

21-03-2019

A division of **Jardine Lloyd Thompson Pty Ltd** ABN 69 009 098 864

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Islamic Circle of Australia and New Zealand (iCAN) C/- Muhammad Qazi 46 Bainbridge Cresent Rooty Hill, NSW 2766

# Policy Schedule - Tax Invoice

YOUR SERVICE CONTACT NUMBER IS 1300 853 800.

Invoice #	101290	С	lient Ref	028170		
Our Ref	048790-3	Р	olicy No	AT A172000 PLB	Premium	\$708.20
Class	Annual Public and Products Liability				FSL/Levy	\$0.00
Insured	Islamic Circle of Australia and New Zealand (iCAN)				Fee	\$110.00
Situation	Postcode: 2192, State: NSW				GST	\$81.82
Insurer	QBE Insurance (Australia) Ltd				Stamp Duty	\$70.11
Inception	21-03-2019	То	21-03-2020	Renewal Policy	Total Paid	\$970.13
Payment Date	21-03-2019					

Insurance has been arranged subject to the policy terms and conditions. Please read the <u>important information</u> included with this invoice and ensure that you review your sums insured at least annually.



#### **IMPORTANT INFORMATION**

#### BINDING AUTHORITY

This insurance is underwritten by Key Underwriting Pty Ltd ("KEY") under an authority to bind cover on behalf of QBE Insurance (Australia) Ltd ("QBE"). In underwriting this insurance, KEY may delegate authority to certain employees of JLT. KEY and those employees of JLT act as agents of QBE and not as your agent. JLT and KEY are related companies and KEY is an Authorised Representative (no. 403803) of JLT.

#### 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 hav e 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 any thing 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 any thing 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 nev er 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

#### FINANCIAL SERVICES GUIDE (FSG)

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

#### 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 y ou 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 Lloy d 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 Australian Privacy Principles for the handling of your information.

JLT's Priv acy Policy can be examined by accessing our website (<u>www.au.jlt.com</u>) or by obtaining a copy from y our JLT Client Risk Adviser or the JLT Priv acy Officer (at Jardine Lloyd Thompson Pty Ltd., Lev el 37, 225 George St, Sy dney, 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.



# 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 Islamic Circle of Australia and New Zealand (iCAN) NAME OF INSURED: Interested party Endorsement INTERESTED PARTY: Canterbury-Bankstown Council Lessor/Landlord Endorsement 'You, Your insured' at 2.21 under DEFINITIONS is amended to include an additional paragraph: (h) Canterbury-Bankstown Council as Lessor/Landlord 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. ABN DETAILS: N/A PERIOD OF COVER: 21-03-2019 to 21-03-2020 POLICY NO: AT A172000 PLB
- SITUATION: Worldwide (excluding USA & Canada)
- COVER: Policy provides indemnityup 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 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 Liabilityclause)
- 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 AS 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 AS 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'.



3. EXCLUSIONS Page 13

**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 Injuryor damage to property of any person caused byor 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 injuryor 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 vicarious ly 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 injuryor property damage arising directly or indirectly out of or caused by licenced security personnel.



# 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 CommunityGroups 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 e ach 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

# DO YOU HAVE ANY UNINSURED RISKS? WHAT ARE THE LOCAL COMMUNITY INSURANCE SERVICES POLICIES AND BENEFITS?

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)

#### **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

# 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 Pers onal 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 Dayto 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
- Additional benefits when this section is insured
  - Fraud or dishonestyby 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 PROPERY 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 Common wealth 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

Additional benefits when this policy is taken

- Indemnityto 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 coverage and premium quotations for any risks currently uninsured please contact our office for assistance.