



Local Community
Insurance Services

1300 853 800

insurance@lcis.com.au

localcommunityinsurance.com.au

SWIMMING POOL LIABILITY APPLICATION FORM

GENERAL INFORMATION

Insured Name:			
Name Of Lessor:			
Name of Swimming Pool:			
Street Address of Swimming Pool:			
Suburb:			
State:		Postcode:	
Name of Lessee			
Lessee Postal Address:			
Suburb:			
State:		Postcode:	
Contact person's name:			
Telephone No:		Mobile Number:	
Email Address:			
Swimming Pool Location:	<input type="checkbox"/> Country	<input type="checkbox"/> Metro	
Period of Insurance required:	From:	To:	at 4.00pm

RISK MANAGEMENT INFORMATION

What is the Total Annual Turnover?	\$
Kiosk/ shop	\$
Gymnasium	\$
All other	\$
What is the annual wage roll?	\$
How many staff do you employ?	

What are your operational times?			
How many pools do you have in operation?			
Size of pools in operation:			
Average number of patrons visit pools per week?			
How many lifeguards do you utilize per 100 patrons?			
Does your swimming pool have a Diving Board?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
Does your swimming pool Playground facilities?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
Does your swimming pool Childcare facilities?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
Does your swimming pool have a Restaurant/ Kiosk facilities?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
Does your swimming pool have Water Slides?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
If 'yes', how many slides do you operate?			
Do you require cover for a gym on the premises?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
If 'yes', please provide details of activities undertaken within your pool/s (e.g. classes, diving, team sports etc.)			
Is there adequate supervision for the above activities?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Are children under the age of 5 restricted from the pool area unless with parental guidance?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Are all advisory signs and depth markers clearly visible?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Is your facility properly fenced?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
What are the surface materials used?			
How often do you check the following?			
Water Quality	<input type="checkbox"/> Daily	<input type="checkbox"/> Weekly	<input type="checkbox"/> Monthly
	<input type="checkbox"/> Other (specify)		
Chemicals	<input type="checkbox"/> Daily	<input type="checkbox"/> Weekly	<input type="checkbox"/> Monthly
	<input type="checkbox"/> Other (specify)		
Life Saving Equipment	<input type="checkbox"/> Daily	<input type="checkbox"/> Weekly	<input type="checkbox"/> Monthly
	<input type="checkbox"/> Other (specify)		

How often are staff re-trained?					
At what levels do you require your staff to be qualified?					
Water Rescue		First Aid		Oxygen Resuscitation	
Do you have Resuscitation equipment sufficient to enable bag-valve-mask oxygen resuscitation?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
Do you have Reading Aid on site?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
Do you have Reaching Poles on site?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
Do you have Spinal Boards on site?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
Do you currently have a Complete First Aid Kit?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
Do you have a suitable First Aid Room?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
Does the first aid equipment comply with the relevant standards of the Standard Association of Australia?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
Have all lifeguards been trained and understand how to use the first aid equipment that is available confidently?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
Has the safety equipment which is stored been updated in the last 2 years?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
Do you have a clear and practiced procedure for dealing with emergency services including emergency signal and evacuation plans?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
Has there been any risk management reports drafted in the last 12 months?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
How many claims have been notified (incurred) in the previous 5 years either at this location or against the lessee?					
Please provide full details of these claims:					
Are all incidents reported?				<input type="checkbox"/> YES	<input type="checkbox"/> NO

IMPORTANT NOTE

YOU ARE REQUIRED TO READ THE FOLLOWING PAGES AND SIGN and DATE THIS FORM ON PAGE 12

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.

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. 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

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:	
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Applicant's Position:	
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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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