



PUBLIC & PRODUCTS LIABILITY

THE INSURED:	Approved Chambers Affiliated with the Chamber of Commerce & Industry Queensland
PERIOD OF INSURANCE:	From 4.00pm 30/06/14 To 4.00pm 30/06/15
INSURER:	Vero Insurance Limited
POLICY WORDING:	Vero Steadfast General and Products Liability CGL03/14 V8145 01/03/14 A
INTEREST INSURED:	The Insured's legal liability to third parties to pay compensation in respect of death, illness, personal injury and/or property damage occurring during the period of insurance as a result of an occurrence and happening in connection with the business of the Insured or caused by any of the products sold, manufactured, supplied or distributed by the Insured
LIMIT OF LIABILITY:	Public liability \$ 10,000,000 In respect of any one occurrence or series of occurrences arising out of one event during the period of insurance Products liability \$ 10,000,000 In respect of any one occurrence or series of occurrences arising out of one event and in the aggregate during the period of insurance
SUB-LIMITS OF LIABILITY:	Property in physical and legal control \$ 500,000 In respect of any one occurrence or series of occurrences arising out of one event and in the aggregate during the period of insurance Product Recall Expenses \$ 1,000,000 In respect of any one occurrence or series of occurrences arising out of one event and in the aggregate during the period of insurance Errors & Omissions \$ 500,000 In respect of any one occurrence or series of occurrences arising out of one event and in the aggregate during the period of insurance
JURISDICTIONAL LIMIT:	Australia Wide



ENDORSEMENTS:

Endorsement Number S11

Property in Your Care, Custody or Control

Increased Sub-limit Endorsement

Exclusion 3.16 (e) applicable part 3. 'What we Exclude' is deleted and replaced by the following:

- (e) notwithstanding Exclusion 3.6 'Contractual Liability', any property (except property that You own) not mentioned in Exclusions 3.16 (a) to 3.16 (d) above whilst in Your physical or legal care, custody or control whether or not You have accepted or assumed legal liability for such property. Provided that Our liability under this Exclusion 3.16 (e) shall not exceed \$500,000 in respect of any one claim or series of claims arising out of any one Occurrence.

Endorsement Number: S17

Breach of Professional Duty - Total Exclusion

Exclusion 3.5 of part 3 'What we Exclude' is deleted and replaced by the following:

3.5 Breach of Professional Duty

arising out of any breach of duty owed in a professional capacity by You and/or any person(s) for whose breaches You may be held legally liable.

Endorsement Number: S46

Product Recall Expense Coverage

We will pay to the Named Insured any Product Recall Expense necessary because the use or consumption of any Products has resulted or may result in bodily injury, death, illness or disability or physical damage to or destruction of tangible property due to:

- 1 the accidental omission of a substance or the accidental introduction or substitution of a harmful or damaging substance in the manufacture of the Product; or
- 2 any unintentional error or deficiency in the manufacture, design, blending, mixing, compounding or labelling of the Product; or
- 3 a ruling of a government or other regulatory body requiring the Named Insured to recall any Product as a result of any of the matters set out in paragraphs 1 or 2 above.

Coverage is subject to:

- (a) the Named Insured first discovering during the Period of Insurance that the use or consumption of any Product has resulted or may result in bodily injury, death, illness or disability or physical damage to or destruction of tangible property; and
- (b) the bodily injury, death, illness or disability or physical damage to or destruction of tangible property being indemnifiable in respect of Products liability; and
- (c) Our maximum liability in respect of this extension for all Product Recall Expenses during the Period of Insurance not exceeding \$1,000,000.

Amendment to Exclusion 3.19 Product Recall:

This exclusion shall not apply to coverage provided under this Product Recall Expense Coverage.

Additional Exclusion:

We do not cover any liability for Product Recall Expense directly or



indirectly caused by or arising from:

- (a) any Product of the same trade or brand name but which is of a different batch, code or other identification from the Product for which Product Recall Expense cover has been provided;
- (b) inherent deterioration or decomposition of any Product or its packaging;
- (c) loss of customer approval or confidence, or any costs incurred to regain customer approval, or other consequential loss;
- (d) Your knowledge at the inception of this Policy of any pre-existing condition of the Product that may result in a claim under this Policy;
- (e) mislabelling or non-labelling of any Product or any container or packaging in relation to a 'use by' or 'best before' date authorised or required by a government agency or other statutory or regulatory authority;
- (f) continued use of materials that have been banned or declared unsafe by a government agency or other responsible body; or
- (g) Your errors or omissions of which employees, officers or directors of the Insured knew or ought to have discovered on reasonable enquiry.

Additional Definition:

Product Recall Expense means:

the reasonable and necessary costs and expenses incurred by You in relation to effecting the recall of a Product for:

- 1 communications to customers and the public, including media announcements;
- 2 external advice to prepare such communications;
- 3 transporting any recalled Product to a place designated by You;
- 4 the hiring of necessary additional persons to conduct the duties performed by Your regular employees who are involved in effecting the recall of a Product, and the hiring of necessary additional storage space;
- 5 additional remuneration paid to employees (other than salaried employees);
- 6 expenses incurred by employees for transport and accommodation; and
- 7 disposing of any recalled Product that cannot be reused.

All payments made in respect of this Coverage will be part of and not in addition to the Limit of Liability for claims arising out of Products.

Endorsement Number: S49

Product Errors or Omissions Coverage

Notwithstanding Exclusion 3.5 'Breach of Professional Duty' We will pay to You or on Your behalf all sums which You become legally liable to pay as Compensation in respect of financial loss solely and directly attributable to any negligent act, error or omission committed or alleged to have been committed by You or on Your behalf in connection with Your Products.

Coverage is subject to:

- 1 such act, error or omission occurring after the inception date of this policy; and
- 2 such act, error or omission occurring within the Geographical Limits; and



- 3 a demand for Compensation being first made against You and notified to Us during the Period of Insurance; and
 - 4 Our maximum liability in respect of this extension for all claims payable during the Period of Insurance not exceeding \$500,000.
- Subject otherwise to the terms, General Conditions, Claims Conditions and exclusions of the Policy.

Endorsement Number: S50

Aircraft, Hovercraft or Watercraft Exclusion Amendment

Exclusion 3.2 (b) applicable part 3. 'What we Exclude' is deleted and replaced by the following:

3.2 (b) the ownership, operation or use by You of any Watercraft or Hovercraft exceeding fifteen (15) metres in length, whilst such Watercraft or Hovercraft is on, in or under water.

Proviso (iv) of this Exclusion 3.2 is also deleted and replaced by the following:

(iv) hand propelled or sailing craft exceeding fifteen (15) metres in length, whilst such craft is in territorial waters.

EXTENSIONS:

Conditions/Extensions as per policy

EXCLUSIONS:

- War and invasion
- Acts of terrorism
- Radioactivity and nuclear material
- Employment liability
- Property in custody or control
- Product defect and/or recall
- Aircraft, watercraft and hovercraft
- Contractual liability
- Professional liability
- Libel and slander
- Pollution
- Asbestos
- Fines and penalties
- Other exclusions as per policy

DEDUCTIBLE/EXCESS:

Personal injury to labour hire, contractors and subcontractors inclusive of costs and expenses	\$	10,000
All other losses	\$	1,000