



Local Community Insurance Services

05-11-2021

ANBAALAYAM INCORPORATED
C/- Ramesh Nadarajah
11 Turquoise Street

Quakers Hills, NSW 2768

Local Community Insurance Services

A Division of JLT Risk Solutions Pty Ltd
(ABN 69 009 098 864)

Level 1/148 Frome Street
ADELAIDE SA 5000
PO Box 1693
Adelaide SA 5000

Tel 1300 853 800
Fax +61 (0)8 235 6448
Email insurance@lcis.com.au

www.localcommunityinsurance.com.au

Policy Schedule - Tax Invoice

YOUR SERVICE CONTACT NUMBER IS 1300 853 800.

Invoice #	135308	Client Ref	050267
Our Ref	076254-1	Policy No	LCI076254PLB
Class	Annual Public & Products Liability		
Insured	ANBAALAYAM INCORPORATED		
Situation	Postcode: 2000, State: NSW		
Insurer	QBE Insurance (Australia) Ltd		
Inception	05-11-2021	To	05-11-2022 New Policy
Payment Date	05-11-2021		

Premium	\$566.48
FSL/Levy	\$0.00
Fee	\$110.00
GST	\$67.65
Stamp Duty	\$56.08
Total Paid	\$800.21

Insurance has been arranged subject to the policy terms and conditions. Please read the [important information](#) included with this invoice and ensure that you review your sums insured at least annually.



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 – Other Contracts

In relation to policies which are not governed by the Insurance Contracts Act 1984 such as marine insurance (other than marine inland transit insurance and pleasure craft insurance) and insurance required by statute, the insured still owes a duty of disclosure to the insurer. This is a duty to disclose to the insurer before the contract is concluded, every material circumstance which is known to the insured. Every circumstance is material which would influence the judgment of a prudent insurer in fixing the premium or determining whether they will take the risk. The insurer may avoid the contract from inception if the insured fails to make such disclosure. In the case of insurance required by statute, such as compulsory third party motor vehicle insurance, the insurer may have rights of recovery against the insured in the event of misrepresentation, misstatement or non-disclosure.

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

1. mergers or acquisitions,
2. changes in occupation or location,
3. new products or services, or
4. 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.

Events Occurring Prior to Commencement

Some policies provide cover on an 'occurrence' basis. Your attention is drawn to the fact that such policies do not provide indemnity in respect of events that occurred prior to commencement of the contract.

Not a Renewable Contract

Some policies terminate on the date indicated. We emphasise that such a policy is not a renewable contract. If you require similar insurance for any subsequent period, you will need to complete a new proposal so that terms of insurance and quotation/s can be prepared for your consideration prior to the termination of the current policy.



Local Community
Insurance Services

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 maybe of interest to you. Please notify us if you do not wish to receive such additional information.

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 Local Community Insurance Services FSG.

Commission

The Premium shown on the tax invoice includes commission received from the insurer.

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

PUBLIC & PRODUCTS LIABILITY INSURANCE SCHEDULE

LIMIT OF LIABILITY: Public \$20,000,000 any one event
Products \$20,000,000 in the aggregate any one year

NAME OF INSURED: ANBAALAYAM INCORPORATED

INTERESTED PARTY:

ABN DETAILS: 75 447 837 660

PERIOD OF COVER: 05-11-2021 to 05-11-2022

POLICY NO: LCI076254PLB

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 FAIRS, FESTIVALS, FETES, PARADES, MARCHES OR OTHER SPECIAL EVENTS THAT YOUR GROUP ORGANISE WHERE MORE THAN 500 PEOPLE ARE EXPECTED.

PLEASE REFER ACTIVITIES OF THIS NATURE TO LOCAL COMMUNITY INSURANCE SERVICES.

INSURER: QBE Insurance (Australia) Limited

POLICY WORDING: Victor Insurance Broadform Liability Policy QM6195-1120 and subject to the Endorsements and Exclusions noted on the schedule below.

THE FOLLOWING ENDORSEMENTS AND EXCLUSIONS ATTACH TO, AND FORM PART OF THE VICTOR INSURANCE BROADFORM LIABILITY POLICY WORDING QM6195-1120

ENDORSEMENTS:

LCIS01 DEFINITIONS

2.21. You, Your or Insured (c) is amended to read as follows:

Any director, executive officer, Employee, voluntary unpaid worker which includes committee members, office holders, managers of You but only while acting within the scope of their duties in such capacity.

EXCLUSIONS:

LCIS05 PARTICIPATION

Personal Injury 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 Personal injury or Property Damage caused by or arising out of your negligence as a property owner or lessee or manager of the premises or facility.



LCIS07 SEXUAL MOLESTATION

Any claims arising from, contributed to by or in connection with sexual and/or child assault, abuse, molestation or attempt thereof. Furthermore, We will not indemnify You for '1.3 Supplementary Payments.

LCIS08 AMUSEMENTS

Any claims arising from, contributed by or in connection with:

- (a) Animal rides;
- (b) Amusement rides and/or devices of any description;
- (c) Inflatable recreational equipment.

LCIS16 COUNCIL LIABILITY EXCLUSION

This Policy does not indemnify any council for their legal liability arising from the use, operation or provision of any council facilities provided for hire, use or operation by others or for any other business conducted by council in connection with such facilities.

LCIS32 Total Listed Human Disease Exclusion

We shall not be liable to indemnify You for Your legal liability or any other benefit, cost or expense arising directly or indirectly out of, contributed to by, resulting from or in connection with any listed human disease determined under section 42 of the Biosecurity Act 2015 (Cth) or any Subsequent Legislation.

For the purposes of this exclusion "Subsequent Legislation" means:

1. an act or regulation as amended, replaced or re-enacted;
2. where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or part

The attached Tax Invoice confirms your coverage for a 12 month period unless otherwise specified.

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).

To enable us 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*

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

PLEASE NOTE THAT THIS POLICY DOES NOT COVER YOU FOR THE FOLLOWING INSURANCE:

- ASSOCIATION LIABILITY
- VOLUNTEER PERSONAL ACCIDENT INSURANCE
- FIRE AND OTHER INSURED EVENTS INSURANCE



Local Community Insurance Services

- BUSINESS INTERRUPTION INSURANCE
- BURGLARY/THEFT INSURANCE
- MONEY INSURANCE
- TRANSIT INSURANCE
- MACHINERY BREAKDOWN INSURANCE
- ELECTRONIC EQUIPMENT INSURANCE
- EMPLOYEE DISHONESTY INSURANCE
- GENERAL PROPERTY INSURANCE
- TAX AUDIT INSURANCE
- STATUTORY LIABILITY INSURANCE
- MOTOR VEHICLE INSURANCE

Should you require details of cover and premium quotations for any risks noted above and currently uninsured please contact our office for assistance.