

Local Community Insurance Services

A Division of JLT Risk Solutions Pty Ltd (ABN 69 009 098 864)

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Tel 1300 853 800 Fax +61 (0)8) 235 6448 Email insurance@lcis.com.au

www.localcommunityinsurance.com.au

Sindhi Sangat Australia C/- Saeed Talpur 101A Amherst Road Canning Vale, WA 6155

15-12-2020

# Policy Schedule - Tax Invoice

YOUR SERVICE CONTACT NUMBER IS 1300 853 800.

Invoice #	119711	С	lient Ref	031932		
Our Ref	054212-3	Ρ	olicy No	ATA 172000PLB	Premium	\$881.48
Class	Annual Public & Products Liability				FSL/Levy	\$0.00
Insured	Sindhi Sangat Australia				Fee	\$110.00
Situation	Postcode: 6155, State: WA				GST	\$99.15
Insurer	QBE Insurance (Australia) Ltd				Stamp Duty	\$96.96
					<b>*</b> 4 407 50	
Inception	15-12-2020	То	15-12-2021	Renewal Policy	Total Paid	\$1,187.59
Payment Date	15-12-2020					

Insurance has been arranged subject to the policy terms and conditions. Please read the <u>important information</u> included with this invoice and ensure that you review your sums insured at least annually.



# **Important Information**

# DUTY OF DISCLOSURE

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. You have a duty to tell us anything that you know, or could reasonably be expected to know, may affect the insurer's decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

If we ask you questions that are relevant to the insurer's decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change. If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

You do not need to tell us anything that reduces the risk insured, is common knowledge, the insurer knows or should know as an insurer or the insurer waives your duty to tell them about.

#### If you do not tell us something

If you do not tell us anything you are required to, the insurer may cancel your contract or reduce the amount it will pay you if you make a claim, or both. If your failure to tell us is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

# CHANGE OF RISK OR CIRCUMSTANCES

Please tell us about any changes to your circumstances or business, such as any alteration of risk, location changes, new or changed business activities, as they could affect your insurances.

#### AVERAGE CLAUSE - UNDER INSURANCE

Home buildings and contents, fire, business interruption, industrial special risks and other policies often contain an average clause. This means that you should insure for full value which may be replacement, indemnity or market value depending on the type of insurance cover arranged. If you are under insured your claim may be reduced in proportion to the amount of under-insurance.

# UNREPORTED LOSSES

Please let us know whether there are any losses which have occurred that have not been reported to us/insurers, whether you intend making a claim or not.

#### **NEW CLAIMS**

Any quotation we have obtained on your behalf is based on the understanding that there will be no deterioration in the claims experience between the date insurers quoted their terms and the inception date of the cover. If claims do occur during this period, insurers have the right to revise the terms quoted or even withdraw their quotation.

#### HOLD HARMLESS AGREEMENTS, CONTRACTING OUT, REMOVAL OF SUBROGATION RIGHTS

You may prejudice your rights to a claim if, without prior agreement from your insurer, you make any agreement that could prevent the insurer from recovering the loss from a third party. These 'hold harmless' clauses are often found in leases, licences and contracts for maintenance, supply, construction and repair.

# **INSURING THE INTEREST OF OTHER PARTIES**

If you require the interest of another party to be covered by the policy, you MUST request this. Most policies will attempt to exclude indemnity to other parties (e.g. mortgagees, lessors, principals etc.) unless their interest is expressly noted on the policy.

#### SEVERAL LIABILITY

Where your policy cover is provided by more than one insurer it is important to note that each insurer is only responsible to the extent of their individual subscription and there is no obligation for that insurer to make up the shortfall of any other subscribing insurer in a claim or return premium payment.

#### **CONFIRMATION OF TRANSACTION**

You may contact us by telephone or in writing to confirm any transaction under your policy, such as renewals and endorsements. If necessary, we will obtain the information for you from the insurer.

#### COOLING OFF PERIOD FOR RETAIL CLIENTS

If you are a retail client as defined in the Corporations Act 2001 as amended (the 'Act'), you may be entitled to a minimum 14 day coolingoff period during which you may return the insurance policy and receive a refund of the insurance premium paid (less amounts lawfully deducted), subject to the requirements of the Act and the terms and conditions of your policy. This does not affect any other cancellation rights you may have under your policy. Please check your policy and schedule upon receipt to be sure you have the cover you require. If the cover does not meet your needs, please contact your JLT Risk Solutions Pty Ltd (JLT) adviser for advice as to your rights.

# **REMUNERATION AND OTHER INCOME**

Our principal remuneration for arranging insurance on your behalf is either by way of commission paid by the insurer and/or a fee including a service fee and an administration fee to be paid by you. In the event of a mid-term broker appointment, JLT reserves the right to retain all commission, fees and charges. **In addition to** the above JLT and its related entities may receive income from insurers as follows: interest earned on insurance monies passing through our bank accounts; profit commissions or profit shares paid by insurers on specific classes of business; administrative service fees or expense reimbursements for limited specific services we provide to insurers as part of the placing or claims process. We will disclose any potential conflict of interest not included above which may occur and affect our relationship.

#### **REFUND of PREMIUMS**

In the event of any refund of premium allowed for the cancellation or adjustment of this insurance policy, JLT reserves the right to retain all brokerage, fees and charges.



#### RECEIVING INFORMATION ABOUT OTHER PRODUCTS AND SERVICES

JLT may, from time to time, offer you information about products and services which may be of interest to you. Please notify us if you do not wish to receive such additional information.

#### **BINDING AUTHORITY**

This insurance is underwritten by Victor Insurance Pty Ltd (Victor Insurance) (formerly known as Key Underwriting Pty Ltd) under an authority to bind cover on behalf of the insurer. In underwriting this insurance, Victor Insurance may delegate authority to certain employees of JLT or Marsh Pty Ltd (Marsh). Victor Insurance and those employees of JLT/Marsh act as agents of the insurer and not as your agent. JLT, Marsh and Victor Insurance are related companies and Victor Insurance is an Authorised Representative (no. 000403803) of Marsh. Victor Insurance, JLT and Marsh are businesses of Marsh and McLennan Companies (MMC).

# PRIVACY POLICY

JLT is committed to the protection of your privacy and is bound by the Australian Privacy Principles for the handling of your information. JLT's Privacy Policy can be examined by accessing our website <u>https://www.jltpublicsector.com/</u> or by obtaining a copy from your JLT Client Risk Adviser or the JLT Privacy Officer (email: privacy.australia@marsh.com or on telephone number +61 2 8864 7688).

#### SERVICE DIFFICULTIES

We would like to know if you are not satisfied with our services. If you have any difficulties please contact your JLT adviser or our Complaints Manager. JLT subscribes to the Australian Financial Complaints Authority (AFCA) (1800 931 678), which is a free consumer service, and the Insurance Broker's Code of Practice. Additional information is available from your local JLT office.

#### FINANCIAL SERVICES GUIDE (FSG)

Please refer to the JLT FSG here for information on the services offered by us. It is designed to assist you in making a decision whether to use any of the services offered.

IF THERE IS ANY PART OF THE ABOVE THAT YOU DO NOT UNDERSTAND OR YOU REQUIRE FURTHER EXPLANATION, PLEASE CONTACT US IMMEDIATELY.



# PUBLIC & PRODUCTS LIABILITY INSURANCE - CERTIFICATE OF CURRENCY

LIMIT OF LIABILITY:	Public \$20,000,000 any one event Products \$20,000,000 in the aggregate any one year
NAME OF INSURED:	Sindhi Sangat Australia
INTERESTED PARTY:	
ABN DETAILS:	80 985 501 756
PERIOD OF COVER:	15-12-2020 to 15-12-2021
POLICY NO:	ATA 172000PLB
SITUATION:	Worldwide (excluding USA & Canada)
COVER:	Policy provides indemnity up to the limit of liability against all sums which the Insured becomes legally liable to pay by way of compensation in respect of bodily injury &/or property damage resulting from an occurrence happening in connection with The Business.
Excess:	\$100 (property damage claims only)
Special Conditions:	policy is extended to cover the following Sub Committees:- 1) Sindhi Sangat Australia NSW 2) Sindhi Sangat Australia VIC 3) Sindhi Sangat Australia QLD 4) Sindhi Sangat Australia ACT 5) Sindhi Sangat Australia SA 6) Sindhi Sangat Australia WA
	COVID-19 ENDORSEMENT Liability response to COVID-19 (Coronavirus) The outbreak of the COVID-19 (Coronavirus) pandemic has necessitated the implementation of an underwriting embargo for any Business Activities where the Insured is involved in health care, community services and education including but not limited to the below:
	<ul> <li>Respite care services where accommodation is provided.</li> <li>Shelters for homeless</li> <li>Family violence shelters</li> <li>Community housing</li> <li>Crises or emergency accommodation</li> <li>Half way houses</li> <li>Child day care</li> <li>Temporary shelter accommodation</li> <li>Home care services including meals on wheels.</li> </ul>
	We will not cover Personal Injury as a result of your reckless disregard of any guidelines, principles or instruction issued by the Australian Government, relevant State or Territory Government, the New Zealand Government or any other relevant Government jurisdiction you operate in, regarding any infectious or communicable disease, bacteria or virus.



# THIS POLICY DOES NOT COVER YOU AS ORGANISERS OF FETES, PARADES, MARCHES OR OTHER SPECIAL EVENTS WHERE A LARGE CONCENTRATION OF PEOPLE ARE EXPECTED.

# PLEASE REFER ACTIVITIES OF THIS NATURE TO LOCAL COMMUNITY INSURANCE SERVICES.

# **EXTENSIONS:**

- Liability of members included as volunteers of Insured
- Actions of coaches/instructors/trainers
- Car Parking Liability
- Joint Insured (also known as Cross Liability clause)
- Property in the physical or legal control of the Insured (Limit \$250,000 Excess \$100)

# ENDORSEMENTS: Refer section below ATTACHING TO AND FORMING PART OF POLICY ATA A172000 PLB

#### INSURER: QBE Insurance (Australia) Limited

POLICY BENEFITS: As Per Key Underwriting Broadform Liability Policy QM6195-0719. Subject to clauses noted in the LCIS Liability Endorsement Document and as per the policy wording

# ATTACHING TO AND FORMING PART OF POLICY AS ATA 172000 PLB

# ENDORSEMENTS:

#### LCIS01 DEFINITIONS

2.21. You, Your or Insured (c) is amended to read as follows:

Any director, executive officer, Employee, voluntary unpaid worker which includes committee members, office holders, managers of You but only while acting within the scope of their duties in such capacity.

# EXCLUSIONS:

# LCIS05 PARTICIPATION

Personal Injury of any person caused by or arising out of the participation of such person or his/her property in any game, match, race, practice, trial, or other sporting activity (including but not limited to swimming, gymnastics, health and fitness activities) but this exclusion does not apply to Personal

injury or Property Damage caused by or arising out of your negligence as a property owner or lessee or manager of the premises or facility.

# LCIS07 SEXUAL MOLESTATION

Any claims arising from, contributed to by or in connection with sexual and/or child assault, abuse, molestation or attempt thereat. Furthermore, We will not indemnify You for '1.3 Supplementary Payments.

# LCIS08 AMUSEMENTS

Any claims arising from, contributed by or in connection with:

- (a) Animal rides;
- (b) Amusement rides and/or devices of any description;
- (c) Inflatable recreational equipment.

# LCIS16 COUNCIL LIABILITY EXCLUSION

This Policy does not indemnify any council for their legal liability arising from the use, operation or provision of any council facilities provided for hire, use or operation by others or for any other business conducted by council in connection with such facilities.

# LCIS25 INFECTIOUS OR COMMUNICABLE DISEASE, BACTERIA AND VIRUS POLICY CONDITION

We will not cover Personal Injury as a result of your reckless disregard of any guidelines, principles or instruction issued by the Australian Government, relevant State or Territory Government, the New Zealand Government or any other relevant Government jurisdiction you operate in, regarding any Infectious or communicable disease, bacteria or virus.

# LCIS26 SANCTIONS LIMITATION AND EXCLUSION CLAUSE

The following amendment is made to the Policy: Exclusion 3.21 is deleted and replaced with the following: We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose Us to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.



The attached Tax Invoice confirms your coverage for a 12 month period unless otherwise specified.

This insurance is underwritten by Victor Insurance Pty Ltd (Victor Insurance) (formerly known as Key Underwriting Pty Ltd) under an authority to bind cover on behalf of the insurer. In underwriting this insurance, Victor Insurance may delegate authority to certain employees of JLT or Marsh Pty Ltd (Marsh). Victor Insurance and those employees of JLT/Marsh act as agents of the insurer and not as your agent. JLT, Marsh and Victor Insurance are related companies and Victor Insurance is an Authorised Representative (no. 000403803) of Marsh. Victor Insurance, JLT and Marsh are businesses of Marsh & McLennan Companies (MMC).

To enable us to ensure your interests remain fully protected we ask you to review the information shown on the invoice and contact our office should any amendments be required:

- Change of name and/or postal address
- Changes to your premises, business operations or activities\*
- Alterations to the Sum Insured Limits\*

Listed over the following pages is the range of insurance covers available through Local Community Insurance Services and some of the benefits provided.

This information is provided as a summary only, a full copy of the policy wordings and endorsements can be found on our website

www.localcommunityinsurance.com.au under the Insurance Covers tab

PLEASE NOTE THAT THIS POLICY DOES NOT COVER YOU FOR THE FOLLOWING INSURANCE:

- ASSOCIATIONS AND OFFICIALS INSURANCE

- VOLUNTEER PERSONAL ACCIDENT INSURANCE
- FIRE AND OTHER INSURED EVENTS INSURANCE
- BUSINESS INTERRUPTION INSURANCE
- BURGLARY/THEFT INSURANCE
- MONEY INSURANCE
- TRANSIT
- MACHINERY BREAKDOWN INSURANCE
- ELECTRONIC EQUIPMENT INSURANCE
- EMPLOYEE DISHONESTY INSURANCE
- GENERAL PROPERY INSURANCE
- TAX AUDIT INSURANCE
- STATUTORY LIABILITY INSURANCE
- MOTOR VEHICLE INSURANCE

Should you require details of cover and premium quotations for any risks noted above and currently uninsured please contact our office for assistance.

