

Insurance Benefits Information



Overview of the insurance benefits

As a benefit of membership, Stall Holder and Organiser members of Traders Voice Association of Stall Holders & Organisers Limited (Traders Voice) get an automatic right to access the public liability cover provided under a policy that Traders Voice has entered into with the insurer QBE Insurance (Australia) Limited (QBE Australia) ABN 78 003 191 035, AFS Licence No. 239545.

Policy No. 02 A279168 PLB

By way of summary only, the Policy provides cover for a member's legal liability to pay all sums by way of Compensation (as defined) and all costs awarded, in respect of certain personal injury, property damage and advertising liability, subject to its relevant terms and conditions.

No product liability cover is provided to the above members under the Policy unless they complete a separate application, are specified as entitled to access cover by QBE Australia and pay the required additional amount. Where this is done the exclusion that applies in relation to product liability is removed for such persons.

Anyone who has the right to access the cover is called a "Covered Person" (We explain the nature of a Covered Person's right to access cover below).

A Limit of Liability of \$20,000,000 for each occurrence applies to the Public Liability cover and an aggregate Limit of Liability of \$20,000,000 for the Product Liability cover (where applicable). These limits apply to each Covered Person.

Certain defence costs are provided in addition to the Limit of Liability.

Deductibles apply and differ according to the type of Covered Person and circumstances of the claim.

The cover only applies in relation to the Business of the Covered Person as described in the Policy Schedule to the Policy and not in relation to other activities.

The above is a basic summary only for general information purposes and to understand all of the relevant terms, conditions and exclusions which apply, please read:

- The Policy Wording which sets out the standard terms, conditions, limits and exclusions of the cover;
- The Policy Schedule which amends the Policy Wording to take account of the Traders Voice arrangement. It specifies who Covered Persons are, when cover for such persons begins and ends, the business activities they are covered in relation to and any amendments to the standard terms, conditions and exclusions, including limits and deductibles/ excesses.

The above can be accessed when a person applies for membership, telephones Traders Voice on 1300 572 722, or visiting their website www.tradersvoice.com.au

The following provides some important information on the insurance you need to read and understand before you apply for membership and to access the additional product liability cover.

How to access cover under the Policy and when it begins and ends

To access:

- **public liability cover** under the Policy a person must become either a Stall Holder or Organiser member of Traders Voice. To apply for membership go to www.tradersvoice.com.au or call Traders Voice on 1300 572 722.
Access to cover starts from the time the person becomes a financial member.
- **product liability cover** under the Policy, a person must complete the product liability cover application, receive confirmation that QBE Australia has confirmed their access to the cover and pay the additional amount required (you will be told what this is after you apply)

No access to cover is provided under the Policy for products liability until QBE Australia agrees to remove the exclusion that applies in relation to product liability in relation to the relevant Stall Holder or Organiser member. A Certificate of Insurance noting the removal of the product liability exclusion will be issued once QBE Australia has agreed to its removal.

To apply for membership and where required, apply for access to product liability cover go to www.tradersvoice.com.au or call Traders Voice on 1300 572 722.

Access to both the public liability and products liability (where applicable) covers ends at the earlier of the time:

- the Period of Insurance ends; or the Policy is cancelled by QBE Australia or Traders Voice.

Certain persons associated with a covered Stall Holder or Organiser Member receive limited access to cover as Covered Persons too.

For example, Approved Contractors/Sub-Contractors of Organiser Members can be provided with limited access to cover under the Policy where approved in writing by QBE Australia and some cover is provided in relation to unnamed principals.

However, cover is essentially only provided to such persons:

- in relation to the business activities of the Member; and
- during the Period of access to cover applicable to the Member specified above.

Refer to the Policy for full details.

The Covered Persons rights

Nothing affects any right a Covered person has to claim in relation to an event that occurred prior to the time their right of access ended, subject to the terms and conditions of cover. Any acts by Traders Voice (other than Traders Voice's cancellation of the Policy) will not prejudice a Covered Person's rights to claim an insurance benefit.

QBE Australia is not obliged to notify a Covered Person of termination of the Policy, whether by QBE Australia or Traders Voice. However, if Traders Voice reasonably believes that the cover will not apply for the period represented or if the Policy is, or is likely to be cancelled or not renewed, it is obliged to take reasonable steps to promptly bring this to a Covered Person's attention unless the Covered Person will continue to be covered under a policy that provides substantially similar cover for the period (or the remainder of the period) for which it was represented that the Covered Person would be covered. If Traders Voice fails to comply with this obligation and the Covered Person suffers loss or damage as a result, Traders Voice is obliged to compensate the person for their loss.

Cover is only provided for or in relation to any Personal Injury, Property Damage or Advertising Liability which occurs

- after a Covered Person's right to access cover commences and before their right to access to cover ends; and
- during the Period of Insurance.

To confirm your right to access the cover and currency of the Policy contact Traders Voice go to www.tradersvoice.com.au or call Traders Voice on 1300 572 722.

What is the nature of a Covered Person's right to access cover under the Policy?

A Covered Person falls within the category of people who receive the right to access the insurance benefits under the Policy pursuant to Section 48 of the Insurance Contracts Act 1984 (Cth). A Covered Person has a right to make a claim under the Policy directly with QBE Australia for the relevant insurance benefits as if they were the Insured.

A Covered Person is not the contracting insured under the Policy and does not enter into any agreement with QBE Australia.

Traders Voice:

- is not an insurer and does not provide and is not liable for the insurance benefits under the policy - it is the contracting insured (in the Policy referred to as the "Insured"). Traders Voice does not act on behalf of QBE Australia or Covered Persons in relation to the insurance; and
- does not hold an Australian Financial Services Licence and is not authorised to provide any recommendations or opinions about the insurance or to otherwise provide financial product advice. Anyone wishing to access the insurance covers under the Policy as a Covered Person should consider obtaining financial product advice about it from a person who is licensed to give such advice. If you wish to avail yourself of this service, the Traders Voice Insurance Broker will contact you.

Cost of accessing the insurance cover

The membership amount payable is not a premium payable for the insurance cover. It is a membership fee that includes an amount estimated to cover the premium Traders Voice (as the contracting insured under the Policy) is required to pay QBE Australia, Traders Voice's likely administrative and other costs incurred relevant to the Policy and a profit component. The profit earned will depend on the number of people accessing the benefits and the actual administrative and other costs incurred.

The amount payable for access to Public Liability cover is non refundable for Stall Holders due to the terms of the arrangement Traders Voice has in place. For Organisers, the QBE Australia usual cancellation clause applies.

When you may not be covered

QBE Australia may not pay or may reduce the amount they pay in relation to a claim in certain circumstances (to the extent permitted by law), notably:

- if the person claiming is not a person entitled to cover at the time of the event giving rise to the claim. For example, if at the time of the event, they were not a Covered Person as defined (e.g. for the public liability cover this would mean a person who was not a financial member of Traders Voice);
- if the event resulting in the claim is outside the scope of cover detailed in the Policy (e.g. it is not covered by the cover section because it is not an event in relation to the Business as defined or occurs outside the Period of Insurance);
- if the loss or damage for which indemnity is sought exceeds the relevant Limit of Liability or is under the relevant Deductible (the amount you first have to bear in relation to each occurrence).
- if the event is otherwise excluded. For example, certain contractually assumed liabilities; or
- if the person claiming has not complied with the terms or conditions of the Policy. For example, they have not provided proper notice of a claim or legal proceedings instituted against them.

Refer to the Policy for full details of all terms, conditions and exclusions.

traders voice

QBE

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