



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
Interested Party:	Transport for NSW and John Holland Rail Pty Ltd as Principals. Lessor/Landlord Endorsement 'You, Your insured' at 2.21 under DEFINITIONS is amended to include an additional paragraph: (h) Transport for NSW and John Holland Rail Pty Ltd as Lessor/Landlords 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.
Period of Cover:	15-02-2014 To 15-02-2015
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:	

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.

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)

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'.



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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.



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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.

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 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 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.



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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 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



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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**

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



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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.

CERTIFICATE OF INSURANCE - TAX INVOICE CHECKED BY DIVISIONAL MANAGER