



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.

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?			%
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
\$	\$	\$	\$	\$	\$	\$	\$

CONTACT PERSON'S DETAILS

Contact person's name:		Position/Title:	
Telephone No:		Mobile No:	
Email Address:			
2 nd Contact person's name:		Position/Title:	
Telephone No:		Mobile No:	
Email Address:			

INSURANCE HISTORY

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.

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
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, 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 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 under this policy?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
h) Have You 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 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?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
k) In the last 10 years, have You 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
<input type="checkbox"/> ANNUAL PUBLIC & PRODUCTS LIABILITY		
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 INFORMATION

YOUR INSURANCE CONTRACT

All insureds owe the insurer a duty of utmost good faith and integrity in all dealings with the insurer. It is a reciprocal duty that applies to the insurer as well as to you, preventing either party from doing anything which is unfair or unreasonable in contravention of the duty. If you fail to act in accordance with the duty of utmost good faith then to the extent permitted by law, the insurer may refuse your claim, cancel your policy, or both. The Act provides an additional duty as follows:

- If your insurance policy is obtained wholly or predominantly for the personal, domestic or household purposes (e.g. personal accident, sickness, travel, medical indemnity, consumer credit, personal and domestic property, home or car insurance and life); or your insurer has opted in to the contract being a consumer insurance contract (in accordance with the relevant rules) then your duty is set out below in the following Consumer Insurance Contracts – Your Duty to Take Reasonable Care Not to Make a Misrepresentation to the Insurer notice; and
- In all other situations, your duty is set out below in the Duty of Disclosure – Other Insurance Contracts

Consumer Insurance Contracts

Your Duty to Take Reasonable Care not to make a misrepresentation to the Insurer.

What is the duty?

All persons who will be an insured covered by the insurance (referred to as you, your) have a legal duty to take reasonable care not to make a misrepresentation to the insurer.

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. For example, a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided.

The insurer will not treat something as a misrepresentation merely because you failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

Answering the Insurer's and our Questions

Your answers to the Insurer's and our questions help the insurer to decide whether to provide you with insurance and if so, on what terms. The duty must be complied with when answering them.

When answering the Insurer's and our questions:

- You must take reasonable care to make sure your answers are true, honest, up to date and complete in all respects. You may breach the duty if you answer without any care as to its truth or if you only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and
- If another person is answering for you, the insurer will treat their answers as yours. In such a case you should check the questions have been answered correctly on your behalf by them.

When does the duty apply until?

This duty applies until the time the insurer agrees to issue you with insurance for the first time. It also applies where you are applying to renew, extend, vary or reinstate your insurance, up until the time the insurer agrees to this.

If you have made a statement and this changes before the end of the above relevant time you must tell us about this change before the time ends.

What happens if you breach the duty?

If you do not meet the duty, to the extent permitted by law, the insurer may reject or not fully, or only partly pay your claim. The insurer may also, or as an alternative, cancel your insurance or if the misrepresentation was fraudulent, treat it as if it never existed. A misrepresentation made knowingly by you without belief in its truth or recklessly without caring whether it is true or false can be fraudulent.

How is it determined if there has been a breach of your duty?

A breach is determined having regard to all relevant circumstances. Without limiting the above, the following matters may be taken into account in determining whether you have taken reasonable care not to make a misrepresentation:

- The type of this consumer insurance contract and its target market;
- Explanatory material or publicity produced or authorised by the insurer e.g. advertising material;
- How clear, and how specific, were any questions asked by the insurer;
- How clearly the insurer communicated to you the importance of answering those questions and the possible consequences of failing to do so;
- Whether or not an agent was acting for you; and
- Whether the contract was a new contract or was being renewed, extended, varied or reinstated.

The insurer must also take account of any particular characteristics or circumstances about you which it was aware of, or ought reasonably to have been aware of.

DUTY OF DISCLOSURE – OTHER CONTRACTS

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.

TARGET MARKET DETERMINATION (TMD)

If you are interested in the Target Market Determination for your retail policy(s) you can access this via our online portal which provides access to the insurer TMD by policy class at <https://www.marsh.com/au/target-market-determinations.html>

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.

AVERAGE/UNDER INSURANCE (BUSINESS INTERRUPTION)

Some policies contain an Average/Co-Insurance clause which is fully set out in the 'Basis of Cover' or 'Policy Specification' of the policy. For the types of cover usually provided, the Average/Co-Insurance calculation is arrived at by applying the Rate of Gross Profit, Revenue or Rentals (as applicable) to the Annual Turnover, Revenue or Rentals (as applicable). These factors first being appropriately adjusted as provided for in the 'Trend of Business' or 'Other Circumstances' clause. If you are in any doubt about the application of this clause to your policy, please contact us for assistance.

AVERAGE/UNDER INSURANCE

Home buildings and contents, fire, 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. A simple example, illustrating the basic principle, application and effect of the Average/Under Insurance Clause is as follows:

EXAMPLE	
Full Value at commencement date	\$1,000,000
Sum Insured at policy commencement date	\$700,000
\$700K/\$1M - insurer pays 70% of any insured loss & insured retains balance of 30%	
Amount of Claim, say	\$100,000
Amount payable by Insurers as a result of the application of Average/Co-Insurance (being 70% of \$100,000)	\$70,000

WORKERS COMPENSATION

If you have arranged a business package or composite type policy through us it will not include Workers' Compensation insurance. This must be arranged as a standalone contract as per the various State/Territory legislative requirements. It is compulsory for employers to have Workers' Compensation insurance in place to cover work related injuries to their employees and workers. You must also ensure your agents, employees and contractors meet all of these requirements. If you are in doubt regarding this notice, please contact us for assistance.

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.

CLAIMS MADE DURING THE PERIOD OF INSURANCE

Where all or part of this policy provides cover on a claims made basis, any claims first made against you and reported to the insurer during the period of insurance are covered irrespective of when the act causing the claim occurred, subject to the provisions of the Prior and Pending Litigation Date stated in the Schedule.

Please note the effect of Section 40(3) of the Insurance Contracts Act 1984. If you become aware of facts that may give rise to a claim, and you give written notice to the insurer of those facts as soon as possible (and before the policy period expires), then the insurer may not deny liability for that claim, when made, solely because it was made after the expiry of the policy period. For this reason, you must advise the insurer in writing of all incidents that may give rise to a claim against you without delay after such incidents come to your attention and prior to the policy's expiry date.

As such this policy will not provide indemnity for claims, or possible claims, notified after the policy expires.

BINDING AUTHORITY

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.

Volunteer Personal Accident: This insurance is issued by JLT under an authority to bind cover on behalf of the underwriting agency, AFA Pty Ltd (ABN 83 067 084 333 AFSL 247122) ("AFA") on behalf of the insurer Zurich Australian Insurance Limited.

Public & Products Liability & Association Liability: This insurance is issued by JLT under an authority to bind cover on behalf of the insurer, QBE Insurance (Australia) Limited ('QBE'). In issuing and underwriting this insurance, JLT act as agents of QBE and not as your agent.

In issuing and underwriting this insurance, JLT act as agents of the insurer and not as your agent. JLT is not the insurer.

If JLT cannot issue insurance to you as an agent of an insurer because the underwriting information you have provided means that the insurable risk falls outside of our Binding Authority, JLT can instead arrange your insurance on the open market as your agent. In this instance, JLT will be acting in a dual capacity, as an agent for the insurer in collecting the information and then as your agent in arranging the insurance.

JLT will also be acting in such a dual capacity in circumstances where you have obtained multiple insurance policies through JLT, where some of those policies have been issued by JLT as agent of an insurer and others have been arranged by JLT as your agent.

All insurance coverage is subject to the terms, conditions and exclusions of the applicable individual policies. JLT cannot provide any assurance that insurance can be obtained for any particular client or for any particular risk.

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 <http://www.jltpublicsector.com/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):
 - approaching the (re)insurance market;
 - placing insurance or providing alternative coverage
 - assessing and advising you on your insurance or coverage needs;
 - providing claims handling or risk management services;
 - providing you with information about other JLT products or services; and
 - 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



INSURER'S PRIVACY NOTICE: QBE

QBE collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

The QBE Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit qbe.com.au/privacy or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

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 <ul style="list-style-type: none"> • GPO Box 1693 Adelaide SA 5001; or • Email: insurance@lcis.com.au 	Should you have any questions please contact: <ul style="list-style-type: none"> • Email: insurance@lcis.com.au • Call: 1300 853 800.
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