

Important Information

2024-25 Environment Victoria Member Group Insurance Facility

Please read the following information regarding to the Public and Product Liability and Volunteer Accident insurance policies covering Environment Victoria Group members. Please read and share with your group.

The below is based on the terms of the current policies ending on 28 August 2024, terms may be adjusted by the insurers upon policy renewal for 2024-25. If terms are adjusted this document will be updated and redistributed.

1. Public and Product Liability Insurance

Insurer: CGU

- **Indemnity Limits:**
 - Public and Products Liability: \$20,000,000 Worldwide (excluding USA and Canada), any one occurrence, where a named organisation on the policy (your group may become liable to pay compensation in respect of:
 - Advertising Liability: \$20,000,000 any one Occurrence
 - Products Liability: \$20,000,000 any one Occurrence and in the aggregate for any one Period of Insurance
 - Property in your care, custody or control : \$250,000 any one Occurrence
- **Excess:** \$1,000 (base) per claim, payable by the group making the claim
- **Policy exclusions and conditions –**
 - **Protests:** liability arising from groups engaging in, attending and/or organising a rally, demonstration, protest or similar events will not be covered. *However groups can notify the insurer (via Environment Victoria) of the details of a proposed event in advance to confirm if the insurer will consider providing cover.*
 - **Silica:** This Policy does not cover any liability arising out of or in any way connected with the inhalation of, or exposure to silica in any form.
 - **Bushfire Liability:** This Policy does not cover any liability directly or indirectly caused by, contributed to by, or the result of, a Bushfire Event. Bushfire Event means an any instance of an uncontrollable fire, a fire the subject of firefighting efforts but not yet extinguished, a forest fire, a brush fire, a grass fire, a firestorm, any fire or fire event the subject of an emergency declaration by a governmental authority or any other series of fires, caused by or contributed to by the Insured, which is predominately fuelled by trees, grasslands, timber, scrub, brush or any other naturally occurring, native grown or landscaped vegetation. A Bushfire Event shall be deemed to be a single Occurrence within the meaning of this Policy.

- **Participation:** This Policy does not cover liability arising out of or in any way connected with Personal Injury arising out of the actual participation by any person in any sport, game, match, practice or trial conducted by or on behalf of the Insured. *This is for recreational sporting activities and is primarily aimed at social sporting events.*
- **Underground Services Condition (i.e. dial before you dig) :** This Policy does not cover liability arising out of or in any way connected with Property Damage to any underground services (including but not limited to water, gas, sewerage, sewage, fuel pipes, electric and telephone cables or any underground property or structure for the purpose of storing, conveying transporting, transmitting, transporting, delivering of electricity, water, gas fuel, telecommunications media, signals, radio and other waves); This exclusion shall not apply to Property Damage to underground services or their supports and fittings if the appropriate authority has been contacted concerning the existence and location of such services and fittings and a plan detailing the location of such services and fittings has been obtained from the relevant authority prior to commencement of the necessary work or such work is carried out under the supervision of such authority.

2. Volunteer Accident Insurance

Insurer: Chubb Ltd

Scope of cover:

- Covers all voluntary workers of the policy holder
- The insurance being provided under this policy shall only apply whilst Member Groups are engaged in authorised voluntary work, including direct travel to and from the authorised voluntary work.

IMPORTANT NOTE: Please remember that it is each member group's duty of care to ensure all reasonable steps are taken to prevent loss and injury. Where a member or volunteer has a pre-existing condition then all group members should be made aware and ensure further activities do not make the condition worse.

Summary of Cover	Sums Insured	
	Maximum lump sum benefits shown below - see PDS for % applicable to specific events.	
Aggregate Limit of Liability		
Any one Accident or Occurrence (A)	\$500,000	
Non Scheduled Air Travel (B)	\$100,000	
Part A – Accidental Death and Disablement	Category 1	Category 2
Event 1 – Accidental Death	\$100,000	\$50,000
Event 2 to 19 Permanent Total Disablement	\$100,000	\$50,000
Part B – Weekly Injury Benefit - Bodily Injury	Category 1	Category 2
Event 25 -26	85% of income to a maximum of \$500 per week	85% of income to a maximum of \$200 per week
Excess Period	7 days	7 days
Benefit Period	104 weeks	104 weeks
Part C – Fractured Bones	Category 1	Category 2
Events 27 to 35 – Fractured Bones	\$2,000	\$5,000
Part D – Injury Resulting in Loss or Damage to Teeth	Category 1	Category 2
Events 42 to 43 – Injury Resulting in Loss or		
Loss of teeth or dental procedures limit per tooth	\$250	\$250
Loss of teeth or dental procedures Lump Sum Benefits	\$2,000	\$2,000

Additional Cover	Category 1	Category 2
Accommodation and Transport Expenses	\$10,000	\$10,000
Emergency Home Help Benefit	\$200 per week up to a maximum of 52 Weeks	\$500 per week to a maximum of 26 weeks
Funeral Expenses Benefit	\$5,000	\$7,500
	\$5,000	\$5,000
Non Medicare Medical Expenses Benefit	Subject to an excess of \$50 each and every claim	Subject to an excess of \$50 each and every claim
Out of Pocket Expenses	\$5,000	\$5,000
Personal Vehicle Excess Benefit	\$1,000	\$1,000
Student Tutorial Benefit	\$400 per week up to a maximum of 52 Weeks	\$400 per week up to a maximum of 52 Weeks

Category 1 – under 75 yrs

Category 2 – 75yrs+

3. Claim Procedure

For a claims to be considered they must come through the following channels:

- a. From the member group to Environment Victoria
- b. From Environment Victoria to our insurance broker who will assess the claim for submission to the insurers.

4. Extent of Cover

Only groups listed on the policy are covered by the insurance facility

If your group has any subsidiary member groups they will not be covered while carrying out activities in their own name unless they are:

- a. Financial members of Environment Victoria in their own right, and
- b. Covered by the Environment Victoria Insurance Facility - listed on the policy in their own name

5. Events and Activities

- All activities and events must be led by a competent and experienced person
- Participants under 18 years of age should be accompanied by parent or guardian
 - If this is not the case, a supervising member of your group must have completed the appropriate police checks to comply with the law
- The number of participants should be limited to a manageable number for those in charge
- A qualified 'first aid' person from the group should be present
- A sign in form should be used and all participants should sign in and out
- The experienced leader should consider proper attire for the event or activity, food and water provisions, breaks for rest and mobile phone for contacting help if required.

Running Events and Activities

If you are planning an event you need to consider risk management strategies. Important areas to consider include the following:

- Any third parties e.g. stall holders, need their own liability cover
- Anyone working with children needs to have appropriate police/working with children checks
- Any food production follows regulatory requirements
- A first aider is present with first aid kit
- OH&S has been considered and appropriate measures taken to manage potential risks
- Approval has been sought and granted by appropriate authorities' e.g. council, police.