

# WSC Insurance Brokers Pty Ltd

ABN 31 002 507 637

ACN 002 507 637

AFS Licence # 238854

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## CERTIFICATE OF INSURANCE

**From:** Nancy O'Brien

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

Matthew Vasilescu T/as Matthew Vasilescu  
Photography  
2/19-23 Durbar Ave  
KIRRAWEE NSW 2232

**Date:** 14/12/2016

**Our Reference:** VASILESCU

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**Class of Policy:** Zurich Public Liability Scheme  
**Insurer:** Zurich Australia Insurance Limited  
5 Blue North Sydney NSW 2060  
ABN: 13 000 296 640  
**The Insured:** Matthew Vasilescu T/as Matthew Vasilescu

**Policy No:** 78-NOV0001-LIA-311  
**Invoice No:** 60172  
**Period of Cover:**  
From 30/11/2016  
to 30/11/2017 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.

Signature: Nancy O'Brien

On behalf of: **WSC Insurance Brokers Pty Ltd**

## Schedule of Insurance

<b>Class of Policy:</b> Zurich Public Liability Scheme	<b>Policy No:</b> 78-NOV0001-LIA-311
<b>The Insured:</b> Matthew Vasilescu T/as Matthew Vasilescu	<b>Invoice No:</b> 60172
	<b>Our Ref:</b> VASILESCU

**Name of Insured:** Matthew Vasilescu T/as Matthew Vasilescu Photography

**Address:** 2/19-23 Durbar Ave  
KIRRAWEE NSW 2232

**Class of Insurance:** Zurich Steadfast General and Products Liability

**Business Type :** Commercial photography services  
Studio photography services including Portrait Photography  
Street photography service  
Videography (excluding Motion Picture Production)

**Geographical Limits:** As described in clause 1.10 of this policy

**Limit(s) of Liability:**

- General Liability \$10,000,000 in respect of any one claim or series of claims arising out of any one Occurrence.
- Products Liability \$10,000,000 in respect of any one claim or series of claims arising out of any one Occurrence and in the aggregate during any one Period of Insurance.

**Deductible:** You will be responsible to pay the first \$250 of each claim or series of claims in respect of Property Damage arising out of any one Occurrence.

**Adjustment clause:** This is a minimum and deposit premium. In the event of cancellation for any reason the insured will not be entitled to any refund.

**Conditions:** Standard Zurich Steadfast General and Products Liability Policy (PCUS-008172-2013). The Claims Condition, General Conditions, Exclusions, Definitions and Limits of Liability specified in the named policy apply, except to the extent it is hereby modified by the following endorsement(s), which are shown in full on the Endorsements Schedule.

**Endorsements:**

**Molestation Exclusion -** The cover provided by the General and Products Liability Policy is limited by the following endorsement.

We do not cover and liability in respect of Personal Injury directly or indirectly caused by or arising out of or consequent upon or contributed to or in connection with the molestation and/or assault of any person.

**Total Defamation, Libel,** The cover provided by the General and Products Liability Policy is limited by the

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**Slander Exclusion -** following endorsement.

- (a) Clause 1.18.4 is deleted in full under the Definition of Personal Injury;
- (b) Exclusion 3.8 is deleted in full and replaced as follows;

We do not cover liability in respect of Personal Injury that involves libel, slander or defamation of character.

**Total Professional Liability Exclusion -**

The cover provided by the General and Products Liability Policy is limited by the following endorsement. Exclusion 3.5 'Breach of Professional Duty' is hereby deleted and replaced by:

We do not cover any liability of whatsoever nature in connection with, directly or indirectly caused by or contributed to by or arising from the rendering of or failure to render professional advice or service by the Insured.

#### **Binder Authority:**

Professional Photographers Insurance Brokers (PPIB) as a division of WSC Insurance Brokers (ABN 31 002 507 637, AFSL 238854) acts under a binding authority given to it by the Insurer to administer and issue policies, alterations and renewals, and acts on behalf of the insurer and as agent of the insurer, not as your agent.

#### **Changes and Developments:**

Your Insurance Programme has been prepared based on known information we have gathered from you and relating to your business and its activities.

Changes and developments may occur during the Policy period which could have a bearing on the adequacy or efficacy of your insurances.

If your business activities have changed or you are aware of any incident which may give rise to a claim WSC Insurance Brokers should be immediately notified to enable us to make the necessary steps to ensure you and your Business remain adequately protected.

#### **Duty Of Disclosure**

You have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably expected to know, is relevant to the Insurers decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, vary or reinstate a contract of general insurance.

Your duty, however, does not require disclosure of matters:

- that diminishes the risk to be assumed by the insurer
- that is of common knowledge
- that your insurer knows or, in the ordinary course of his business, ought to know

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**Class of Policy:** Zurich Public Liability Scheme  
**The Insured:** Matthew Vasilescu T/as Matthew Vasilescu

**Policy No:** 78-NOV0001-LIA-311  
**Invoice No:** 60172  
**Our Ref:** VASILESCU

- as to which compliance with your duty is waived by the insurer

Your duty of disclosure extends to not only answering the questions on the proposal form, but to all matters which are relevant to the risk, and you must notify the insurer of changes in the risk between the time of you answering the question on the proposal form and the date the contract of insurance is entered into.

### **ELECTRONIC DELIVERY OF DISCLOSURE NOTICES**

Where possible we prefer to provide all correspondence and disclosure notices (including Financial Services Guides and Product Disclosure Statements) to you electronically, via email or links to websites etc. If you have provided your email address to Us we will typically use that email address for all correspondence and disclosure notices. Should you not wish to be sent disclosure documents electronically please advise us and we will update our records accordingly.

FSG V16 attached