

# Policy Endorsement

## Definitions

---

Your Business Insurance Policy Wording is amended to include the following definitions:

**Exhibit** means an organised gathering such as a trade fair, seminar or similar gathering for exhibition purposes.

**Market** means an organised market where a group of market stall holders gather to sell their wares.

**Market Stall** means the actual physical benches, cabinetry, flooring, partitioning and panels used to display the insured's wares, and includes the area specifically hired or leased to erect the market stall.

**Qualified person** means a person who is formally qualified to perform a service. Where formal qualifications are not required by a person to perform a task but, are required by a manufacturer of a device or supplier of a product to have undergone training and pass a test of competency in the use of such, then if a claim arises where a person wasn't qualified by such manufacturer or provider then that person shall not be regarded as a qualified person under the policy.

## Non-cancellable Policy

---

The paragraph "Cancellation during the cooling off period" on page 2 of Part 2 of the Product Disclosure Statement and the paragraphs "How you may cancel" and "How we may cancel" on pages 14 and 15 of Part 4 of the Product Disclosure Statement are deleted and replaced with the following "This policy is non-cancellable and no premium refunds are given."

## Legal Liability

The following endorsements are active for this cover:

### Exclusion of Amusement Rides

---

We will not be liable if the **legal liability** arises in connection with **the business** either directly or indirectly out of, or is caused by, through, or in connection with jumping castles or similar flexible inflatable structures, carnival/ amusement rides or animal rides. Subject otherwise to the terms, conditions, definitions and exceptions of your policy.

### Exclusion for Leased Space

---

We will not be liable if the **legal liability** arises in connection with **the business** either directly or indirectly out of, or is caused by, through, or in connection with the occupation by lease or tenancy agreement by you of any space within the legal boundaries of a shopping centre.

For the purposes of this exclusion, paragraph "12. Guarantees and contracts" under the what we exclude column (see Part 4 of the Product Disclosure Statement, Section 7) does not include any lease or tenancy agreement for **premises** which are at a shopping centre. Subject otherwise to the terms, conditions, definitions and exceptions of your policy.

### Product and known defects

---

We will not be liable for any claims for **legal liability** directly or indirectly arising out of or in connection with

- (a) damage to your **products** if that damage is attributable to any defect in them or their harmful nature or unsuitability.
- (b) any defect or deficiency in your **products** of which you or your agents have knowledge or have reason to suspect at the time when your **products** pass from your actual physical custody or from the actual physical custody of any person under your control.



## Limit for Public Liability

---

Cover for legal liability is limited to **occupiers liability**. We will not be liable for any claims for **legal liability** other than **occupiers liability**.

**Occupiers liability** means **legal liability** arising out of your **market stall** or display's occupancy of leased space, at a **market** or fair provided that such liability

- 1) arises from circumstances in direct connection with your usual **business**; and
- 2) is not assumed in agreement by you, where in the absence of such agreement you would not be legally liable.

The period of cover will extend to the 24 hours before and after the official **market** and or **Exhibit** period for the purposes of setting up, removal, rehearsal and night before shows. However, the **period of insurance** is the period within which an **occurrence** must occur for a claim to be indemnified by this policy;

- (a) For **market stall** holders this policy will only respond to claims for person injury and property damage which arises from an occurrence connected to your occupation of a market stall during the **period of insurance** at a **market** for which you are insured.
- (b) For exhibitors at trade fairs and similar exhibitions, this policy will only respond to claims for **personal injury** and **damage to property** which arise from an occurrence connected to or your occupation or participation of an exhibition during the **period of insurance** at or during the exhibition for which you are insured.

## Food Safety requirements

---

We will not be liable for any claims for **legal liability** directly or indirectly arising out of or in connection with your non-compliance with the Food Safety Practices and General Requirements Standard 3.2.2 set out by the Food Standards - Australia and New Zealand during the preparation and/or sale of food and food related items.

## Exclusion of Products Liability for Market Stalls

---

We will not be liable for any claims for legal liability directly or indirectly arising out of or in connection with the following **products** (including demonstration, manufacture or sale) or services.

- Seafood or smallgoods.
- Second hand mechanical or electrical goods.
- Toys or games.
- Model or remote control aircraft, watercraft or vehicle of any size.
- Power Tools.
- Medicinal or pharmaceutical remedies or treatments, or, medical, remedial or beautification equipment or any device designed to pierce the skin including but not limited to the application of any tattoo or body piercing item.
- Beauty products, cosmetics, soaps, fragrances or essential oils that you have manufactured, imported, repackaged, relabelled or rebranded.
- Cigarettes or Cigars of any kind including electronic cigarettes, electronic vaping devices, personal vaporizer, or electronic nicotine delivery system, or any consumable component.
- Any tobacco products, including synthetic or herbal tobacco, or any product designed to replicate the effects of tobacco or any other drug; or, smoking paraphernalia.
- Dangerous, hazardous or flammable goods.
- Vehicles (including bicycles), motor vehicles, watercraft or aircraft, or, equipment or parts used for the navigation, safety or to provide motive power to any vehicle or craft.
- Safety equipment (including for sporting, industrial or domestic use).
- Weapons or firearms of any kind including (but not limited to) knives, swords, firearms, ammunition or any device requiring a license to possess or use due to its dangerous aspects.
- Load bearing equipment including scaffolding, ladders, and steps or rigging devices.
- Animal Feed intended for animals other than domestic pets.
- Sporting, exercise or physical training equipment.
- This exclusion prevails to the extent of any inconsistency with other provisions of the policy or schedule.