



## LOCAL COMMUNITY INSURANCE SERVICES

19-02-2013

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.**

Invoice #	049210	Client Ref	018004
Our Ref	031320-1	Policy No	AT A172000 PLB
Class	Public liability		
Insured	Oberon Tarana Heritage Railway Incorporated		
Situation	Postcode: 2787, State: NSW		
Insurer	QBE Insurance (Australia) Ltd		
Inception	15-02-2013 To 15-02-2014	Normal Policy	
Payment Date	19-02-2013		

<b>Premium</b>	\$885.25
<b>FSL/Levy</b>	\$0.00
<b>Fee</b>	\$82.50
<b>GST</b>	\$96.78
<b>Stamp Duty</b>	\$87.64
<b>Total Paid</b>	<b>\$1,152.16</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

### **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:	Oberon Tarana Heritage Railway Incorporated
Period of Cover:	15-02-2013 To 15-02-2014
Policy No:	AT A172000 PLB
Situation:	Worldwide (excluding USA & Canada)
Cover:	Policy provides indemnity up to the limit of liability against all sums which the Insured becomes legally liable to pay by way of compensation in respect of bodily injury &/or property damage resulting from an occurrence happening in connection with The Business.
Excess:	\$100 (property damage claims only)
Special Conditions:	

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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 - \$100,000 Excess \$100)

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

INSURER: QBE Insurance (Australia) Limited

POLICY BENEFITS: As Per JLT/QBE Broadform Liability Policy QM2441-1109 (as found on LCIS website page [http://www.localcommunityinsurance.com.au/coverage\\_pl.aspx](http://www.localcommunityinsurance.com.au/coverage_pl.aspx) )

#### **ATTACHING TO AND FORMING PART OF POLICY AT A172000 PLB**

#### **2. Definitions**

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1 Words with Special Meanings:

2.21 You, your, insured is amended at paragraph (c) to read as follows:

‘Any Director, Executive Officer, Employee, partner or shareholder, voluntary unpaid worker which includes Committee Members, Office Holders, Managers, Coaches or Trainers of You as designated in paragraph (a) but only whilst acting within the scope of their duties in such capacity’.



## LOCAL COMMUNITY INSURANCE SERVICES

### 3. EXCLUSIONS

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Exclusion 3.14. 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 coaches/instructors/trainers whether paid or unpaid.

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Exclusion 3.15. Property in Custody or Control amended by adding the following sub-paragraphs:

- (iv) any other property (not being a Vehicle or premises) under a lease or rental agreement in Your physical or legal control up to a limit of \$100,000 (or any other amount specified in the Policy Schedule) for any one Occurrence
- (v) other property temporarily in Your physical or legal control up to a limit of \$100,000 (or any other amount specified in the Policy Schedule) for any one Occurrence
- (vi) the property of employee, volunteer or member of You as defined in paragraph 2.21. You, Your, Insured

#### ADDITIONAL PARAGRAPHS TO POLICY SECTION 3. EXCLUSIONS

##### 3.20. Participation

Personal Injury or damage to property 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:

- (a) personal injury or damage to property caused by or arising out of your negligence as a property owner or lessee or occupier or manager of the premises or facility.

##### 3.21. Child molestation

The molestation or interference with a minor or minors by

- (a) You or any person comprising You
- (b) any of Your employees, or
- (c) any person performing any voluntary work on Your behalf

Further, we shall not have any duty to defend any action, suit or proceedings brought against You (or any other person or body corporate who might otherwise but for the provisions of this clause be entitled to indemnity under this policy) which either directly or vicariously seeks compensation in respect of such molestation or interference as above or from any personal injury resultant therefrom.

##### 3.22 Amusements

Will not provide cover in respect of claims arising from:

- Children's Rides, Animal Rides;
- Amusement Rides and Devices;
- Inflatable Recreational Equipment

##### 3.23 Security Personnel

Personal injury or property damage arising directly or indirectly out of or caused by licenced security personnel.



## LOCAL COMMUNITY INSURANCE SERVICES

### CLUBS & COMMUNITY GROUPS INSURANCE SCHEME

#### ADDITIONAL INSURANCES AVAILABLE & ADDITIONAL POLICY BENEFITS

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

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\*

We detail below are insurance covers available through the Clubs and Community Groups Insurance Scheme and some of the benefits provided in addition to the standard coverage:

The following types of insurance may not have been purchased by you through Local Community Insurance Services. It should be noted that this list does not include all types of policies available in the various insurance markets. Availability of some classes will be subject to prevailing market conditions.

The Additional Insurances Available Reference Guide provides a brief outline of the scope of cover afforded by each of these insurance policies under the heading Classes of Insurance Described.

Please indicate if you would like any additional information about any of these classes of insurance.

#### ADDITIONAL INSURANCES AVAILABLE REFERENCE GUIDE

- Fire and Specified Perils Insurance (Buildings/Structures/Contents)
  - Accidental Damage and Flood Cover
  - Damage to sporting surfaces(when requested)
  - Reinstatement and Replacement Conditions Apply;
  - Employees and Members Personal Property (Limit \$5,000)
- Business Interruption Insurance (Loss of income resulting from damage or destruction of your assets)
  - 18 Month Indemnity Period
- Burglary/Theft Insurance
  - Employees and Members Personal Property (Limit \$2,000)
  - Replacement cost of locks and keys following a burglary (Limit \$2,000)
  - Temporary Protection to secure property after a loss (Limit \$2,000)
  - Theft without forcible entry into your premises:
  - Electronic equipment (Limit \$2,000)
  - 30% increase in Stock Sum Insured during Peak Periods (60 days prior to Christmas Day & 30 days prior to Easter Sunday)
- Money Insurance
  - Money Insurance
- Glass Insurance
  - Temporary Shuttering, Ornamentation, Signwriting
  - Damage to Door/Window Frames
  - Damage to Property and Stock (Limit \$3,000)
- Public and Products Liability Insurance. (Non-event Annual cover)
  - Liability of Members and Volunteer Workers against personal injury &/or property damage
  - Professional Liability coverage applies to
    - (a) Medical Persons employed by you
    - (b) Coaches, Instructors and Trainers paid or unpaid
  - Indemnity is provided for claims resulting from participation where personal injury or property damage arises from your negligence as property owner, lessee, occupiers or managers of premises or facilities
- Personal Accident (Volunteer Workers) Insurance
  - No Age Limit
  - Out of Pocket Expenses & Non Medicare Medical Expenses - Maximum payable is \$10,000.



## LOCAL COMMUNITY INSURANCE SERVICES

- Machinery Breakdown Insurance
- Computer Insurance
- Motor Vehicle Insurance
- Fidelity Guarantee Insurance
- General Property Insurance
- Association and Officials Liability Insurance

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

CERTIFICATE OF INSURANCE - TAX INVOICE CHECKED BY DIVISIONAL MANAGER