



# Local Community Insurance Services

05-10-2022

ANBAALAYAM INCORPORATED  
C/- Ramesh Nadarajah  
11 Turquoise Street

Quakers Hills, NSW 2768

Local Community Insurance Services

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

Level 1/148 Frome Street  
ADELAIDE SA 5000  
PO Box 1693  
Adelaide SA 5000

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[www.localcommunityinsurance.com.au](http://www.localcommunityinsurance.com.au)

## Policy Schedule - Tax Invoice

**YOUR SERVICE CONTACT NUMBER IS 1300 853 800.**

<b>Invoice #</b>	150213	<b>Client Ref</b>	050267
<b>Our Ref</b>	076254-2	<b>Policy No</b>	LCI076254PLB
<b>Class</b>	Annual Public & Products Liability		
<b>Insured</b>	ANBAALAYAM INCORPORATED		
<b>Situation</b>	Postcode: 2000, State: NSW		
<b>Insurer</b>	QBE Insurance (Australia) Ltd		
<b>Inception</b>	05-11-2022	<b>To</b>	05-11-2023 Renewal Policy
<b>Payment Date</b>	05-10-2022		

<b>Premium</b>	\$566.48
<b>FSL/Levy</b>	\$0.00
<b>Fee</b>	\$110.00
<b>GST</b>	\$67.65
<b>Stamp Duty</b>	\$56.08
<b>Total Paid</b>	\$800.21

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



## Important Information

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### Your Insurance Contract

INSURANCE CONTRACTS ACT 1984 (CTH) DUTY OF UTMOST GOOD FAITH AND CONSUMER  
INSURANCE CONTRACTS – DUTY TO TAKE REASONABLE CARE AND OTHER INSURANCE  
CONTRACTS – DUTY OF DISCLOSURE

All insureds owe the insurer a duty of utmost good faith and integrity in all dealings with the insurer. It is a reciprocal duty that applies to the insurer as well as to you, preventing either party from doing anything which is unfair or unreasonable in contravention of the duty. If you fail to act in accordance with the duty of utmost good faith then to the extent permitted by law, the insurer may refuse your claim, cancel your policy, or both.

The Act provides an additional duty as follows:

- if your insurance policy is obtained wholly or predominantly for the personal, domestic or household purposes (e.g. personal accident, sickness, travel, medical indemnity, consumer credit, personal and domestic property, home or car insurance and life); or your insurer has opted in to the contract being a consumer insurance contract (in accordance with the relevant rules) then your duty is set out below in the following Consumer Insurance Contracts – Your Duty to Take Reasonable Care Not to Make a Misrepresentation to the Insurer notice; and
- in all other situations, your duty is set out below in the Duty of Disclosure - Other Insurance Contracts

### Consumer Insurance Contracts

Your Duty to Take Reasonable Care not to make a misrepresentation to the Insurer

#### What is the duty?

All persons who will be an insured covered by the insurance (referred to as you, your) have a legal duty to take reasonable care not to make a misrepresentation to the insurer.

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. For example, a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided.

The insurer will not treat something as a misrepresentation merely because you failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

#### Answering the insurer's and our Questions

Your answers to the insurer's and our questions help the insurer to decide whether to provide you with insurance and if so, on what terms. The duty must be complied with when answering them.

When answering the insurer's and our questions:

- you must take reasonable care to make sure your answers are true, honest, up to date and complete in all respects. You may breach the duty if you answer without any care as to its truth or



if you only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and

- if another person is answering for you, the insurer will treat their answers as yours. In such a case you should check the questions have been answered correctly on your behalf by them.

### **When does the duty apply until?**

This duty applies until the time the insurer agrees to issue you with insurance for the first time. It also applies where you are applying to renew, extend, vary or reinstate your insurance, up until the time the insurer agrees to this.

If you have made a statement and this changes before the end of the above relevant time you must tell us about this change before the time ends.

### **What happens if you breach the duty?**

If you do not meet the duty, to the extent permitted by law, the insurer may reject or not fully, or only partly pay your claim. The insurer may also, or as an alternative, cancel your insurance or if the misrepresentation was fraudulent, treat it as if it never existed.

A misrepresentation made knowingly by you without belief in its truth or recklessly without caring whether it is true or false can be fraudulent.

### **How is it determined if there has been a breach of your duty?**

A breach is determined having regard to all relevant circumstances.

Without limiting the above, the following matters may be taken into account in determining whether you have taken reasonable care not to make a misrepresentation:

- the type of this consumer insurance contract and its target market;
- explanatory material or publicity produced or authorised by the insurer e.g. advertising material;
- how clear, and how specific, were any questions asked by the insurer;
- how clearly the insurer communicated to you the importance of answering those questions and the possible consequences of failing to do so;
- whether or not an agent was acting for you; and
- whether the contract was a new contract or was being renewed, extended, varied or reinstated.

The insurer must also take account of any particular characteristics or circumstances about you which it was aware of, or ought reasonably to have been aware of.

### **DUTY OF DISCLOSURE – OTHER CONTRACTS**

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.

### **DUTY OF DISCLOSURE - SUBSIDIARY AND ASSOCIATED COMPANIES**

Cover which is arranged for subsidiary and/or associated companies in addition to named insureds.

If you enter into a contract of insurance on behalf of any subsidiary and/or related company of the named insured, that subsidiary and/or related company has the same duty of disclosure as the named insured.

We recommend that you ensure that each subsidiary and/or related company is made aware of the duty of disclosure and given an opportunity to make any necessary disclosures.

### **ESSENTIAL READING OF POLICY WORDING**

We will provide you with a full copy of your policy as soon as it is received from the insurer.

It is essential that you read this document without delay and advise us in writing of any aspects which are not clear or where the cover does not meet with your requirements.

### **CHANGE OF RISK OR CIRCUMSTANCES**

It is vital that you advise the insurer of any changes to your company's usual business. For example, insurers must be advised of any

- mergers or acquisitions,
- changes in occupation or location,
- new products or services, or
- new overseas activities.

**Please contact us if you are in doubt as to whether to notify your insurer of a change in business operations.**

Your duty to disclose applies also when you amend, alter, vary or endorse a policy.

### **HOLD HARMLESS AGREEMENTS, CONTRACTING OUT, REMOVAL OF SUBROGATION OF 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 INTERESTS 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. This is not applicable to Professional Indemnity or Directors & Officers policies.

#### **TARGET MARKET DETERMINATION (TMD)**

If you are interested in the Target Market Determination for your retail policy(s) you can access this via our online portal which provides access to the insurer TMD by policy class at <https://www.marsh.com/au/target-market-determinations.html>

#### **GENERAL ADVICE WARNING**

It is important that you understand and are satisfied with the policies we arrange for you. Any recommendations we have made have been based on a consideration of the premium quoted and the scope of cover offered by an insurer. We can give you general information to help you decide but unless we have specified otherwise, we have not advised you on whether the terms are specifically appropriate for your individual objectives, financial situation or needs. We therefore recommend that you should carefully read the relevant Product Disclosure Statement and other information we provide before deciding.

#### **NSW STAMP DUTY EXEMPTION**

From 1 January 2018, some small businesses with an aggregated annual turnover of less than \$2 million may be exempt from NSW stamp duty on commercial motor vehicle, commercial aviation, occupational indemnity or public/product liability insurance policies. (\*aggregated turnover is your Australia wide annual turnover plus the annual turnover of any businesses that are your affiliates or are connected with you). To apply for an exemption or a refund please contact us for a copy of the 'NSW Insurance Duty - Small Business Exemption Declaration Form' if one has not been provided to you.

#### **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.

#### **NEW CLAIMS / UNREPORTED LOSSES**

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. 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.

#### **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.



### **BINDING AUTHORITY**

This insurance is being effected under an authority to bind cover on behalf of the insurer and that in arranging this policy we are acting as agent for the insurer.

### **VICTOR INSURANCE PTY LTD**

Victor Insurance Pty Ltd (Victor) (formerly known as Key Underwriting Pty Ltd) is an underwriting agency and Authorised Representative (No. 403803) of Marsh Pty Ltd (ABN 86 004 651 512, AFS Licence No. 238083) (Marsh). Victor is a subsidiary of Marsh which is part of the Marsh McLennan Companies (MMC) group of companies.

This insurance is underwritten by Victor under an authority to bind cover on behalf of the insurer. In such capacity, they are acting solely as an agent of the applicable insurance company and are paid compensation by the insurance company for the services they perform as an underwriting manager. They receive commission paid to them by the insurer as a percentage of the insurance premium paid by you before stamp duty, fire services levy, GST and any other government charges, taxes, fees or levies. They will also receive from the insurer a share of the underwriting profits generated from the business introduced to the insurer. All commissions and fees include GST and are incorporated within the cost of the product.

### **RETROSPECTIVE COVER**

Some policies do not provide cover in respect of claims arising out of acts committed prior to any 'Retroactive Date' specified in the policy wording unless you specifically request and obtain this cover. An additional premium may apply to any extension to the retroactive date.

### **EVENTS OCCURRING PRIOR TO COMMENCEMENT**

Some policies provide cover on an 'occurrence' basis. Your attention is drawn to the fact that such policies do not provide indemnity in respect of events that occurred prior to commencement of the contract.

### **NOT A RENEWABLE CONTRACT**

Where all or part of this policy provides cover on a claims made basis, this policy or part of the policy will terminate on the date indicated. We emphasise that such a policy is not a renewable contract. If you require similar insurance for any subsequent period, you will need to complete a new proposal so that terms of insurance and quotation(s) can be prepared for your consideration prior to the termination of the current policy.

### **REFUND OF PREMIUMS**

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

### **PRIVACY POLICY**

We value your privacy and are committed to handling your personal information in accordance with the Australian Privacy Principles and Privacy Act. Full details of how we collect, hold, use and disclose personal information is detailed in our [Privacy Policy](https://www.marsh.com/au/privacy-policy.html) available online @ <https://www.marsh.com/au/privacy-policy.html>. Contact your adviser if you require a copy, or email [privacy.australia@marsh.com](mailto:privacy.australia@marsh.com).

### **RECEIVING INFORMATION ABOUT OTHER PRODUCTS AND SERVICES**



## Local Community Insurance Services

We 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.

### **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, we reserve the right to retain all commission, fees and charges. In addition to the above we, or any company within the Marsh Group of Companies may receive income from insurers including: 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.

### **FINANCIAL SERVICES GUIDE (FSG)**

For important information about us and the services we provide go to <https://www.marsh.com/au/financial-services-guide.html> to download the JLT Public Sector Financial Services Guide

You should read it carefully and make sure you understand it. If there is anything in the FSG that you do not understand, please contact us.

### **Complaints Procedures**

If you are dissatisfied with our service in any way, in the first instance, please contact the Adviser servicing your account or our Complaints Officer on 61 3 9603 2338 or email [complaints.australia@marsh.com](mailto:complaints.australia@marsh.com). A more detailed explanation of our Complaints Procedure can be found in our Financial Services Guide.

### **Commission**

The Premium shown on the tax invoice includes commission received from the insurer.

**IF YOU REQUIRE A FURTHER EXPLANATION FOR THE ABOVE INFORMATION, PLEASE CONTACT US IMMEDIATELY.**



**PUBLIC & PRODUCTS LIABILITY INSURANCE SCHEDULE**

LIMIT OF LIABILITY: Public \$20,000,000 any one event  
Products \$20,000,000 in the aggregate any one year

NAME OF INSURED: ANBAALAYAM INCORPORATED

INTERESTED PARTY: CANTERBURY BANKSTOWN COUNCIL AS LESSOR/LANDLORD

PRIMARY ACTIVITY: Fundraising for Community

ABN DETAILS: 75 447 837 660

PERIOD OF INSURANCE: From: 05-11-2022 4:00pm  
To: 05-11-2023 4:00pm  
Local Standard Time South Australia

POLICY NO: LCI076254PLB

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.

DEDUCTIBLE/EXCESS: The insured shall bear the first \$100 of each and every Property Damage claim or series of Property Damage claims arising out of any one Occurrence.

SPECIAL CONDITIONS:

OBJECTIVES AND ACTIVITIES DESCRIPTION: Some fundraising events to support educational & livelihood services

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**SPECIAL NOTE:**

THIS POLICY DOES NOT COVER FAIRS, FESTIVALS, FETES, PARADES, MARCHES OR OTHER SPECIAL EVENTS THAT YOUR GROUP ORGANISE WHERE MORE THAN 500 PEOPLE ARE EXPECTED.

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

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INSURER: QBE Insurance (Australia) Limited

POLICY WORDING: Victor Insurance Broadform Liability Policy QM6195-1120 and subject to the Endorsements and Exclusions noted on the schedule below.





**THE FOLLOWING ENDORSEMENTS AND EXCLUSIONS ATTACH TO, AND FORM PART OF THE VICTOR INSURANCE BROADFORM LIABILITY POLICY WORDING QM6195-1120**

**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.

**LCIS32 Total Listed Human Disease Exclusion**

We shall not be liable to indemnify You for Your legal liability or any other benefit, cost or expense arising directly or indirectly out of, contributed to by, resulting from or in connection with any listed human disease determined under section 42 of the Biosecurity Act 2015 (Cth) or any Subsequent Legislation.

For the purposes of this exclusion "Subsequent Legislation" means:

1. an act or regulation as amended, replaced or re-enacted;
2. where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or part

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



# Local Community Insurance Services

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).

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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\*

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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](http://www.localcommunityinsurance.com.au) under the Insurance Covers tab

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

- ASSOCIATIONS LIABILITY
- VOLUNTEER PERSONAL ACCIDENT INSURANCE
- FIRE AND OTHER INSURED EVENTS INSURANCE
- BUSINESS INTERRUPTION INSURANCE
- BURGLARY/THEFT INSURANCE
- MONEY INSURANCE
- TRANSIT INSURANCE
- MACHINERY BREAKDOWN INSURANCE
- ELECTRONIC EQUIPMENT INSURANCE
- EMPLOYEE DISHONESTY INSURANCE
- GENERAL PROPERTY 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.