



## LOCAL COMMUNITY INSURANCE SERVICES

06-02-2014

Oberon Tarana Heritage Railway Incorporated  
C/- Kylie Moorhead  
Oberon Tarana Heritage Railway Inc PO Box 299 ,  
Oberon NSW 2787

A division of  
**Jardine Lloyd Thompson Pty Ltd**  
ABN 69 009 098 864  
Lvl 1/148 Frome Street  
ADELAIDE SA 5000  
GPO Box 1693  
Adelaide SA 5001  
www.localcommunityinsurance.com.au  
Telephone 1300 853 800  
Facsimile (08) 8235 6448

### Certificate of Insurance - Tax Invoice

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

<b>Invoice #</b>	057659	<b>Client Ref</b>	018004
<b>Our Ref</b>	031322-2	<b>Policy No</b>	AT A175000 PAD
<b>Class</b>	Volunteer workers		
<b>Insured</b>	Oberon Tarana Heritage Railway Incorporated		
<b>Situation</b>	Postcode: 2787, State: NSW		
<b>Insurer</b>	QBE Insurance (Australia) Ltd		
<b>Inception</b>	15-02-2014 To 15-02-2015		Renewal Policy
<b>Payment Date</b>	06-02-2014		

<b>Premium</b>	\$385.00
<b>FSL/Levy</b>	\$0.00
<b>Fee</b>	\$90.50
<b>GST</b>	\$47.55
<b>Stamp Duty</b>	\$21.18
<b>Total Paid</b>	<b>\$544.23</b>

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.



## LOCAL COMMUNITY INSURANCE SERVICES

### IMPORTANT INFORMATION

#### BINDING AUTHORITY

Please note that 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.

#### DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an insurer, you have a duty under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. The same duty arises on renewal, extension, reinstatement - or variation of the policy. The disclosure required is especially important in matters relating to the physical risk, past claims, cancellation of insurance covers, the imposition of increased premiums, insolvency or criminal convictions. Disclosure is not limited to specific questions in a proposal or matters applying to the insured named in the policy but includes other relevant matters including past business or businesses or private insurances. If you breach the duty, even innocently, the insurer may be able to reduce its liability in respect of a claim or may cancel the contract. If the non-disclosure is fraudulent the insurer may also have the option of avoiding the policy from inception.

#### 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.

#### WARRANTIES

Where any insurance is subject to a Warranty, there must be strict compliance with the stipulation in the Warranty. Failure to comply with any Warranties may invalidate policy cover and lead to non-payment of claims, even though the breach may not have any bearing on a particular claim.

#### 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 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 Client Risk 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 the Jardine Lloyd Thompson Group 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 premium being 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.

#### PRIVACY POLICY

JLT is committed to the protection of your privacy and is bound by the National Privacy Principles for the handling of your information.

JLT's Privacy Policy can be examined by accessing our website (<http://www.jlta.com.au/>) or by obtaining a copy from your JLT Client Risk Adviser or the JLT Privacy Officer (at Jardine Lloyd Thompson Pty Ltd., 66 Clarence Street, Sydney, NSW, 2000: or on telephone number (02) 9290 8000).

#### SERVICE DIFFICULTIES

We would like to know if you are not satisfied with our services. If you have any difficulties please contact your JLT Client Risk Adviser or our Complaints Manager. JLT subscribes to the Financial Ombudsman Service Limited (1300 780 808), which is a free consumer service, and the General Insurance Broker's Code of Practice. Additional information is available from your local JLT office.

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



## LOCAL COMMUNITY INSURANCE SERVICES

### PERSONAL ACCIDENT INSURANCE (COMMITTEE MEMBERS/VOLUNTEER WORKERS) CERTIFICATE OF CURRENCY

Insured(s): Oberon Tarana Heritage Railway Incorporated

Period of Cover: 15-02-2014 To 15-02-2015

Policy No: AT A175000 PAD

Accident only death & capital benefits \$100,000

Weekly benefit payable for max 104 weeks \$750

#### Section D: Injury Assistance Benefit

- (i) Out of Pocket Expenses - Reimbursement of 100% of all non-medical related expenses incurred as a result of personal injury.
- (ii) Non-Medicare Medical Expenses Benefit - reimbursement of 100% of all non-medicare medical expenses incurred as a result of personal injury.

The maximum amount payable for Policy Extensions (i) and (ii) resulting from any one claim is \$10,000.

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PLEASE NOTE SECTION D (ii) IS ONLY PAYABLE AS PERMITTED UNDER THE RULES ATTACHING TO THE PRIVATE HEALTH INSURANCE ACT 2007.

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Geographical Limit: Anywhere in Australia

INT REF: (CLUB P/A 05 plus endorsements as detailed below)

#### Endorsements:

Accident & Health Insurance Policy - Voluntary Workers

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Definition "voluntary work" is amended to read as follows:

"Voluntary Work" - voluntary work performed on behalf of you and includes necessary direct travel to from and during such work and where the performance of voluntary work does not receive any remuneration. The reimbursement of reasonable expenses incurred whilst performing voluntary work does not constitute remuneration.

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#### Section A - Capital Benefits

What we will not pay

Additional dot point included

Notwithstanding the Capital Benefit amount shown on the Tax Invoice/Schedule where an insured person is over 85 years of age this Capital Benefit amount is reduced to \$10,000

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Section D - Injury Assistance Benefit is amended to read as follows:

**Delete the paragraph headed Injury assistance - injury**

**Delete the table headed Compensation Table – Injury Assistance Benefits**

#### OUT OF POCKET AND NON MEDICARE MEDICAL EXPENSES BENEFIT

**(APPLIES TO PERSONS ACTING IN A VOLUNTARY CAPACITY ONLY)**

Should an Insured Person suffer Injury We will reimburse 100% of Out of Pocket including Non - Medicare Medical Expenses incurred to a maximum of \$10,000.

Any payable condition claimed must occur within 12 months of the date of injury.



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This policy only pays non-medicare medical benefits as permitted by the *[Commonwealth] Private Health Insurance Act 2007 and the Rules* attaching to the Act.

“Non Medicare Medical Expenses” means expenses paid by an Insured Person occurring within twelve (12) calendar months of the date a claim is accepted for:

Relevant Health Services as defined under the *Private Health Insurance Act Rules at Part 4; section 13(2)* .

“Out of Pocket Expenses” are defined as: All costs incurred by an insured person following personal injury which are not recoverable from any other source including but not limited to Non Medicare Costs, Non Medical Costs, Home Help, Travelling Costs and the like.

In the event of an Insured Person becoming entitled to a refund for all or part of such expenses from any other source We will only be liable for the excess of the amount recoverable from such other source.

We shall not be liable for any payment in respect of the rendering of a professional service for which Medicare benefit is, or would be payable in accordance with the *Health Insurance Act* .

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### **When you are not covered/General conditions**

Additional Exclusions applying to this policy

Delete: in point 7

We will not pay for any claim under any section of the Policy if:

- The Insured Person is over 80 years of age.
- The Insured Person is under 12 years of age.

Replaced by:

We will not pay for any claim under Section B of the policy if:

- the Insured Person is over 85 years of age.

### **CLUBS & COMMUNITY GROUPS INSURANCE SCHEME**

#### **ADDITIONAL INSURANCES AVAILABLE**

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

Your insurance is placed with QBE Insurance (Australia) Ltd (QBE) through Thistle Underwriting Services Pty Ltd, under an authority to bind cover on behalf of QBE as its agent Thistle Underwriting Services Pty Ltd is an authorised representative of JLT and a wholly owned subsidiary of JLT and also receives brokerage on the transaction.

In addition to the above the Jardine Lloyd Thompson Group may receive income from QBE 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. These commissions are payable under our agreement with the insurer.

To enable our office 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?**

#### **WHAT ARE THE LOCAL COMMUNITY INSURANCE SERVICES POLICIES AND BENEFITS?**

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.

**Listing these policies and benefits here does not mean that they are automatically in place. You need to consider if cover is**



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**required in these areas and if you have not taken out cover and wish to do so please contact us.**

### **INSURANCE COVER FOR ASSETS/PROPERTY OWNED BY YOUR GROUP:**

#### **\* FIRE AND OTHER INSURED EVENTS INSURANCE**

- Able to insure Buildings/Structures/Contents/Stock to the Sum Insured shown on the Schedule. This includes improvements such as cricket nets, sprinkler systems, fencing but you must tell us about them and have the improvements noted on the Schedule.

#### **Additional benefits when this section is insured**

- Accidental Damage (Limits : Buildings \$50,000/Contents \$25,000)
- Flood Cover to the limit of Sum Insured;
- Damage to Sporting Surfaces (where a Sum Insured is shown on schedule);
- Reinstatement and Replacement Conditions Apply;
- Employees, Committee Members, Office Holders, Managers, Coach or Trainer and Members Personal Property (Limit \$5,000 any one person)
- Landscaping (Limit \$10,000 any one loss)

#### **UNDER INSURANCE CONDITIONS COULD APPLY TO THIS POLICY SECTION**

What is the impact of the building Sum Insured remaining the same for some time?

To set out some guidelines on policy conditions and what should be included in any insured values:

Insured value should be replacement cost of building(s) constructed in same materials as already there.

It does not matter that it can be done differently in alternative materials, the standardised measure is replace the existing new for old.

So the starting point for determining a Sum Insured is to look at what the cost to rebuild the property would be using similar materials.

There are other expenses to be factored into the sum insured:

Cost of demolition and removal of debris if site has to be rebuilt totally. This should include allowance for jackhammering and removing footings.

Where this is an older building, rebuilding after a major loss may see the application of updated local planning rules which will impact any rebuild e.g. disabled access, showers and toilets which are not in the current structure and must be under revised code.

Fire sprinklers or mandated safety fit-out such as additional fire exits. Perhaps environmental improvements such as solar panels, water recycling, or other passive energy use design features are now required.

Cost of architects fees for plan/design submission to local authority/building development assessment panel, it is also likely that the building depending on size and use is going to require engineering specifications.

If the site is in a residential area noise and dust resulting from any repairs will have to be suppressed so the neighbouring properties are not inconvenienced. This may also impact on the value to be insured as it will impact on rebuild costs.

Finally if it is a cost of (say) \$1,000,000 to rebuild now what is the impact of inflation/building materials/labour cost rises in the coming 12 months? An allowance should be made for this.

If there has been no movement in the values of the property for 2 years or more it is likely under insured and in the event of a major loss you may not have adequate insurance cover to meet the loss.

A review of the building sum insured using the above as guidelines as a starting point should be considered.

Contents are also insured for replacement value and the sum insured must stay relevant to the cost of replacing items at a value of new for old items. We recommend you review the values for these assets at the same time you review your buildings.

#### **\* BUSINESS INTERRUPTION INSURANCE**

Loss of income or additional expenditure required resulting from damage or destruction of Your assets as shown on the Schedule

- 12 Month Indemnity Period

#### **UNDER INSURANCE CONDITIONS COULD APPLY TO THIS POLICY SECTION**

It is likely your turnover and ongoing expenses will vary year to year.

A review of the values insured and the Indemnity Period\* should be undertaken on a regular basis.

When setting insured values allowance should be made for any financial trends in the business.

\*Indemnity Period: the intention of this section is to provide you with a continuing income stream where the operations of your group are interrupted (either ceased or reduced) following a claim under FIRE AND OTHER INSURED EVENTS



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section. The policy will pay benefits up to the end of the indemnity period. When determining the length of the Indemnity Period you should consider the following factors:

- how long will take to remove debris from the site;
- how long will it take for engineers/architects to assess damage, draft specifications and plans;
- how long will it take for approval to be granted by the local authority/building development panel;
- tender period for builders to assess the specifications and respond;
- time frame to confirm builders and settle variations;
- how long will the build take once they start the job;
- once the property has been handed over to you how long will it be until you are back to pre-loss revenue.

### **\* BURGLARY/THEFT INSURANCE**

- Able to insure Contents/Stock to the Sum Insured shown on the Schedule

#### **Additional benefits when this section is insured**

- Employees, Committee Members, Office Holders, Managers, Coach or Trainer and Members Personal Property (Limit \$5,000 any one person). If there is other insurance in place on the lost property this must be claimed upon first
- Theft, fraud or dishonesty by employees (Limit \$2,500 in the period of insurance)
- Replacement cost of locks and keys following a burglary (Limit \$5,000);
- Temporary Protection to secure property after a loss (Limit \$5,000)
- Theft without forcible entry into your premises (Limit \$2,500 excluding stock)
- Damage to the building as a consequence of each theft or attempted theft (Limit \$5,000)
- Peak period increase. 50% increase in Stock Sum Insured during Peak Periods (60 days prior to Christmas Day to the 20th day following & 30 days prior to Easter Sunday to the 12th day following)
- Option to insure theft of property in the open air

### **\* MONEY INSURANCE**

- Able to insure Loss of Money to the Sum Insured shown on the Schedule and in connection with the activities of your group whilst
  1. In transit
  2. In the building during business hours
  3. In the building outside of business hours
  4. Whilst held in a safe in the building
  5. At you or your employee's residence

#### **Additional benefits when this section is insured**

- Fraud or dishonesty by employees (Limit \$2,500 in the period of insurance)
- Peak period increase. 50% increase in Stock Sum Insured during Peak Periods (60 days prior to Christmas Day to the 20th day following & 30 days prior to Easter Sunday to the 12th day following)

### **\* GLASS INSURANCE**

Covers breakage of fixed glass which is defined as a fracture extending the width of the glass

#### **Additional benefits when this section is insured**

- Temporary Shuttering, Ornamentation, Sign writing, Damage to Door/Window Frames, Damage to Property and Stock (Limit \$5,000 in total)

### **\* MACHINERY BREAKDOWN INSURANCE**

Covers costs incurred to repair machinery/electrical motors following breakdown

Also available is loss of refrigerated/frozen stock

Cover can be extended to include boilers, compressors, air receivers and other pressure vessels

### **\* ELECTRONIC EQUIPMENT INSURANCE**

Covers costs incurred to repair machinery/electrical controlled equipment/computers following breakdown

Also available is loss of refrigerated/frozen stock

Cover can be extended to include boilers, compressors, air receivers and other pressure vessels

### **\* EMPLOYEE DISHONESTY INSURANCE**

Covers loss of Money or contents cause by theft, fraud or dishonesty

Additional benefits when this section is insured

Definition extended to include loss caused by members and volunteers

### **\* GENERAL PROPERTY INSURANCE**



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Covers loss of assets away from the premises as described on the schedule from Fire, Lightning or Explosion, Theft from a locked vehicle, Collision or Overturning of the conveying vehicle

Option available to take Accidental Damage cover conditions

### **\* TAX AUDIT INSURANCE**

Covers fees of an accountant engaged by You in connection with an audit of the group pursuant to a Statutory Tax audit

### **\* STATUTORY LIABILITY INSURANCE**

Covers penalties resulting from a wrongful breach of any

- (a) Occupational Health & Safety legislation of the Commonwealth or States
- (b) Environmental legislation

### **\* MOTOR VEHICLE INSURANCE**

Cover available for damage to owned vehicles and third party property damage

Option to include volunteers loss of No Claim Bonus and payment of excess where they are using their own vehicle for your business

## **INSURANCE COVER FOR LEGAL LIABILITY WHICH YOUR GROUP MAY CAUSE:**

### **\* PUBLIC LIABILITY AND PRODUCTS LIABILITY INSURANCE**

Covers legal liability arising from your activities (what you do) and resulting in personal injury &/or property damage to another party

#### **Additional benefits when this policy is taken**

- Professional Liability coverage extended to apply to Coaches, Instructors and Trainers (whether paid or unpaid)
- Indemnity is provided for claims by participants where personal injury or property damage arises from Your negligence as owner, lessee, occupiers or managers of premises or facilities
- Cover for property in Custody or Control up to \$100,000 per Occurrence
- Cover for members acting as security personnel providing they are not licenced or required by law to hold a licence.

### **\* ASSOCIATION LIABILITY INSURANCE**

Covers officers, committee members, employees and members acting in a voluntary capacity on Your behalf for any actual or alleged mis-statement, misleading statement, negligent act or error, omission, breach of duty, or breach of Power of Authority

#### **Additional benefits when this policy is taken**

- Indemnity to heirs and estates
- Indemnity to Officers representing You on other clubs, associations or community groups
- Subject to payment of a premium equal to 50% of the current annual premium. Right of 12 months extension where renewal is not offered.

## **INSURANCE COVER FOR YOUR VOLUNTEERS:**

### **\* PERSONAL ACCIDENT (VOLUNTEER WORKERS) INSURANCE**

Covers volunteers who may be injured when working for you

#### **Additional benefits when this policy is taken**

- Includes cover for injury travelling directly to and from the voluntary work
- No exclusion from policy due to age however people over 85 years of age do have some restrictions on benefits
- Injury Assistance & Non Medicare Medical Expenses benefit - Maximum payable is \$10,000 per claim.
- 104 weeks benefit period

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

In accordance with our obligations under the Financial Services Reform Act 2001, we have attached a Financial Services Guide that explains the services we provide. It will assist you in determining whether to use any of these services.

### **General Advice Warning (GAW)**

We have provided you with General Advice and not Personal Advice about the insurance policy/ies. In doing so, we have not taken into consideration your specific objectives, financial situation or needs. Therefore, you should immediately review the advice together with your policy documentation to determine if they are appropriate to your personal circumstances and requirements.



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If we recommend that you acquire an insurance policy, or we offer to issue or arrange to issue you with an insurance policy, where required we may also provide you with a Product Disclosure Statement (PDS) and/or Policy wording containing information that will enable you to make an informed decision about the acquisition of that policy.

CERTIFICATE OF INSURANCE - TAX INVOICE CHECKED BY DIVISIONAL MANAGER