



# Local Community Insurance Services

30-07-2020

Charity Australia International Pty Ltd  
C/- Wajahat Rana  
7 Plunkett Cres  
Mount Druid, NSW 2770

A division of  
**Jardine Lloyd Thompson Pty Ltd**  
ABN 69 009 098 864

LCIS is managed by JLT Public Sector which  
is part of the Marsh group of companies

Level 1  
148 Frome Street  
ADELAIDE SA 5000  
PO Box 1693  
Adelaide SA 5001

Tel 1300 853 800  
Fax +61 (0)8 8235 6448  
Direct 1300 853 800

insurance@lcis.com.au  
www.localcommunityinsurance.com.au

## Policy Schedule - Tax Invoice

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

|                     |   |                   |                           |
|---------------------|---|-------------------|---------------------------|
| <b>Invoice #</b>    | 115074                                  | <b>Client Ref</b> | 003221                    |
| <b>Our Ref</b>      | 005377-13                               | <b>Policy No</b>  | ATA 172000PLB             |
| <b>Class</b>        | Annual Public & Products Liability      |                   |                           |
| <b>Insured</b>      | Charity Australia International Pty Ltd |                   |                           |
| <b>Situation</b>    | Postcode: 2761, State: NSW              |                   |                           |
| <b>Insurer</b>      | QBE Insurance (Australia) Ltd           |                   |                           |
| <b>Inception</b>    | 30-07-2020                              | <b>To</b>         | 30-07-2021 Renewal Policy |
| <b>Payment Date</b> | 30-07-2020                              |                   |                           |

|                   |            |
|-------------------|------------|
| <b>Premium</b>    | \$1,215.24 |
| <b>FSL/Levy</b>   | \$0.00     |
| <b>Fee</b>        | \$110.00   |
| <b>GST</b>        | \$132.52   |
| <b>Stamp Duty</b> | \$120.31   |
| <b>Total Paid</b> | \$1,578.07 |

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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### 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; or
- is common knowledge; or
- 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 under insurance.

### UNREPORTED LOSSES

Please let us know whether there are any losses which have occurred that have not been reported to us/the Scheme/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 (or change in the underwriting information) between the date insurers quote 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 LIABILITIES

Where your 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 insurance policies, 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 cooling-off 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 Public Sector account executive 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 Public Sector reserves the right to retain all commission, fees and charges. **In addition to** the above JLT Public Sector 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.

A percentage of the income received by JLT Public Sector is paid to Local Government Association – LCIS for its role in referral, distribution or promotion.

#### **REFUND PREMIUMS OR CONTRIBUTIONS**

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

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

JLT Public Sector 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 Key Underwriting Pty Ltd (KEY) under an authority to bind cover on behalf of the insurer. In underwriting this insurance, KEY may delegate authority to certain employees of JLT Public Sector. KEY and those employees of JLT Public Sector act as agents of the insurer and not as your agent. JLT Public Sector and KEY are related companies and KEY is an Authorised Representative (no. 403803) of JLT Public Sector.

#### **PRIVACY POLICY**

We value the privacy of your personal information and we are committed to handling your personal information in a responsible way in accordance with the *Privacy Act 1988* (Cth) (the Act) and the Australian Privacy Principles (APPs) as contained within the Act. Our Privacy Policy can be examined by accessing our website or by obtaining a copy from our Privacy Officer on telephone number (02) 8864 7688, email [privacy.australia@marsh.com](mailto:privacy.australia@marsh.com) or post PO Box H176 Australia Square NSW 1215.

#### **SERVICE DIFFICULTIES**

We would like to know if you are not satisfied with our services. If you have any difficulties please contact your JLT Public Sector adviser or our Complaints Manager. We subscribe to the Australian Financial Complaints Authority (AFCA) and the General Insurance Broker's Code of Practice. AFCA contact details are 1800 931 678, email [info@afca.org.au](mailto:info@afca.org.au), website [www.afca.org.au](http://www.afca.org.au).

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

Please refer to JLT Public Sector's FSG [here](#) for information on the services offered by JLT Public Sector. 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: Charity Australia International Pty Ltd

INTERESTED PARTY: Thanh-Huong Nguyen as Lessor  
Lessor/Landlord Endorsement  
'You, Your insured' at 2.21 under DEFINITIONS is amended to include an additional  
paragraph:

(h) Thanh-Huong Nguyen as Lessor/Landlord in respect of their liability arising from the activities under a lease or permit to occupy premises or land, but subject always to the extent of coverage and the limit of liability provided by this policy. Indemnity will not be provided however where any claim arises from the negligence of the Lessor/Landlord.

ABN DETAILS: 66 117 071 333

PERIOD OF COVER: 30-07-2020 to 30-07-2021

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)

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**SPECIAL NOTE:**

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.

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**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:

### LCIS02 AMENDMENT TO PROFESSIONAL LIABILITY EXCLUSION

#### 3. EXCLUSIONS at 3.15 Professional Liability

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Exclusion 3.15. Professional Liability amended to read as follows:

Liability to pay Compensation for the rendering of or failure to render professional advice or service by You or any related error or omission connected therewith, but this Exclusion does not apply to:

- (a) Personal Injury or Property Damage arising from such rendering or failure to render professional advice or service, providing such professional advice or service is not given for a fee;
- (b) Personal Injury and/or Property Damage arising from the rendering or failure to render professional medical advice by Medical Persons employed by You to provide first aid and other medical services on Your premises;
- (c) Personal Injury or Property Damage arising from the structural installation of art works.

### LCIS03 PROFESSIONAL LIABILITY EXCLUSION AMENDMENT – COACHES, INSTRUCTORS, TRAINERS

Exclusion 3.15. Professional Liability amended to read as follows:

Liability to pay Compensation for the rendering of or failure to render professional advice or service by You or any related error or omission connected therewith, but this Exclusion does not apply to:

- (a) Personal Injury or Property Damage arising from such rendering or failure to render professional advice or service, providing such professional advice or service is not given for a fee;
- (b) Personal Injury and/or Property Damage arising from the rendering or failure to render professional medical advice by Medical Persons employed by You to provide first aid and other medical services on Your premises;
- (c) Personal Injury or Property Damage arising from the actions of a coach, instructor, or trainer provided that any coach, instructor or trainer is:
  - (i) not qualified or employed to provide professional sporting advice or services including receiving a fee to provide professional sporting advice or services; or
  - (ii) a member of a professional association for coaching, instructing or training of any sporting or physical activity.

### LCIS04 PROFESSIONAL LIABILITY (TOTAL) EXCLUSION

The following amendments are made to the Policy:

'Professional Liability' Exclusion 3.15 is deleted and replaced with:

Liability to pay Compensation for the rendering of or failure to render professional advice or service by you or on your behalf or any related error or omission connected therewith.

### 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.



LCIS06 PARTICIPANTS (SPORT, GAME OR AMUSEMENT) EXCLUSION

The following additional Exclusion is added to the Policy:

This Policy does not cover liability arising out of the participation of any person in any sport, game, or amusement involving bodily contact with persons, machines or devices.

LCIS07 SEXUAL MOLESTATION

Any claims arising from, contributed to by or in connection with sexual and/or child assault, abuse, molestation or attempt thereof. 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.

LCIS09 PRODUCTS LIABILITY – CHILDREN'S TOYS / SECOND HAND ELECTRICAL ITEMS & TOOLS

Property Damage or Personal Injury caused directly or indirectly by the manufacture, sale or supply of children's toys and second hand electrical items / tools.

LCIS10 SECURITY PERSONNEL

Personal Injury or Property Damage arising directly or indirectly out of or caused by security personnel.

LCIS11 FIREWORKS AND/OR PYROTECHNICS

Personal Injury or Property Damage arising directly or indirectly out of or caused by fireworks and/or pyrotechnics.

LCIS12 ROCK AND/OR POP CONCERTS

Personal Injury and/or Property Damage of any person caused by or arising out rock and/or pop concerts.

LCIS13 STALLHOLDERS SPORTING ACTIVITIES

Personal Injury or Property Damage arising out of sporting activities and/or demonstrations conducted by stallholders.

LCIS14 APPLICABLE TO BUSKERS INSURED

Claims for Personal Injury or Property Damage arising from any participation by spectators.

LCIS15 BUSKERS

Claims for Personal Injury or Property Damage arising directly or indirectly from use of knives, swords (including theatrical knives and swords) or any activity involving the use of fire.

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.

LCIS17 DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING (DELWP) LIABILITY EXCLUSION

This Policy does not indemnify the Department of Environment, Land, Water and Planning (DELWP) for their legal liability arising from the use, operation or provision of any owned and/or controlled facilities provided for hire, use or operation by others or for any other business conducted by the Department of Environment, Land, Water and Planning (DELWP) in connection with such facilities.

LCIS18 PRODUCTS LIABILITY EXCLUSION

The following additional Exclusion is added to the Policy:

This Policy does not cover liability arising out of Your Products.

LCIS19 PRODUCTS LIABILITY EXCLUSION

The following additional Exclusion is added to the Policy:

This Policy does not cover liability arising out of Your Products.

However, this Exclusion does not apply to liability arising out of your office Products consisting of promotional items, office stationery and food and beverages provided to Your customers.

LCIS20 PERSONAL INJURY TO UMPIRES EXCLUSION

Any claim arising from Personal Injury to any umpire engaged by or on behalf of any council and/or sporting association.

LCIS21 TREATMENT RISK EXCLUSION

Personal Injury arising directly or indirectly out of or caused by Your error, omission or act, in the treatment or nursing of a patient, or in the use of medical apparatus or equipment, or in the provision or administration of drugs or medication by or on behalf of You.

LCIS22 POLLUTION (TOTAL) EXCLUSION

The following amendment is made to the Policy:

Exclusion 3.12 is deleted and replaced with the following:

- (a) Personal Injury or Property Damage directly or indirectly caused by or arising out of the discharge, dispersal, release, seepage, migration or escape of Pollutants into or upon land, the atmosphere, or any water course or body of water.
- (b) any costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution.
- (c) the actual alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants caused by Your Product that has been discarded, dumped or abandoned by You or on Your behalf.

For the purposes of this Exclusion 'Pollutants' means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

LCIS23 PRINCIPALS ENDORSEMENT

The following is deemed to be an Insured under the 'Broadform Liability Policy' to the extent described in Definition 2.21 (d): \_\_\_\_\_

LCIS24 LESSOR/LANDLORD ENDORSEMENT

You, Your insured' at 2.21 under DEFINITIONS is amended to include an additional paragraph:

(h) xxxx Council

as Lessor/Landlord in respect of their liability arising from the activities under a lease or permit to occupy premises or land, but subject always to the extent of coverage and the limit of liability provided by this policy. Indemnity will not be provided however where any claim arises from the negligence of the Lessor/Landlord.

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.

BREACH OF CONDITIONS - SEVERABILITY

A breach of, or failure to observe and fulfil the terms and conditions of this policy by any party comprising the Insured shall not prejudice the rights of the remaining parties comprising the Insured.

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

This insurance is underwritten by Key Underwriting Pty Ltd ("KEY") under an authority to bind cover on behalf of QBE Insurance (Australia) Ltd ("QBE"). In underwriting this insurance, KEY may delegate authority to certain employees of JLT Public Sector. KEY and those employees of JLT Public Sector act as agents of QBE and not as your agent. JLT Public Sector and KEY are related companies and KEY is an Authorised Representative (no. 403803) of JLT Public Sector.

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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 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 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.





Local Community  
Insurance Services