



Insurance Program 2017/18 Summary

Cover: Policy 1: Public and Product Liability Insurance
Includes a) Public & Products Liability b) Pollution Liability
Policy 2: Personal Accident – Voluntary Workers Insurance
Policy 3: Management / Association Liability Insurance

Brokers: AON Insurance Services (Policy 1)
AON Insurance Services (Policy 2)
Steadfast QIS Insurance Services (Policy 3)

ALL coverages in relation to the above policies are subject to the Terms, Conditions & Exclusions contained in the respective policies issued by the Insurers

Insured: Landcare Victoria Inc. (LVI), Landcare, Committees, Landcare Groups and other groups with similar purposes endorsed by LVI as Member Groups, including but not restricted to Steering Committees, Sub-Committees, Sub-Groups, Associations of endorsed groups, Working parties and Workers, Host families / persons carrying out authorised Landcare or Catchment Management Activities, and the non-government employed members of Landcare.

Business: Principally monitoring, planning, development, promotion, demonstration and implementation of improved land, water, vegetation and pest management practices including use of Schedule 7 1080 poison, and also including field days, bus trips, camping trips, office occupancy, meetings, lectures, seminars, displays, care of injured wildlife and all other activities, including business not exceeding AUD\$500,000 in gross revenue and all other activities in which the Member Group may become engaged.

General Conditions: LVI Member Groups must, in order to be covered by LVI insurance:

- 1) be financial members of LVI at the time of the incident, which requires
 - a. accurate member numbers must be reported to LVI
 - b. regular volunteers should be included on the membership list
- 2) ensure health and safety obligations are met when conducting activities
- 3) make all reasonable efforts to record participant details
- 4) ensure all independent contractors hold separate insurance
- 5) in the case of an incident, *not* admit liability or fault, and inform LVI as soon as possible
- 6) avoid entering into contracts with "hold harmless" or "indemnification" clauses
- 7) advise LVI of activities outside those described above
- 8) comply with LVI Rules

Excess: Given these conditions, LVI will cover any excess on claims upheld by the insurer.

Policy 1: Public and Product Liability Insurance

Insurer: CGU Insurance Ltd
Rolls over: 30 June 2018

Indemnity Limits: AUD\$20 million any one occurrence or in respect of Products and Pollution, in the aggregate.

Covering: Insured's legal liability to pay compensation in respect of:

- 1) Injury to any person (including bodily injury, libel, slander or defamation)

- 2) Damage to property
- 3) Advertising injury (including copyright infringement arising out of advertising activities)
- 4) Defence Costs and Supplementary Payments

Situation of Risk: Anywhere in the world except United States of America and Canada other than in respect of: Products exported to the United States of America and / or Canada without the knowledge of the Member Group; and, Commercial visits by directors and non-manual employees normally resident outside USA or Canada.

General Conditions:

The policy is interpreted in accordance with the laws of Australia and all claims for indemnity under this Policy shall be decided in accordance with those laws.

The underwriters shall be entitled to take over and conduct the defence or settlement of any claim.

The Member Group must:

- Provide notice as soon as reasonably practicable of any occurrence that may give rise to a claim.
- Give no admission, offer, promise or payment in respect of any occurrence that may give rise to a claim.
- Exercise reasonable care that only competent Workers and/or employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition.
- Take all reasonable precautions to prevent Injury and Damage, prevent the manufacture, sale or supply of defective Products and ensure that its Workers, servants and agents comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property.

General Exclusions

- Any liability arising out of negligence, breach of contract or breach of duty.
- Any alleged or actual fraudulent, dishonest, malicious, wilful or criminal act or omission of the Member Group or any person covered by the Policy.
- Injury to any person in the course of, or arising out of their service or employment, whether or not a contract for service or employment exists.
- Claims arising from facts and/or circumstances existing prior to the Period of Insurance of which the Member Group had become aware and which the Member Group knew, or ought reasonably to have known were likely to give rise to a Claim against the Member Group.

Defence Costs and Supplementary Payments covers legal costs and expenses incurred with the written consent of the Insurer including legal representation and/or temporary repairs as per policy wording. Even if the allegations of a suit are groundless, false or fraudulent, the Insurer will defend any suit against the Member Group for compensation or damages to which indemnity under this Policy applies (or would apply if the claim was sustained) and the Insurer may make such investigations and settlement of any claim as the Insurer deems expedient.

Public and Products Liability covers the Member Group for injury and/or damage occurring during the period of insurance.

Exclusions include:

- **Contractual Liability:** any liability assumed by the Member Group under any contract or agreement unless only to the extent that such liability would have been implied by law; or unless the liability arises under any written indemnity agreement with a government department in respect of funding for any Business activities or for hire or use of premises or land, provided that such liability does not arise out of any wilful, unlawful or negligent act or omission of the government department.
- Injury to an employed person for which insurance against such liability is or would have been provided to the Member Group through licensed self-insurance or under a policy in a form prescribed or approved under or issued in pursuance of any Workers' Compensation or Accident Compensation legislation applicable to the Member Group.
- Injury caused by or arising out of any individual's participation in any performance, sport, game, contest, demonstration or display involving: Gymnastics; military or equestrian skill; bungee jumping, skydiving, aerial activities, mountaineering, unsupported rock climbing, abseiling,

swimming without supervision, or winter sports other than skiing or snowboarding; motor vehicle or motor cycle racing or rallies; or the use of any firearms, missiles, weapons or explosives, or participation in a rally, protest or demonstration not of a peaceful nature.

- Fines, penalties and/or liquidated damages imposed by law or assumed by the Member Group under any contract, warranty or agreement.
- Property damage to property owned, held in trust or otherwise in the Member Group's care, custody or control other than:
 - Personal property of Directors, employees and visitors.
 - Premises leased rented or loaned to the Member Group where there is no contractual requirement for the Member Group to hold insurance for property damage.
- Any motor vehicle or trailer for which compulsory insurance is required by legislation other than where:
 - Compulsory liability insurance or a statutory scheme does not provide indemnity for reasons that do not involve a breach of legislation relating to Vehicles by the Insured.
 - Such Injury and/or Property Damage caused by or arising from the loading or unloading of, or the delivery or collection of goods to or from any Vehicle beyond the limits of any carriageway or thoroughfare.
 - The Vehicle used in work undertaken by or on behalf of the Insured but not is in the physical or legal control of the Insured.
 - The Vehicle has a tool or plant forming part of, attached to or used in connection with it while such tool or plant is engaged on a work site.
- Ownership, maintenance, operation, possession, use by or any product incorporated into behalf of the Member Group of: any aircraft or any watercraft exceeding 8 meters in length (unless such craft are not owned by the Member Group and operated by independent contractors and not under a Charter Party Agreement).
- Asbestos, asbestos products and/or products containing asbestos.

Hiring Disclaimer

Where equipment is hired to a non-member, the conditions of hire are to include a requirement for the non-member to sign a hiring disclaimer. Contact LVI for a sample Agreement of Hire and Plant Equipment sheet.

Pollution Liability

The Member Group is covered for injury and/or damage during the period of insurance arising out of pollution but only to the extent that it can be demonstrated that pollution was the direct result of a sudden, specific and identifiable event. Any liability arising out of the discharge, dispersal, release or escape of legionella bacteria is also covered.

Taking reasonable precautions with respect to the use of herbicides and pesticides would include but not be limited to:

- Complying with environmental laws and regulations relating to the use of herbicides and pesticides.
- Complying with the manufacturer's usage requirements and regulations.
- Obtaining the permission of all landowners.

Policy 2: Voluntary Workers Insurance

Insurer: Berkshire Hathaway Specialty Insurance

Rolls over: 30 June 2018

Coverage: Provides for payment of benefits for accidental injury or death of volunteers, and members whilst carrying out activities on behalf of and at the direction of the Member Group or direct travel to and from such activities. Nil age limits providing the person is able to follow instruction and work independently (excepting with regard to Home Help).

Benefits include:

- Death and capital benefits: up to \$250,000
- Weekly Benefits: up to \$1000 pw
 - where a person does not earn a normal income, loss of income cannot be claimed

- Home Help (domestic duties and childminding) up to \$500 pw for up to 104 weeks for those under 65 and up to 52 weeks if over age 65.
- Student Tutorial Costs up to \$250 per day for up to 104 weeks.
- Necessary out of pocket expenses: up to \$3000
- Home / Car modification expenses for Paraplegia or Quadriplegia: up to \$15,000
- Professional Financial Planning Advice following a claim: up to \$10,000
- Non-Medicare Medical Expenses (not including the Medicare "gap") up to \$15,000.
- Funeral Expenses: up to \$10,000

Member Group Sanctioned Activities

In respect of voluntary workers, the cover applies to those insured events suffered by an insured person whilst actually engaged in voluntary work or necessary direct travel to and from such activities; provided that the policy shall only apply in respect of such work officially organised by and under the control of the Member Group.

Coverage extends to volunteers involved in work experience, work for the dole and Centrelink mutual obligation workers.

Volunteers should not be involved in the pruning, lopping, or removal of trees exceeding five metres.

Exclusions:

If the event is attributable or consequential upon among others;

- Deliberate self-inflicted injury.
- Workcover: it is agreed and declared that this policy does not cover any insured events in respect of which there is a right to compensation under any Workers Compensation Act or Ordinance whether the right is exercised or not. (In Victoria, any organisation with a total payroll of \$7,500 or more must hold a separate Workcover policy).
- Any illness or injury existing at the date of acceptance of this insurance.
- Being under the influence of any intoxicating liquor or drugs other than those prescribed by a qualified medical practitioner and taken accordingly.
 - Excludes any for medical expenses which attract a Medicare rebate (this also includes amounts incurred which are referred to as the Medicare 'gap')
- Also excludes pharmaceutical products covered by National Health Legislation.

Conditions: Notification of an injury likely to give rise to a claim is provided as soon as possible. Certificates and evidence to be provided as may be prescribed.

Policy 3: Association Liability Insurance

Insurer: DUAL Australia Pty Ltd (Lloyds)

Rolls over: 30 June 2018

The Association Liability policy is a combination of Directors & Officers Liability and Professional Indemnity Insurance designed to meet the needs of 'not-for-profit' organisations and provides the payment of legal costs and compensation following an allegation of a 'wrongful act' in the course of carrying out duties for the organisation.

Indemnity Limits:

\$10,000,000 in any one claim and in the aggregate

Specific sub-cover indemnity limits

OH&S Defence Costs	\$1,000,000
Crime, Statutory Liability, Official Investigations (Officers), Loss of Documents	\$500,000
Pollution, Official Investigations (Association)	\$250,000
Taxation Investigation, Public Relations, Crisis Containment	\$100,000

Coverage of note

- a) Officer Bearers Insurance
Provides personal protection to all office bearers and committee members for claims that arise from wrongful acts committed whilst representing the Member Group.
- b) Professional Indemnity
Provides personal protection to all committee members, employees and volunteers for claims that arise from wrongful acts committed whilst conducting Business on behalf of the Member Group.

Specific Coverages

- Employment Practice Liability
 - Coverage for an employment practices breach including unfair dismissal, wrongful or negligent employee evaluation, harassment and discrimination
 - The Insurer shall not be liable for any claim relating to failure to pay superannuation
- Crime
 - Covers loss from Crime which is first discovered with the insurance period and arises from Dishonest Acts.
 - The Insurer shall not provide cover for any person committing or condoning dishonest acts or for any claim arising from the actions of an Insured person involving loss of money etc or use of electronic equipment.
- Taxation Investigation
 - Covers Tax Audit costs where a Tax Audit Notice has been received and reported during the insurance period.
 - The Insurer shall not be liable for any fraudulent act, error, omission or misrepresentation
- Defamation
Covers a claim that arises from a defamatory statement made in conduct of Business on behalf of the Association or its Member Group
- Outside Directorship Cover
Covers a claim against a person who at the *written* request of the Association has become an officer or equivalent in an outside entity, except where the claim is brought by the outside entity.

EXCLUSIONS:

The Insurer shall not be liable for Loss under arising out of, based upon or attributable to:

- i. Any conduct or contravention in respect of which a liability is the subject of a prohibition in section 199B (1) of the Corporations Act 2001 (Commonwealth); or
- ii. The committing of any deliberately dishonest or deliberately fraudulent act.
- iii. Insolvency, bankruptcy or actual or alleged inability to meet any or all debts when they fall due
- iv. Any obligations assumed by the Insured by way of warranty, guarantee, indemnity, contract or agreement, unless the Insured would have incurred the liability regardless
- v. Breaches of intellectual property rights
- vi. Any bank cheques that are not countersigned or transfers that are not properly authorised.

ALL coverages in relation to the above policies are subject to the Terms, Conditions & Exclusions contained in the respective policies issued by the Insurers. Please contact LVI for complete and current policy wording.