

General Public & Product Liability Insurance

SUMMARY OF CHANGES

Effective: Policies due on or after 1st July 2023.

Introduction

We have updated our General Public & Product Liability Insurance, Product Disclosure Statement and Policy Wording.

This document provides a summary of the key changes made. This document is not exhaustive in addressing general editing to improve or update the language of the policy. It is important to read the new wording so that you understand the cover available to you. If you have any questions these should be directed to your Insurance Broker.

(This Summary of Change Document Is a guide only and does not form part of your policy).

SUMMARY OF CHANGES REMOVED, UPDATED OR ADDED

- Definition of Cyber-attack has been removed
- Definition of Electronic Data has been removed
- Definition of Foster Care has been updated
- Definition of Out-of-Home-Care (OoHC) has been updated
- Sanctions Clause has been updated
- Exclusion 12. *High Risk Activities* has been updated
- Exclusion 15. *Information Technology* has been updated and renamed to “*Information Technology, Electronic Data and Cyber Exclusion*”
- Exclusion 16. *Infectious Diseases* has been updated
- Exclusion 25. *Public Demonstrations, Rallies or Protests* has been updated
- Exclusion 28. *Terrorism* has been updated
- Exclusion 31. *War, Confiscation* has been updated

Changes to General Public & Product Liability Insurance

Definitions applicable to this policy

CYBER ATTACK

This definition has been deleted and is now addressed within the "*Information Technology, Electronic Data and Cyber Exclusion*".

ELECTRONIC DATA

This definition has been deleted and is now addressed within the "*Information Technology, Electronic Data and Cyber Exclusion*".

FOSTER CARE

foster care shall mean services to children who cannot live with their birth families where a child is placed in the home of a foster carer or kinship carer or in a voluntary care arrangement.

OUT-OF-HOME-CARE (OOHC)

Out-of-home-care (OoHC) means a temporary, medium or long-term living arrangement for individuals unable to live in their birth family home for whatever reason including **foster care** arrangements and accommodation facilities for residential care, secure welfare or crisis care. **Out-of-home-care** does not mean licensed residential aged care or retirement living facilities or licensed residential disability accommodation but strictly only in circumstances where staffed around the clock by multiple, professional, qualified carers operating on a 24/7 roster with an appropriate supervisory regime.

Conditions applicable to the policy

SANCTIONS

We shall not be deemed to provide cover or be liable to pay any **claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **claim** or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, European Union, United Kingdom or United States of America.

What is not covered

EXCLUSION 12. HIGH RISK ACTIVITIES

12. High Risk Activities

- 12.1 any of **your operations** or any other activities organised by **you** which involve any of the following: motor races, motor rallies, motor speed tests, motocross, trail bikes, dune buggies, quad bikes, go karts, mountain biking, horse / pony riding, canyoning, caving, rifle/firearms, paintball, skirmish and other forms of shooting, hang gliding, parachuting, para gliding, hot air ballooning, aerial activities, white water canoeing/kayaking/ rafting (above class 2 rapids), water sports with power boards or water skiing, scuba diving, vertical and horizontal bungee jumping, gladiator games, abseiling, rock climbing, high ropes courses, trapeze, zip-lines, rock walls, martial arts, boxing, amusement arcades, parks or rides, commercial fairgrounds, bouncy/jumping castles and/or use of any other inflatable device, trampolining, fireworks or fire walking.

Provided that this exclusion 12.1 shall not apply to such of the above activities that **we** have agreed by endorsement to this **policy** to cover subject always to the terms and conditions of the endorsement and the terms, conditions and exclusions of this **policy** and to the **limit of liability** specified in the **certificate of insurance**.

EXCLUSION 15. INFORMATION TECHNOLOGY, ELECTRONIC DATA AND CYBER EXCLUSION

15. Information Technology, Electronic Data and Cyber Exclusion

- 15.1 **your** use or design of **computer systems** or programs but this exclusion shall not apply to liability to pay compensation arising out of:

- a. **your** normal everyday use of the internet for email, intranet and associated activity;
- b. any material on **your** website in support of **your products** or services;

- 15.2 any damage to any **computer system, electronic data**, programs or storage media involving the use or provision by **you** or on **your** behalf of:

- i. any computer hardware or software;
- ii. any computer or telecommunications services;

- 15.3 any computer hardware or software of any third party, whether authorised or unauthorised, including any damage caused by any computer virus.

- 15.4 any unauthorised, malicious or criminal act which results in the access to or disclosure of any individual person's or organisations confidential or personal information, including any trade secrets, processing methods, customer lists or information, financial information, credit card information, health, medical or clinical information or any other type of information that is not publicly available;

- 15.5 any partial or total unavailability, threat or hoax thereof, corruption, error or omission, loss of use or misuse of, failure, destruction, theft or inability to access, process, use or operate any **computer system** or **electronic data**;

Provided that this exclusion shall not apply to **bodily injury** or **damage to property** arising out of the circumstances described in 15.4 and 15.5 above.

For the purposes of this exclusion only:

- a) **computer system** means any computer, hardware, software, communication system, electronic device (including but not limited to, any smart phone, laptop, tablet or wearable device), firmware, server, cloud and the data stored thereon, as well as associated input, output or data storage devices, networking equipment of back up facility.

- b) **electronic data** means facts, concepts, information, code or any other information of any kind that is recorded, converted or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system.
- c) **bodily injury** means death, physical bodily injury, sickness or disease sustained by a person. Bodily Injury does not include mental impairment, mental injury, mental anguish, mental illness, shock, fright, loss of consortium, humiliation, **discrimination**, defamation or any injury arising out of invasion of privacy or breach of confidentiality.
- d) **damage to property** means loss of, physical damage to or destruction of tangible property including the loss of use resulting therefrom. Tangible property does not include **electronic data**.

EXCLUSION 16. INFECTIOUS DISEASES

16. Infectious Diseases

- 16.1 Highly pathogenic avian influenza in humans; or
- 16.2 Any disease(s) determined to be a listed human disease pursuant to subsection 42(1) of the Biosecurity Act 2015 (Cth), or any subsequent amendment, replacement or successor legislation of the Commonwealth of Australia, including delegated legislation; or
- 16.3 Any pandemic or epidemic, as declared as such by the World Health Organisation; or
- 16.4 Any mutation of the diseases described in 16.1 to 16.3 inclusive.

Including any fear or threat thereof (whether actual or perceived) or action taken by a competent public authority in controlling, preventing or suppressing such disease.

EXCLUSION 25. PUBLIC DEMONSTRATIONS, RALLIES OR PROTESTS

25. Public Demonstrations, Rallies or Protests

property damage and/or **personal injury** caused by participants in any public demonstration, rally, riot, strike, civil commotion or protest organised or attended by **you**.

EXCLUSION 28. TERRORISM

28. Terrorism means any **terrorism act**, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or any action taken in controlling, preventing, suppressing, retaliating against, responding to or any way relating to a **terrorism act**.

EXCLUSION 31. WAR, CONFISCATION

31. War, Confiscation

- 31.1 war, civil war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), mutiny, rebellion, revolution, insurrection, uprising, military or usurped power;
- 31.2 confiscation, lawful seizure, nationalisation, requisition of, or damage to, property by or under the order of any public or local authority or government de jure or defacto, martial law.

Contact us at 1300 650 540 or insure@ansvar.com.au.
Or visit our website at ansvar.com.au to find out more information.

Ansvar Insurance Ltd.

ABN 21 007 216 506 | AFSL 237826

Member of the Ecclesiastical Insurance Group.