

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 policies as renewed for 2024-25.

1. Public and Product Liability Insurance

Insurer: Chubb Ltd

- **Indemnity Limits:**
 - Public and Products Liability: \$20,000,000, any one occurrence Worldwide (excluding USA and Canada), 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
- **Deductible (excess):** \$1,000 (base) per claim, payable by the group making the claim
- **Policy exclusions and conditions –**
 - ***Bushfire exclusion:*** This Policy does not indemnify the insured or any other person for any liability directly or indirectly caused by, arising out of or connected with a bushfire or grassfire.
 - ***Cyber and data risk exclusion:*** This Policy does not indemnify the Insured or any third party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with: Data Risk the modification, corruption, loss, destruction, theft, misuse, illegitimate access, or unlawful or unauthorised processing or disclosure of Data or the loss, destruction or theft of any computer, electronic device, hardware or component thereof which contains Data.
Cyber
 - i. unauthorised access (including access by Malware) to;
 - ii. the presence of Malware on;
 - iii. the spread of Malware by;
 - iv. the unauthorised use of;
 - v. the malicious use of; or
 - vi. malicious interference with (including, but not limited to, a distributed denial of service attack against); any Computer System: a) owned, operated, controlled, leased or used by or on behalf of the Insured; or b) sold, supplied, altered, constructed, repaired, serviced,

designed, tested, installed or processed by or on behalf of the Insured For the purposes of this exclusion only:

Computer System means any computer hardware, software, firmware, electronic device, electronic data storage device, electronic data backup facility, networking device, or any components thereof or any associated input and output devices, including those that have the capability to be linked together through the internet or internal network or that are connected through data storage or other devices.

Data means any corporate or personal information in any format and includes, but is not limited to, records, reports, designs, plans, formulas, processes, trade secrets, patents, financial information, medical or healthcare information, contact information, account numbers, account histories, passwords or credit or debit card details, whether or not in electronic form, and whether or not belonging to the Insured.

Malware means programmes, files or instructions of a malicious nature which may disrupt, harm, impede access to, or in any way corrupt the operation of or Data within, any software or Computer System, including, but not limited to, malicious code, ransomware, cryptoware, virus, trojans, worms and logic or time bombs.

- **Participation exclusion:** This Policy does not indemnify the Insured or any third party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with any Personal Injury to any individual arising out of the actual participation by that person in any sport, game, match, practice or trial forming part of the Business. *This is for recreational sporting activities and is primarily aimed at social sporting events.*
- **Professional Indemnity (total) exclusion:** This Policy does not indemnify the Insured or any third party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with the rendering of or failure to render professional advice or service by the Insured or any error or failure to act connected with the rendering of or failure to render professional advice or service by the Insured.
- **Silica exclusion:** This Policy does not indemnify the Insured or any third party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with: a) any inhalation of, ingestion of, or exposure to silica in any form; or b) loss of use of property due to the presence of silica in any form. In all other respects this Policy remains unaltered.
- **Total communicable disease exclusion:** This Policy does not indemnify the Insured or any third party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with Communicable Disease. This exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in the: a) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a Communicable Disease b) Testing for a Communicable Disease; c) Failure to prevent the spread of a Communicable Disease; or d) Failure to report a Communicable Disease to authorities. For the purpose of this Exclusion only, Communicable Disease means: any infectious disease, including any virus, bacteria, microorganism, or pathogen that actually or allegedly induces or is capable of inducing physical distress, illness or disease.
- **Underground services exclusion (i.e. dial before you dig) :** This Policy does not indemnify the Insured or any third party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with any damage to 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 unless: a) prior to the commencement of work, the Insured has inquired with the relevant authorities or owners of such services, property or structures as the exact location of such services, property or structures; and b) any cover provided by (a) above, in this exclusion, shall be limited to the cost of repair, replacement or reinstatement of such damaged services, property or structures and shall not extend to any consequential loss resulting therefrom.

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.

- **Policy exclusions and conditions**
 - **Drug and Alcohol Exclusion:** This endorsement varies the standard terms of your Policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard Policy terms and should be read carefully. By way of endorsement to the Policy, the parties agree as follows (subject otherwise to all other terms, conditions and exclusions of the Policy):

The section of the Policy titled 'General Exclusions Applicable to the Policy' is amended by adding the following exclusion: results from a Covered Person either:

- a) being under the influence of alcohol, where the Covered Person has a recorded blood alcohol concentration (BAC) greater than the limit prescribed by the applicable governing authority whilst operating a motor vehicle, or at all other times having recorded a blood alcohol concentration (BAC) greater than 0.10%; or
- b) being under the influence of any drug, unless it was prescribed by a Doctor and taken in accordance with the Doctor's advice but is not for the treatment of addiction to illegal drugs.

Summary of Cover	Sums Insured	
	Maximum lump sum benefits shown below - see PDS for % applicable to specific events.	
Aggregate Limit of Liability		
Aggregate any one policy period	\$500,000	
Any one Accident or Occurrence (A)	\$100,000 (per person)	
Non Scheduled Air Travel (B)	\$0	
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.