



Local Community  
Insurance Services

1300 853 800

insurance@lcis.com.au

localcommunityinsurance.com.au

## COUNCIL CONTRACTORS PUBLIC & PRODUCTS LIABILITY APPLICATION FORM

### ANNUAL PUBLIC AND PRODUCTS LIABILITY (ONLY)

Helps provides indemnity against claims for personal injury or property damage made against you. For more information please visit Local Community Insurance Services (LCIS) [www.localcommunityinsurance.com.au](http://www.localcommunityinsurance.com.au).

### GENERAL INFORMATION

Council contractor Name:			
Street Address:			
Suburb:			
State:		Postcode:	
Website:			
Location address of business: <i>(please include street number)</i>			
ABN: <i>(if you have one)</i>		Income Tax Credit % Claimable: %	
Business Activities:			
What Council are you contracted to?			
What percentage of your business activities are generated from Council?			%
How many members does your Association have? (in total, not just committee members)			
How many employees do you currently employ at your organisation:			
How many voluntary worker(s) participate in activities? Please note this automatically covers up to 50 volunteers at any one time.			
Period of Insurance required:	From:	To:	at 4.00pm

### CURRENT INSURANCE DETAILS

Insurance Company:			
Insurance Broker:		Insurance Expiry Date: / /	
Insurance Expiry Date			
Approx. Annual Turnover: <i>(Please note that turnover is made up of Memberships, fees, grants, donations etc.)</i>			\$
Do you operate in more than one State or Territory?			<input type="checkbox"/> YES <input type="checkbox"/> NO

If you operate in more than one State or Territory, what is the turnover breakdown per State or Territory?							
SA	NT	WA	NSW	QLD	TAS	ACT	VIC
\$	\$	\$	\$	\$	\$	\$	\$
<b>CONTACT PERSON'S DETAILS</b>							
Contact person's name:				Position/Title:			
Telephone No:				Mobile No:			
Email Address:							
2 <sup>nd</sup> Contact person's name:				Position/Title:			
Telephone No:				Mobile No:			
Email Address:							
<b>INSURANCE HISTORY</b>							
<b>If you answer 'Yes' to any of the questions below, please provide full details in the space provided below each question. These questions should be answered from the perspective of the group/organisation to be insured.</b>							
a) Have You, the Association or Insured Person made any claim(s) against an Insurer for loss or damage in the past 5 years?				<input type="checkbox"/> YES	<input type="checkbox"/> NO		
b) Have you ever had any insurances declined or cancelled, proposal/application rejected, renewal refused, claim rejected, special conditions or excess imposed by an Insurer?				<input type="checkbox"/> YES	<input type="checkbox"/> NO		
c) Have you suffered any loss or damage which would have been covered by the insurance coverage being applied for?				<input type="checkbox"/> YES	<input type="checkbox"/> NO		
d) Is there any other information that may be relevant to the decision by the Insurer to accept this risk?				<input type="checkbox"/> YES	<input type="checkbox"/> NO		
e) Has there been, or is there now pending, any action, litigation or other proceeding against You, the Association or Insured Person, including any action, litigation or other proceeding brought under or pursuant to any Commonwealth, State, or Territory legislation?				<input type="checkbox"/> YES	<input type="checkbox"/> NO		

f) Have You, the Association or Insured Person lodged any claims, or circumstances that might give rise to a claim, with an Insurer for any type of loss or damage in the past 10 years?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
g) Are there any circumstances not already notified to insurers which may give rise to a claim against You, the Association or Insured Person to be insured under this policy?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
h) Have You, the Association or Insured Person had any insurance declined or cancelled, proposal/application rejected, refused, claim rejected, special conditions or excess imposed?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
i) In the last 10 years, have You, the Association or Insured Person been charged or convicted of a criminal offence?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
j) Has there been or is there now pending any investigation, examination, inquiry or other proceedings in relation to the affairs of the Association?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
k) In the last 10 years, have You or any committee/board members, been involved in a company or business which, became insolvent or subject to any form of insolvency administration or been declared bankrupt?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b><input type="checkbox"/> ANNUAL PUBLIC &amp; PRODUCTS LIABILITY</b>		
Helps provide cover in respect of claims for personal injury or property damage made against you over a 12 month period.		
<input type="checkbox"/> \$10 Million		
<input type="checkbox"/> \$20 Million		
Do you provide professional advice or services where you are charging a fee?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
If 'Yes', do you require Professional Indemnity cover?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<i>If you answered 'yes' we will send you a Professional Indemnity proposal form</i>		

## IMPORTANT NOTE

### **YOU ARE REQUIRED TO READ THE FOLLOWING PAGES AND SIGN and DATE THIS FORM ON PAGE 8**

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.

## IMPORTANT INFORMATION

### **YOUR INSURANCE CONTRACT**

#### **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, 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.

#### **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.

#### **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.

## **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.

## **BINDING AUTHORITY**

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.

## **BINDING AUTHORITY – VICTOR INSURANCE**

This insurance is underwritten by Victor Insurance Pty Ltd (Victor Insurance) (formerly known as Key Underwriting Pty Ltd) under an authority to bind cover on behalf of the insurer. In underwriting this insurance, Victor Insurance may delegate authority to certain employees of JLT or Marsh Pty Ltd (Marsh). Victor Insurance and those employees of JLT/Marsh act as agents of the Insurer and not as your agent. JLT, Marsh and Victor Insurance are related companies and Victor Insurance is an Authorised Representative (No. 000403803) of Marsh. Victor Insurance, JLT and Marsh are businesses of Marsh McLennan.

## **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](mailto: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.marsh.com/au/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](mailto: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.

## **Referrer Remuneration**

A percentage of the income received by us is paid to Local Government Association of SA for its role in referral, distribution or promotion.

IF YOU REQUIRE A FURTHER EXPLANATION FOR ANY THE ABOVE INFORMATION, PLEASE CONTACT US IMMEDIATELY.

## JLT COLLECTION STATEMENT

Local Community Insurance Services (LCIS) is a division of JLT Risk Solutions (JLT) (ABN 69 009 098 864 AFS Licence No: 226827) (JLT) and is a business of Marsh McLennan.

In accordance with the Privacy Act 1988 (Cth) and any subsequent amendments (the Privacy Act), we, JLT Risk Solutions Pty Ltd and our subsidiaries and related entities (JLT) draw your attention to the following:

- We may collect personal information about you by means of the enclosed document.
- We are collecting the information principally for any of the following purposes (depending on your requirements):
  - o approaching the (re)insurance market;
  - o placing insurance or providing alternative coverage;
  - o assessing and advising you on your insurance or coverage needs;
  - o providing claims handling or risk management services;
  - o providing you with information about other JLT products or services; and
  - o administering payments to you.
- If you are proposing for or renewing insurance, the information you disclose within this document is required pursuant to your duty of disclosure under the Insurance Contracts Act 1984, the Marine Insurance Act 1909 or at common law.
- The information we collect may be disclosed to third parties including but not limited to: (re)insurers, insurance intermediaries, service providers, finance providers, advisers, agents and other entities within the MMC group of companies.
- Your personal information may be sent to our administrative processing centers in Mumbai (India) or Kuala Lumpur (Malaysia). It may also be sent to: Bermuda, Brazil, China, Dubai, Hong Kong, Ireland, Japan, Singapore, South Korea, United Kingdom and the United States for the purposes of outsourcing Insurance Broking, Intermediary and Risk Advisory Services; and Canada, India, United Kingdom and the United States for the purposes of outsourcing Business Support Services (for example, IT systems administration and payment processing).
- If you provide us with personal information about other individuals, you must ensure that those persons have been made aware of the above matters. Where the information collected relates to health, criminal record or other sensitive information as defined in the Privacy Act, you must obtain it with the individual's consent.
- We will use and disclose your personal information in accordance with our Privacy Policy. Our Privacy Policy can be accessed on our website (<https://www.jltpublicsector.com/privacy-policy.html>).

For further information contact your account executive or our Privacy Officer at the following address:

JLT Risk Solutions Pty Ltd

Level 19, One International Towers, 100 Barangaroo Avenue

Sydney NSW 2000

Email: [privacy.australia@marsh.com](mailto:privacy.australia@marsh.com)

Phone: (02) 8864 7688

## SIGNATURE & DECLARATION

1. The Duty of Disclosure, Non-Disclosure, Co-Insurance, Privacy Act 1988 notices set out above have been read, understood and agreed by me/us.
2. All answers and statements made in this application are true and accurate in every respect and no information has been withheld which is likely to affect the Insurer's decision about accepting this insurance.
3. I/We consent to receiving this email communication from LCIS.
4. I/We acknowledge that the Insurer reserves the right to decline any application.

Applicant's Signature:		Date:	
Applicant's Position:			

## PLEASE RETURN THIS FORM TO:

Local Community Insurance Services

GPO Box 1693 Adelaide, SA 5001 or **EMAIL TO: [insurance@lcis.com.au](mailto:insurance@lcis.com.au)**

Should you have any questions please contact the LCIS team on 1300 853 800.



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