



PUBLIC & PRODUCTS LIABILITY APPLICATION FORM

Please complete and send to insurance@lcis.com.au or Post to GPO Box 1693 Adelaide SA 5001

ANNUAL PUBLIC AND PRODUCTS LIABILITY (ONLY)

Provides indemnity against claims for personal injury or property damage made against your organisation. For more information please visit [Public and Products Liability](#)

GENERAL INFORMATION

Name of group/organisation to be insured:			
Street Address:			
Suburb:			
State:		Postcode:	
Website:	www.		
Location of Business, Clubroom or Event:			
ABN (if you have one):		Income Tax Credit % Claimable:	
Approx. Annual Turnover (Please note that turnover is made up of Memberships, fees, grants, donations etc.):			\$
Period of Insurance required:		To:	at 4.00pm
Provide full details of the type of group, club or organisation. E.g. Sports & Community Centre			

CONTACT PERSON'S DETAILS

Contact person's name:		Position/Title:	
Telephone No.		Mobile No.	
Email Address:		Fax No.	

CURRENT INSURANCE DETAILS

Insurance Broker:	
Insurance Company:	

INSURANCE HISTORY

If you answer YES to any of the questions below, please provide full details.

a) Have you made any claim(s) against an Insurer for loss or damage in the past 5 years?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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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 ever 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
YOUR GROUP'S ACTIVITIES		
<i>What type of activities does your group conduct throughout the year?</i>		
LIMIT OF LIABILITY		
Please tick the liability limit or sum insured (maximum amount the policy will pay out) required.	<input type="checkbox"/> \$10 Million	<input type="checkbox"/> \$20 Million
TELL US ABOUT YOUR EVENT?		
Where is your event being held?		
How many people do you estimate to attend?		
Have you got a risk management plan in place?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Do you have first Aid/Security on hand?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Is your event Ticketed?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Are you having regular event with:		
Less than 500 people	<input type="checkbox"/> YES	<input type="checkbox"/> NO
More than 500 people	<input type="checkbox"/> YES	<input type="checkbox"/> NO
If you answered YES to more than 500 people, please advise how many attendees will be at your event.		

IMPORTANT NOTE

YOU ARE REQUIRED TO READ THE FOLLOWING PAGES AND SIGN and DATE THIS FORM ON PAGE 6

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 Companies (MMC).

IMPORTANT INFORMATION

BINDING AUTHORITY

This insurance is underwritten by Victor Insurance Pty Ltd ("Victor Insurance") under an authority to bind cover on behalf of the insurer.

Victor Insurance is an Authorised Representative (No. 403803) of Marsh Pty Ltd ABN 86 004 651 512 AFS Licence No 238983 (Marsh).

Victor Insurance and Marsh are related companies of JLT and are businesses of Marsh & McLennan Companies (MMC). In underwriting this insurance, Victor Insurance may delegate authority to certain employees of JLT. Victor Insurance and those employees of JLT act as agents of the insurer and not as your agent.

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.

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.

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 Risk Solutions Pty Ltd (JLT) 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 JLT and its related entities 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 of premium 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.

BINDING AUTHORITY

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 Companies (MMC).

PRIVACY POLICY

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

JLT's Privacy Policy can be examined by accessing our website <https://www.jltpublicsector.com/> or by obtaining a copy from your JLT Client Risk Adviser or the JLT Privacy Officer (email: privacy.australia@marsh.com or on telephone number +61 2 8864 7688).

SERVICE DIFFICULTIES

We would like to know if you are not satisfied with our services. If you have any difficulties please contact your JLT adviser or our Complaints Manager. JLT subscribes to the Australian Financial Complaints Authority (AFCA) (1800 931 678), which is a free consumer service, and the Insurance Broker's Code of Practice. Additional information is available from your local JLT office.

FINANCIAL SERVICES GUIDE (FSG)

Please refer to the JLT FSG here for information on the services offered by us. It is designed to assist you in making a decision whether to use any of the services offered.

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

JLT COLLECTION STATEMENT

Local Community Insurance Services (LCIS) is a division of JLT Risk Solutions (JLT).

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

Phone: (02) 8864 7688

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SIGNATURE & DECLARATION

1. The Duty of Disclosure, Non-Disclosure, Co-Insurance, Privacy Act 1988 notices set out above have been read 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 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

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



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