

# Policy Schedule

Policy Schedule to Standard QBE Australia Liability Wording QM 2367 for Policy No.02 A279168 PLB

## 1. Insured:

Traders Voice Association of Stall Holders & Organisers Limited (Traders Voice).

**Please Note:** This is the entity which has entered into the Policy with Us.

## 2. Covered Persons

The following persons are not contracting insureds under the Policy but are entitled to insurance cover under the Policy pursuant to section 48 of the Insurance Contracts Act 1984 (Cth):

- (a) A person or entity that is first granted membership as a Stall Holder member of the Insured during the Period of Insurance applicable to the Insured (referred to as Stall Holder Members in this document);
- (b) A person or entity that is first granted membership as an Organiser member of the Insured during the Period of Insurance applicable to the Insured (referred to as Organiser Members in this document);
- (c) Contractors and subcontractors of Organiser Members covered by reason of (a) (not Stall Holder Members) where We have provided Our approval for the relevant Organiser Member's contractors and subcontractors to be named as Covered Persons (referred to as Approved Contractors/Sub-Contractors in this document); and
- (d) Persons or entities referred to in Definition 1.28 (as amended by 4 below) and referable to the persons or entities in (a), (b) or (c) above.  
  
(They are collectively referred to as Covered Persons in this document.)

## 3. Period of Insurance

- (a) The Insured and persons or entities referred to in Definition 1.28 (as amended by 4 below) and referable to the Insured:

- (b) Public liability cover for Covered Persons:

From the time the relevant Stall Holder Member's or Organiser Member's membership was granted until the earlier of exactly one year from that time or the time the Policy is cancelled by QBE Australia or Traders Voice.

- (c) Product liability cover for Covered Persons:

From the time We agree to remove Exclusion 3.26 after receiving the relevant Stall Holder Member's or Organiser Member's application to access product liability cover (see 9 below) until the end of the Period of Insurance for public liability insurance (above).

For the sake of clarity, the expiry of the Insured's Period of Insurance in (a) above does not affect the right of a Covered Person to claim in relation to the Period of Insurance applicable to that Covered Person as noted in (b) and (c).

## 4. Unnamed Principals (Relevant Parties)

Definition 1.28 is amended by adding a new paragraph (h) as follows:

- “(h) any person or entity with whom the relevant Insured or Covered Person has entered into an agreement for the purposes of the relevant Insured or Covered Person's Business, but only for or in relation to Occurrences for which the relevant Insured or Covered Person would themselves be liable in the absence of the agreement (subject always to the extent of coverage and the Limit of Liability provided by this Policy).”

## 5. Business definition

### (a) Insured

For the Insured Traders Voice Association of Stall Holders & Organisers Limited, "Business" in the Policy means - Association of Stall Holders and Organisers providing business and systems management, insurance, advertising, lobbying and all other functions associated with a not for profit association on behalf of its membership.

### (b) Stall Holder Members

For Stall Holder Members of the Insured, "Business" in the Policy means the operation of a market stall, retail centre stall, special events stall and the like involving the sale of a broad range of produce and other goods and services, including incidental or related activities. For the sake of clarity it includes but is not limited to the activities of preparing produce and other goods for sale.

### (c) Organiser Members (not approved for Stall Holder activities)

For Organiser Members of the Insured that have not been granted access to cover for Stall Holder activities, "Business" in the Policy means the organisation and running of events involving stall holders carrying on a business of the kind as specified above for Stall Holder Members (the stall holder in this case need not be a Member of Traders Voice), including but not limited to securing and booking a suitable venue location; ensuring insurance, legal, health and safety obligations are adhered to; coordinating venue management, caterers, stand designers, contractors and equipment hire; organizing facilities for car parking, traffic control, security and selling sponsorship/stand space to potential exhibitors/partners; liaising with clients and designers to create a brand for the event; overseeing the dismantling and removal of the event and clearing the venue efficiently; all with the intent to ensure the success of the event overall.

### (d) Organiser Members (approved for Stall Holder activities)

Where the Organiser is also a Stall Holder, "Business" in the Policy extends to the operation of a market stall, retail centre stall, special events stall and the like involving the sale of a broad range of produce and other goods and services, including incidental or related activities. For the sake of clarity it includes but is not limited to the activities of preparing produce and other goods for sale.

### (e) Approved Contractors/Sub-Contractors

For Approved Contractors/Sub-Contractors, "Business" in the Policy, means the provision of the specific services declared and approved by us in writing for the relevant contractor or sub-contractor and which are incidental or related to the "Business" of the Organiser Member they are providing the services in relation to.

## 6. Limit of Liability

The Insured and persons or entities referred to in Definition 1.28 (as amended by 4 above) and referable to the Insured:

**Covered Persons:**

**Public liability cover** - \$20 million for each Covered Person per Occurrence.

**Product liability cover** - \$20 million for each Covered Person each Occurrence and \$20 million in the aggregate for each Covered Person (only applicable if included on Certificate of Insurance ie when Covered Person is separately approved for this cover by us - see 9. below).

## 7. Deductible / Excess

- (a) For claims made on this Policy, You will be required to pay the Deductible which is shown within the Certificate of Insurance.
- (b) If more than one Deductible is payable under this Policy for any claim, or series of claims arising from the one Occurrence You:
  - (i) Must pay the highest Deductible, but
  - (ii) Pay only one Deductible.

## 8. Terms applicable in relation to Covered Persons only

- (a) Covered Persons:
  - (i) Have the right to claim under the Policy with us for any covered loss as if they were the Insured. For this purpose, any reference in the Policy to the Insured is to also read as a reference to a Covered Person as described in 2(a) or (b) above; and
  - (ii) Have the same obligations to Us as the person would have if they were the Insured and may discharge the Insured's obligations in relation to the loss, including in relation to subrogation rights,

Except to the extent specified otherwise in this Schedule.

- (b) No cover is provided for or in relation to any Personal Injury, Property Damage or Advertising Liability which occurs other than during the applicable Period of Insurance.
- (c) We agree and confirm that:
  - (i) No premium is payable by the Covered Persons. The premium is payable by the Insured;
  - (ii) A failure of the Insured to pay the premium in relation to the Covered Person will not allow Us to cancel the Policy or refuse to pay a claim in relation to the Covered Person;
  - (iii) In relation to any disclosures or representations made by a Covered Person We:
    - (A) only require Covered Persons as described in 2(a) above to make the specific disclosures required by the questions in the Traders Voice membership application and renewal forms, unless otherwise specified by Us in writing; and
    - (B) will not seek to rely on any rights We may have at law in relation to the above specific disclosures, beyond those which would have applied under the Insurance Contracts Act had those Covered Person been a contracting insured; and
  - (iv) We will not:
    - (A) rely on any non-disclosure or misrepresentation by the Insured or another Covered Person to avoid the Policy or in relation to a claim made by a Covered Person;
    - (B) refuse to pay a claim made by a Covered Person, either in whole or in part, by reason of any act or omission of the Insured or any other Covered Person; or
    - (C) cancel the Policy by reason of any act or omission of the Insured or any Covered Person,

Except to the extent that the relevant non-disclosure, misrepresentation, act or omission was committed, made or caused (as applicable) by the Covered Person or with the Covered Person's knowledge, consent or connivance.

## 9. Product Liability exclusion (unless we agree to provide such cover)

The following Exclusion 3.26 is added to the Policy and applies to all Covered Persons unless we agree to remove it after receiving a Covered Person's application to access product liability cover:

"Personal injury or Property Damage arising out of the sale by You of any goods, products and property after they have left Your possession or are no longer under Your control."

### Endorsements to Standard QBE Liability Wording QM2367-1109 for Traders Voice Policy No. 02 A279168 PLB

#### Claims Preparations Costs

In addition to the amount of cover provided by this Policy we will pay up to \$50,000 for reasonable professional fees and such other expenses incurred by you for the preparation of a claim under this Policy.

The cover provided under this additional benefit operates in addition to and shall not in any way affect the cover provided under clause "Defence of claims" of this Policy.

#### Treatment Risk

This policy does not cover liability in respect of Personal Injury arising directly or indirectly out of or caused by treatment prescribed or administered by You or on Your behalf. Treatment is defined as procedures or applications that are intended to relieve cure alleviate prevent eliminate or retard illness or injury.

#### Tattooist and Body Piercing Exclusion

This policy does not cover liability in respect of personal injury arising directly or indirectly out of, or caused by, or in connection with the application or removal of any tattoo or body piercing item.



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Stall Holders & Organisers Limited**

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## Important Amendment applying to this Policy Wording

### Supplementary Product Disclosure Statement

### Traders Voice Insurance Policy QM2864-1210

**Date of preparation: 28 June 2019**

This is a Supplementary Product Disclosure Statement (SPDS) that supplements and amends the following Product Disclosure Statements (PDS):

It provides more information about:

- Changes to the External Disputes Resolution (EDR) scheme
- Updates made to the Sanctions limitation and exclusion clause
- Updates made to the 'About QBE Australia' statement

and must be read together with your applicable PDS, for **policies bought or renewed after 1 July 2019.**

#### **How to read this Supplementary Product Disclosure Statement/Amendment to your Policy Wording**

You should read this document together with your insurance policy, which is made up of:

- the PDS;
- your Policy Schedule; and
- any endorsement or any other notice about your Policy we have given you in writing.

#### **Amendments to the PDS/Policy Wording**

If your PDS has a section titled **Resolving complaints and/& disputes** or **Complaints and dispute resolution process** then it is deleted and replaced with the below; if your PDS does not have a section titled **Resolving complaints and/& disputes** or **Complaints and dispute resolution process** then the below is added:

At QBE we're committed to providing you with quality products and delivering the highest level of service. We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

#### **Something not right?**

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

### **Step 1 – Talk to us**

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

### **Step 2 – Escalate your complaint**

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

### **Step 3 – Still not resolved?**

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Australian Financial Complaints Authority (AFCA). AFCA is an ASIC approved external dispute resolution body.

AFCA resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by AFCA decisions – but you're not. You can contact AFCA directly and they'll advise you if your dispute falls within their Rules.

### **Disputes not covered by the AFCA Rules**

If your dispute doesn't fall within the AFCA Rules, and you're not satisfied with our decision then you may wish to seek independent legal advice.

### **Privacy complaints**

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC). Commissioner (OAIC).

If your PDS has a section titled **How to contact FOS Australia** then it is deleted and replaced with the below; if your PDS does not have a section titled **How to contact FOS Australia** then the below is added:

How to contact AFCA Phone	
Phone	1800 931 678 (free call) Email
Email	info@afca.org.au Online
Online	www.afca.org.au Post
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

If your PDS has a section titled **About QBE Australia** then it is deleted and replaced with the below; if your PDS does not have a section titled **About QBE Australia** then the below is added:

### **About QBE Australia**

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the largest insurers and reinsurers in the world.

If your PDS has a section titled **Sanction/s limitation/s and exclusion clause or Sanctions clause** then it is deleted and replaced with the below; if your PDS does not have a section titled **Sanction/s limitation/s and exclusion clause or Sanctions clause** then the below is added:

### **Sanctions limitation and exclusion clause**

You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America, or any local autonomous sanctions.

### **Duty of disclosure**

Before you enter into an insurance contract, you have a duty, under the Insurance Contracts Act 1984 to tell Us anything that you know, or could reasonably be expected to know, that may affect Our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for, or
- is common knowledge, or
- we know or should know as an insurer, or
- we waive your duty to tell Us about.
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### **If You do not tell Us Something**

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount We will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

### **Privacy**

We'll 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.

Our 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](http://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.