

What's changed

General Public and Product Liability Insurance Policy

This document outlines the changes between the previous versions of the QBE General Public & Product Liability Policy (Document Reference # QM2367-0516 and QM2367-0719) and the new version (Document Reference # QM8341-0819).

Generally			
Layout	Clarification	New customer-friendly layout to assist in navigation.	
Tone of voice	Clarification	Entire wording rewritten in QBE's polite-professional tone of voice, while conserving meaning. Punctuation modernised. For example, bullet points no longer terminate in semicolons unless necessary for clarity, since the list already divides the items.	
Definitions	Clarification	Definitions that apply to one section only have been moved to that section.	
Scenarios	Clarification	Claims scenarios added to illustrate the operation of selected covers and exclusions.	

1. What you're covered for (previously contained in section '1. Definitions' and section '2. Cover')			
Heads of liability	Clarification	Definitions of Personal Injury, Property Damage and Advertising Liability have been added to the coverage section underneath the insuring clause, for ease of reference.	Clauses 1.2, 1.3 and 1.4
Personal injury	Clarification	Definition of personal injury has been simplified. Exclusion for assault and battery the insured commits or directs has been moved from 'Personal injury' definition to 'Assault and battery' exclusion (clause 2.4).	Clause 1.2
Advertising liability	Benefit	Definition of advertising liability has been simplified and also extended to include unintentional breach of the misleading or deceptive conduct provisions of consumer protection laws.	Clause 1.4.
Defence of claims	Benefit	Cover extended to include: <ul style="list-style-type: none"> premium payable for appeal bonds, release attachment bonds and bonds for the security of costs, in relation to a claim up to \$250,000 for legal representation at a coronial inquest, royal commission or other government enquiry into an Event or claim and up to \$100,000 loss of earnings if we ask the insured to attend a hearing. 	Clause 1.5
Deductible	Clarification	Moved to Section 3 Claims and reworded.	Clause 3.3

2. What you're not covered for (previously '3. Exclusions')			
Aircraft	Benefit	Allowance for incidental cover for remotely piloted aircraft systems (drones) used in the insured business.	Clause 2.2
Watercraft	Benefit	Incidental cover for watercraft increased to 15 metres, previously 10 metres.	Clause 2.2
	Benefit	Incidental cover introduced for human- or wind-powered watercraft when: <ul style="list-style-type: none"> the insured uses for business entertainment and someone else owns and operates or it is used by an independent contractor for whom the insured is vicariously liable (but not if the insured has entered into a charter party contract). 	
Assault and battery	Clarification	Exclusion for assault and battery the insured commits or directs moved from 'Personal injury' definition (clause 1.2)	Clause 2.4
	Clarification	Incidental cover for 'assault and battery reasonably necessary' applies to acts done at the direction of the named Insured or its Australian subsidiaries.	
Electronic Data	Clarification	Electronic Data definition has been simplified.	Clause 2.7
Product Defect	Clarification	Exclusion reworded to clarify intent.	Clause 2.14
Professional liability	Benefit	Incidental cover introduced for advice about the use or storage of your Products.	Clause 2.16
Property in custody or control	Benefit	Incidental cover introduced for car spare parts and accessories.	Clause 2.17
	Benefit	Incidental cover for property temporarily in your physical or legal control limit increased to \$250,000, previously \$100,000.	
Radioactivity	Benefit	Incidental cover introduced for radioisotopes or radium used: <ul style="list-style-type: none"> away from where they are manufactured and only incidentally to ordinary industrial, educational, medical or research activities. 	Clause 2.19
Sanctions	Clarification	Exclusion added to make obligations explicit.	Clause 2.20
Sexual molestation	Clarification	Renamed 'Sexual Abuse'.	Clause 2.21
Tobacco	Benefit	Exclusion omitted (formerly clause 3.23).	N/A
Vehicles	Clarification	Introduced to ensure that the vehicles exclusion does not affect incidental cover provided under care, custody and control exclusion.	Clause 2.24
War	Clarification	Exclusion reworded and simplified	Clause 2.25

3. Claims (previously '5. Claims')			
GST	Clarification	Explanation expanded.	Clause 3.4
Recovery from third parties	Clarification	Waiver of recovery from insured parties made explicit.	Clause 3.7
	Benefit	Waiver extended to insured's parent companies and majority shareholders (unless otherwise insured).	

4. Things you should know – Other important information (previously 'General Information for General Public and Product Liability Policy')			
Duty of disclosure	Simplification	Duty of disclosure notice omitted from policy wording but may be contained in the insurance application form	N/A
Resolving complaints and disputes	Simplification	Reference to the External Dispute Resolution Scheme (formerly FOS, now AFCA) removed	Clause 4.13

5. Definitions (previously '1. Definitions')			
'Business'	Clarification	Extended to include: <ul style="list-style-type: none"> • promotional events and sponsorship arrangements and • childcare services. 	Clause 5.2
'Certificate of insurance'	Clarification	'Policy schedule' renamed.	Clause 5.3
'Policy period'	Clarification	'Period of insurance' renamed.	Clause 5.11
'Products'	Clarification	Extended to any goods that the previous owners of the insured's business produced, etc.	Clause 5.12
	Benefit	Extended to include goods the insured or previous business owners packaged, bottled or labelled.	
'You' and 'your'	Clarification	Divested subsidiaries covered for occurrences before divestment	Clause 5.16
	Clarification	Contracting insureds distinguished from third parties entitled to cover.	
	Benefit	Cover extended to: <ul style="list-style-type: none"> • named insureds' and Australian subsidiaries' directors, executive officers and Employees, and accompanying family members on any commercial trip or function in connection with the insured's Business and • Employee superannuation funds or pension schemes the named insured manages (or is managed on its behalf), including trustees and directors of corporate trustees unless the fund has a corporate fund manager. 	

Any questions?

If you have any questions about these changes, please feel free to reach out to your local Business Relationship Manager.

The purpose of this document is to provide a summary of recent changes to the General Public and Product Liability Policy Wording. The information contained in this document is not intended to be a substitute for professional advice in relation to the policy.

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