

# 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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