



Local Community
Insurance Services

16-05-2024

Goolawah Cooperative Ltd
C/- Wayne Skinner
200 Illa Langi Road
Crescent Head, NSW 2440

Local Community Insurance Services
(LCIS) is a division of JLT Risk Solutions
Pty Ltd (ABN 69 009 098 864 AFSL 226827)
("JLT") and is a business of Marsh
McLennan.

Level 1, 148 Frome Street
ADELAIDE SA 5000
GPO Box 1693
ADELAIDE SA 5001

1300 853 800
insurance@lcis.com.au
localcommunityinsurance.com.au

Policy Schedule – Tax Invoice

YOUR SERVICE CONTACT NUMBER IS 1300 853 800.

Invoice #	173372	Client Ref	072253
Our Ref	101803-1	Policy No	LCI101803PLB
Class	Annual Public & Products Liability		
Insured	Goolawah Cooperative Ltd		
Situation	Postcode: 2440, State: NSW		
States of Operation	NSW (100%)		
Insurer	QBE Insurance (Australia) Ltd		
Inception	15-05-2024	To	15-05-2025 New Policy
Payment Date	16-05-2024		

Premium	\$600.41
FSL/Levy	\$0.00
Fee	\$110.00
GST	\$71.04
Stamp Duty	\$59.44
Total Paid	\$840.89

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.



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IMPORTANT INFORMATION

YOUR INSURANCE CONTRACT

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.



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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.



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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 happy 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.

AVERAGE/UNDER INSURANCE (BUSINESS INTERRUPTION)

Some policies contain an Average/Co-Insurance clause which is fully set out in the 'Basis of Cover' or 'Policy Specification' of the policy. For the types of cover usually provided, the Average/Co-Insurance calculation is arrived at by applying the Rate of Gross Profit, Revenue or Rentals (as applicable) to the Annual Turnover, Revenue or Rentals (as applicable). These factors first being appropriately adjusted as provided for in the 'Trend of Business' or 'Other Circumstances' clause. If you are in any doubt about the application of this clause to your policy, please contact us for assistance.



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AVERAGE/UNDER INSURANCE

Home buildings and contents, fire, 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 underinsured your claim may be reduced in proportion to the amount of under-insurance. A simple example, illustrating the basic principle, application and effect of the Average/Under Insurance Clause is as follows:

EXAMPLE	
• Full Value at commencement date	\$1,000,000
• Sum Insured at policy commencement date	\$700,000
700K/\$1M – insurer pays 70% of any insured loss & insured retains balance of 30%	
• Amount of Claim, say	\$100,000
• Amount payable by Insurers as a result of the application of Average/Co-Insurance (being 70% of \$100,000)	\$70,000

WORKERS COMPENSATION

If you have arranged a business package or composite type policy through us it will not include Workers' Compensation insurance. This must be arranged as a standalone contract as per the various State/Territory legislative requirements. It is compulsory for employers to have Workers' Compensation insurance in place to cover work related injuries to their employees and workers. You must also ensure your agents, employees and contractors meet all of these requirements. If you are in doubt regarding this notice, please contact us for assistance.

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.

CLAIMS MADE DURING THE PERIOD OF INSURANCE

Where all or part of this policy provides cover on a claims made basis, any claims first made against you and reported to the insurer during the period of insurance are covered irrespective of when the act causing the claim occurred, subject to the provisions of the Prior and Pending Litigation Date stated in the Schedule.

Please note the effect of Section 40(3) of the Insurance Contracts Act 1984. If you become aware of facts that may give rise to a claim, and you give written notice to the insurer of those facts as soon as possible (and before the policy period expires), then the insurer may not deny liability for that claim, when made, solely because it was made after the expiry of the policy period. For this reason, you must advise the insurer in writing of all incidents that may give rise to a claim against you without delay after such incidents come to your attention and prior to the policy's expiry date.

As such this policy will not provide indemnity for claims, or possible claims, notified after the policy expires.

BINDING AUTHORITY

This insurance is issued by JLT Risk Solutions Pty Ltd (ABN 69 009 098 864, AFSL 226 827) ('JLT') under an authority to bind cover on behalf of the insurer, QBE Insurance (Australia) Limited ('QBE'). In issuing and underwriting this insurance, JLT act as agents of QBE and not as your agent. JLT is a business of Marsh McLennan.



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If LCIS cannot issue insurance to you as an agent of QBE because the underwriting information you have provided to LCIS means that the insurable risk falls outside of LCIS's binding authority, LCIS can instead arrange your insurance on the open market as your agent. In this instance, LCIS will be acting in a dual capacity, as an agent for QBE in collecting the information and then as your agent in arranging the insurance. LCIS will also be acting in such a dual capacity in circumstances where you have obtained multiple insurance policies through LCIS, where some of those policies have been issued by LCIS as agent of QBE and others have been arranged by LCIS as your agent.

All insurance coverage is subject to the terms, conditions and exclusions of the applicable individual policies. JLT cannot provide any assurance that insurance can be obtained for any particular client or for any particular risk.

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. Contact your Adviser if you require a copy, or email privacy.australia@marsh.com.

RECEIVING INFORMATION ABOUT OTHER PRODUCTS AND 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 information about the services offered and to assist you in making a decision whether to use any of our services go to <https://www.jltpublicsector.com/financial-services-guide.html> to download the JLT Public Sector Financial Services Guide.

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. 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 ANY THE ABOVE INFORMATION, PLEASE CONTACT US IMMEDIATELY.



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PUBLIC & PRODUCTS LIABILITY INSURANCE SCHEDULE

NAME OF INSURED:	Goolawah Cooperative Ltd
INTERESTED PARTY:	
ABN DETAILS:	28 215 768 026
PRIMARY ACTIVITY:	Community Association
TURNOVER	\$100,000.00
PERIOD OF INSURANCE:	From 4.00pm (LST) on the 15-05-2024 To 4.00pm (LST) on the 15-05-2025
POLICY NO:	LCI101803PLB
SITUATION:	Anywhere in the world subject to the Territorial Limits Exclusion.
STATES OF OPERATION:	NSW (100%)
LIMITS OF LIABILITY:	<p>Public Liability: The maximum Limit of Liability is \$10,000,000 any one Occurrence.</p> <p>Product Liability: The maximum Limit of Liability is \$10,000,000 any one Occurrence and in the aggregate for all Occurrences during any one Period of Insurance.</p> <p>Both limits are exclusive of Supplementary Payments as defined in the policy wording.</p>
SUB-LIMIT OF LIABILITY:	Property in physical or legal control: \$250,000 any one Occurrence.
DEDUCTIBLE/EXCESS:	\$500 each and every claim or series of claims arising out of one Occurrence (inclusive of all defence cost and supplementary costs).
SPECIAL CONDITIONS:	
BUSINESS ACTIVITIES DESCRIPTION:	<p>To maintain land to accommodate low-cost rural housing for members is a primary activity of the co-operative; The objects of the co-operative shall be:</p> <ol style="list-style-type: none">To share rural land for the purpose of low-cost residential housing.To provide a setting where rural re-settlement in hamlets and village clusters can evolve.To preserve and protect flora and fauna on land acquired.To promote the development of a community of artists, musicians, artisans, and craftspeople.



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- e. To promote the principles and methods of permaculture and self-sufficiency.



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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.

INSURER: QBE Insurance (Australia) Limited

POLICY WORDING: As per QBE General Public and Product Liability Insurance QM8341-0922 Policy Wording and subject to the Endorsements and Exclusions noted on the schedule.



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THE FOLLOWING ENDORSEMENTS AND EXCLUSIONS ATTACH TO, AND FORM PART OF THE QBE GENERAL PUBLIC AND PRODUCT LIABILITY INSURANCE POLICY WORDING QM8341-0922:

LCIS01 DEFINITIONS

The following amendment is made to section '5. Definitions' of the Policy:

5.20 You, Your, Insured (a) is deleted and replaced with the following:

(a) any director, executive officer, Employees, voluntary unpaid worker which includes committee members, office holders, and managers of You, while acting within the scope of their duties.

LCIS03 PROFESSIONAL LIABILITY EXCLUSION AMENDMENT – COACHES, INSTRUCTORS, TRAINERS AND UMPIRES

The following amendment is made to section '2. What you're not covered for' of the Policy: 2.16 Professional liability is deleted and replaced with the following:

We don't cover your liability to pay Compensation for the rendering of or failure to render professional advice or service by you or any related error or omission, 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) medical advice by medical persons who are employed to provide medical services including first aid as long as you are not in the business of providing medical services;
- (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, training or umpiring of any sporting or physical activity.

LCIS06 PARTICIPANTS IN SPORT, GAME OR AMUSEMENT EXCLUSION

The following additional Exclusion is added to section '2. What you're not covered for' of the Policy:

We don't cover your liability for or arising out of the participation of any person in any sport, game, or amusement involving bodily contact with persons, machines or devices.

LCIS08 AMUSEMENTS EXCLUSION

The following additional Exclusion is added to section '2. What you're not covered for' of the Policy:

We don't cover 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

The following additional Exclusion is added to section '2. What you're not covered for' of the Policy:

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

LCIS20 PERSONAL INJURY TO UMPIRES EXCLUSION

The following Exclusion is added to section '2. What you're not covered for' of the Policy: We don't cover any claim arising from Personal Injury to any umpire engaged by or on behalf of any council and/or sporting association.



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LCIS31 FIREWORKS / PYROTECHNICS EXCLUSION

The Insurer shall not be liable in respect of Personal Injury or Property Damage arising from or contributed to by the use, handling, transportation or storage of any fireworks or pyrotechnic or incendiary device. But this Exclusion does not apply to the Insured's own liability for any act or omission of any contractor or subcontractor provided that prior to the Insured incurring liability such contractor or subcontractor shall have produced evidence of public and products liability insurance covering such liability for a minimum limit of indemnity of \$5,000,000.

LCIS32 TOTAL LISTED HUMAN DISEASE EXCLUSION

The following exclusion is added to the policy:

We don't cover 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:

- an act or regulation as amended, replaced or re-enacted;
- 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 in part.

LCIS33 PROPERTY IN CUSTODY OR CONTROL (AMENDED SUB LIMIT)

The following amendment is made to section '2. What you're not covered for' of the Policy:

'2.17 (f). 'Property in custody or control' is deleted and replaced with the following:

other property temporarily in your physical or legal control, but we won't cover physical damage or destruction of any property you have been working on and our limit under this exclusion 2.17 (f) does not exceed \$250,000 for any one Occurrence and in the aggregate for any one Policy Period.



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The attached Tax Invoice confirms your coverage for a 12 month period unless otherwise specified. Local Community Insurance Services (LCIS) is a division of JLT Risk Solutions Pty Ltd (ABN 69 009 098 864 AFS Licence No: 226827) ("JLT") and is a business of Marsh McLennan. This insurance is issued by JLT Risk Solutions Pty Ltd (ABN 69 009 098 864, AFSL 226 827) ('JLT') under an authority to bind cover on behalf of the insurer, QBE Insurance (Australia) Limited ('QBE'). In issuing and underwriting this insurance, JLT act as agents of QBE and not as your agent.

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*

DO YOU HAVE ANY UNINSURED RISKS?

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 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.