no others unless specifically agreed by us in writing.

#### **THIRD PARTY INTERESTS**

Insurance policies provide cover for those with an interest in the property insured and may not cover the interest of any third parties unless you have informed us of them in writing and they are noted on the policy.

#### **UNDERWRITING AGENTS AND WHOLESALE BROKERS**

In some cases we access insurance products via Underwriting Agents and Wholesale brokers rather than directly with the insurer. In such cases should you wish to access the Financial Services Guide of the Underwriting Agency or Wholesale Broker please contact us and we will arrange to have a copy sent out to you.

#### **UTMOST GOOD FAITH**

Every contract of insurance is subject to the doctrine of utmost good faith which requires that the parties to the contract should act toward each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by Insurers.