2026/27 Member Insurance Summary

Landcare Victoria Inc.

A0011936S

CONFIDENTIAL

Landcare Victoria Inc.
ABN 69 561 995 226 | INC A0011936S
PO Box 509, FLINDERS LANE VIC 8009
landcarevictoria.org.au

Table of Contents

1 Member Insurance Service 2026/27

1.1 Purpose of this document

This document is prepared for financial, full members as a general guide to the insurance arrangements established by Landcare Victoria Inc (Landcare Victoria) for the benefit of members in the 2026/27 membership year.

Members should read this document carefully to be confident their activities are within the scope of insurance coverage and that they are conforming with all the conditions required.

All member insurance enquiries must be directed to Landcare Victoria as the primary policy holder – members must **NOT** contact the insurance provider(s) directly.

CONFIDENTIALITY

This document is **NOT** to be shared with external parties or in publicly accessible formats. Details of member insurance policies are provided to financial, full members of Landcare Victoria in confidence.

1.2 Included cover

The member insurance program includes three (3) policies:

Policy 1: Public and Product Liability Insurance

Policy 2: Voluntary Workers Personal Accident Insurance

Policy 3: Association Liability Insurance

All coverages in relation to the described policies are subject to the terms, conditions and exclusions contained in the respective policies issued by the insurer. Refer to **section 2**, **3** and **4** for further information about each policy. Detailed policy schedules and wordings are available on request.

Insurance cover is a service only provided to current financial, full members of Landcare Victoria.

1.3 Insured

Landcare Victoria and its declared members, which includes all subsidiary companies for their respective rights and interests, including but not restricted to: Landcare groups, Landcare networks, other endorsed groups with similar purposes, Associations of endorsed groups, Committees of Management, Boards, sub-committees, sub-groups, working parties, host families, volunteers, individual persons carrying out authorised Landcare or Catchment Management Authority activities, and non-government employees of Landcare Victoria's declared member organisations.

1.4 Business of the insured

The business of the insured is landcare which principally comprises activities such as monitoring, planning, development, capacity building, education, promotion, business administration, communication, demonstration and implementation of improved land, water, vegetation and pest management practices on agricultural land, bushland, parkland, waterways and coasts.

The business of landcare includes recruitment, coordination and supervision of volunteers to undertake activities. These volunteers may be members of Landcare Victoria Inc and its member organisations, or people, groups and schools offering voluntary support for landcare activities.

Landcare Victoria Inc and its member organisations may employ staff, works crews, individuals on work placements, trainees, Centrelink mutual obligation workers, and contractors to organise and implement landcare activities.

Landcare Victoria Inc. advocates on behalf of members for Landcare support, funding and improved land, water, vegetation and pest management practices. Landcare Victoria members may advocate on local issues in support of their purposes, but it is not their primary activity.

Landcare Victoria and its members engage in fundraising activities that may include the production and sale of seeds, plants, foods, arts and crafts, and other items. Landcare Victoria and all members are not-for-profit organisations and all revenues earned are used to achieve landcare purposes.

1.5 Declared activities

Landcare Victoria and its members engage in a wide range of activities, including but not limited to:

ON-GROUND WORKS

- Application of fertilisers and herbicides
- Burning off with formal risk management plan in place
- Erosion control
- Exclusion fencing
- Litter removal and environmental clean-ups, including in-water and on-beach
- Planting and revegetation
- Pruning and mulching
- Trail maintenance
- Vegetation management
- Weed control, including woody weed control
- Site/paddock/farm tour
- Water level reading/monitoring

FOOD SYSTEMS

- Community gardening
- Beekeeping
- Local food co-operatives/produce sharing
- Making/selling foodstuffs as a fundraising activity

BIODIVERSITY MANAGEMENT

- Animal rescue and rehabilitation
- Wildlife surveys, birdwatching and counts
- Wildlife photography, use of trail cameras
- Drone use for commercial surveying, photography, filming, mapping, and monitoring activities ONLY
- Mapping
- Pest animal control including:
  - Use of firearms with formal risk management plan in place (policy exclusions apply)
  - Authorised use of Schedule 7 1080 poison
  - Use of pindone to control rabbits
  - Soft jaw trapping for foxes
  - Cage trapping for cats
  - Use of fumigants to control rabbits and foxes
  - Government approved bio control
- Plant propagation/sales
- Production and installation of nesting boxes
- Seed production and collection
- Shallow water swimming, snorkelling, and canoeing/kayaking
- Species identification
- Water sampling and quality testing
- Weather monitoring

ENGAGEMENT & COMMUNICATION

- Bus trips
- Camping trips
- Citizen science projects
- Environmental education and awareness
- Conferences/forums/events
- Corporate volunteering activities
- Displays/stalls/exhibitions
- Environmental education
- Field days
- Land management advice
- Making/selling/distributing recycled products
- Media liaison

- Policy analysis, advocacy and campaigning
- Publishing newsletters, brochures and guides
- Running visitor information centres
- School excursions and junior landcare activities
- Social media, websites and other online communications
- Workshops, training and demonstrations
- Writing and publishing newsletters, guides and reports

GOVERNANCE

- Business and Human Resources administration, and advice
- Fundraising
- Grants administration and auspicing
- Meetings
- Project management, monitoring and reporting

Policy exclusions and conditions may relate to the above list of activities – refer to the general conditions, policy-specific conditions and exclusions listed in this document for further information.

Members wishing to undertake unlisted or higher risk activities (see **section 1.7**) must discuss their proposals with Landcare Victoria.

1.6 General conditions

To be included in the insurance arrangements established by Landcare Victoria, members must:

1. Be financial, full members of Landcare Victoria at the time of the incident
2. Comply with the Constitution of Landcare Victoria and any relevant legislation
3. Comply with requests for information which include completing the annual Membership Renewal Census and maintaining up-to-date membership lists
4. Make all reasonable efforts to record participant details at all landcare events and maintain records for 7 years
5. Obtain written landholder permission for activities and comply with any landholder requirements
6. Take all reasonable care in terms of appropriate risk management
7. Ensure health and safety obligations are met when conducting activities
8. Advise Landcare Victoria of any activities outside the business description
9. Advise Landcare Victoria of any activities that are higher risk
10. Advise Landcare Victoria of any event with potentially greater than 250 attendees
11. Ensure all payment for labour is related to an agreed contract of employment or services

12. Ensure all independent contractors engaged to undertake work hold appropriate insurance and licenses relevant to the type of work being undertaken
13. Avoid entering into contracts with “hold harmless” or “indemnification” clauses
14. In the case of an incident, **NOT** admit liability or fault, and inform Landcare Victoria as soon as possible
15. Inform Landcare Victoria of any actual or alleged facts the member knew or should have reasonably known might give rise to a claim or an investigation, and provide all relevant information if a claim arises

1.7 Higher risk activity conditions

A number of higher-risk landcare activities have been identified. Higher risk activities are **NOT** covered unless the following conditions have been met and cover has been confirmed by Landcare Victoria where required.

DRONE USE

Any operator of a drone over 2kgs must have:

a) Remote Pilot Licence (RePL)

b) RPA Operator’s Certificate (ReOC)

CASA must be notified at least five working days prior to first commercial flight or as may otherwise be determined by CASA for any RPA weighing 2kg or less. Any planned operation of a drone over 5kgs **MUST** be referred to Landcare Victoria Inc.

FIRE

Any members planning to undertake burn activities **MUST** contact Landcare Victoria and have an approved risk management plan in place prior to undertaking such activities. Additional costs apply.

FIREARMS (EXCLUSIONS APPLY)

Planned feral pest management activities using firearms **MUST** be referred to Landcare Victoria and approved risk management measures must be in place.

Members must:

a) Ensure all individuals using firearms (including employees, paid members or non-member volunteers working on behalf of the Landcare Victoria member organisation) have the adequate license which is current

b) Ensure firearms are lawfully owned and registered

c) Ensure firearm use is incidental, not routine

LARGE EVENTS

All planned activities and events which will potentially attract more than 250 attendees **MUST** be referred to Landcare Victoria. Additional charges may apply for one-off extensions of the insurance cover to include a large event.

TRAPPING

Please contact Landcare Victoria to confirm cover of activities involving trapping of pest animals undertaken by members.

EARTHMOVING EQUIPMENT

Please contact Landcare Victoria regarding use of earthmoving equipment by members.

UNDERGROUND WORKS

All underground works or digging require that members obtain dial-before-you-dig (i.e. Before You Dig Australia) documentation prior to the commencement of work.

ALCOHOL

Ensure activity organisers have completed Responsible Service of Alcohol (RSA) program where alcohol is being consumed other than at a licensed venue and provide restricted areas if any attendees are under 18 years of age.

TREES OVER 5 METRES

Members should not be involved in pruning, lopping or removal of trees over 5 metres in height. Please contact Landcare Victoria for more information.

WELDING

Welding activities are not covered except under specific circumstances. Please contact Landcare Victoria for more information.

1.8 What to do if something goes wrong

Landcare Victoria members must:

1. Provide notice to Landcare Victoria as soon as reasonably practicable of any occurrence that may give rise to a claim
2. In the event of an incident, have incident report forms completed by witnesses and any potential claimant

3. **NOT** admit liability or make any offer, promise or payment in respect of any occurrence that may give rise to a claim
4. Keep records of all claim-related matters (including events that might lead to a claim in future) in accordance with Landcare Victoria requirements

1.9 What is not covered by the insurance service

Landcare Victoria's member insurance service is designed to include cover for the most common activities undertaken by members, but it may not meet all of your organisation's specific needs.

The insurance service does **NOT** include any policies other than those described in **sections 2**, **3** and **4** of this document. This service does **NOT** include the following classes of insurance that may be relevant to your organisation's operations:

1. Building and/or contents and asset protection insurance
2. Motor vehicle insurance
3. Travel insurance
4. Cyber insurance
5. Workers compensation/WorkCover*

*If your organisation pays workers over $7,500 p/a, it is a legal requirement for employers to cover their employees in the event of work-related injuries or illnesses.

If your organisation owns property, employs workers, or conducts activities that would require a class of insurance not listed in **section 1.2** of this summary, consider whether taking out additional insurance policies would be prudent. If unsure, please refer to the policy descriptions in **sections 2**, **3** and **4** of this document and contact Landcare Victoria with any questions.

Landcare Victoria insurance cover **cannot:**

- Be extended to other organisations through auspice agreements; or
- Be extended to partner organisations or landowners. It is advised that landowners need to have their own appropriate insurance in place, including but not limited to Public Liability cover.

1.10 Excess

Providing members fully comply with the conditions of the insurance service, Landcare Victoria will cover any excess on claims upheld by the insurer.

2 Public and Product Liability Insurance Policy

2.1 Policy summary

INSURER

Insurance Australia Limited trading as CGU

PERIOD OF INSURANCE

30th June 2026 to 30th June 2027

INDEMNITY LIMITS

- **Public liability and products:** Up to AUD $20 million for each individual incident involving personal injury, property damage by the organisation's negligence or injury or damage caused by products supplied (Bushfire Liability and molestation sub-limits apply)
- **Care, Custody and Control:** Up to AUD $250,000 for third-party property that is under the possession or care of Landcare Victoria or member organisation (for example, borrowed or loaned equipment)

COVER

The policy covers the organisation, its employees and volunteers from their legal liability to third parties for personal injury and/or property damage if proven legally liable or negligent as defined in the policy.

Includes the insured's legal liability to pay compensation in respect of:

- Injury to any person (including bodily injury, libel, slander, or defamation)
- Damage to property (third party only)
- Advertising injury (including copyright infringement arising out of advertising activities)
- Defence costs and supplementary payments

WHERE

Anywhere in Australia

GENERAL CONDITIONS

The policy is interpreted in accordance with the laws of Australia and all claims for indemnity under this policy shall be decided in accordance with those laws. The underwriters shall be entitled to take over and conduct the defence or settlement of any claim.

2.2 Additional benefits

Molestation claims alleging personal injury made against the insured, and notified to the insurer during the period of coverage, except for:

a) Molestation that occurred prior to the retroactive date*

b) Under facts and/or circumstances and claims where the insured was aware prior to 30 June 2025 and which the Insured knew or ought reasonably to have known were likely to give rise to a claim against the insured

c) Liability to indemnify any perpetrator or alleged perpetrator of molestation

*In the case of a gap in the period of coverage (i.e. the member was non-financial for any membership period since becoming a full member of Landcare Victoria), the **retroactive date** is defined as the date on which the most recent period of continuous cover commenced.

2.3 Conditions

The member must:

- Provide notice to Landcare Victoria as soon as reasonably practicable of any occurrence that may give rise to a claim
- Give no admission, offer, promise or payment in respect of any occurrence that may give rise to a claim
- Exercise reasonable care that only competent workers and/or employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition
- Take all reasonable precautions to prevent injury and damage, prevent the manufacture, sale or supply of defective products and ensure that workers, servants and agents comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons/property
- Be able to supply evidence of calling Before You Dig Australia (BYDA) for any activities (including planting) that could affect underground services

Specific activities:

- **Firearms:** If using firearms for feral pest management, have an adequate current license and be able to supply evidence, undertake risk management and liaise with the local police regarding the activity date, location and time
- **Events:** Advise Landcare Victoria of any event with potentially greater than 250 attendees and for those events supplying alcohol
- **Food:** Food co-operatives are only covered if foods are locally sourced (i.e. not imported) through suppliers and if making own foods/growing produce, all relevant food safety and hygiene guidelines and appropriate risk management procedures are followed

- **Equipment Hire**: where equipment is hired to a non-member, the conditions of hire are to include a requirement for the non-member to sign a hiring disclaimer. Contact Landcare Victoria for a sample 'Agreement of Hire and Plant Equipment form'
- **Fire activities**: all fire related activities undertaken by the member require an approved extension (additional costs apply). All fire related activities **MUST** be communicated to Landcare Victoria and conducted under the supervision of the relevant burn authority where applicable. A risk management plan must be in place prior to undertaking any such activities

2.4 General exclusions

- Any liability arising out of negligence, breach of contract or breach of duty
- Any alleged or actual fraudulent, dishonest, malicious, wilful or criminal act or omission of the Member or any person covered by the policy
- Injury to any person in the course of, or arising out of their service or employment, whether or not a contract for service or employment exists
- Claims arising from facts and/or circumstances existing prior to the period of insurance of which the member had become aware and which the member knew, or ought reasonably to have known were likely to give rise to a claim against the member
- Liability from participation in any contact sports (Contact Landcare Victoria if you are planning any bike riding events)
- Pandemic related loss or liability
- **Firearms:** this Policy does not cover any liability arising out of or in any way connected with the possession, use, handling, discharge, storage, or transport of firearms or ammunition other than accidental Property Damage caused directly by the insured during incidental firearm use, provided such use is lawful, not the Insured's primary business activity, and not conducted in public locations
- Cyber related loss or liability

2.5 Additional exclusions

- **Contractual Liability:** Any liability assumed by the member under any contract or agreement unless only to the extent that such liability would have been implied by law; or unless the liability arises under any written indemnity agreement with a government department in respect of funding for any business activities or for hire or use of premises or land, provided that such liability does not arise out of any wilful, unlawful or negligent act or omission of the government department
- Injury to an employed person for which insurance against such liability is or would have been provided to the member through licensed self-insurance or under a policy in a form prescribed or approved under or issued in pursuance of any Workers' Compensation or Accident Compensation legislation applicable to the member

- Injury caused by or arising out of any individual's participation in any performance, sport, game, contest, demonstration or display involving: gymnastics; military or equestrian skill; bungee jumping, skydiving, aerial activities, mountaineering, unsupported rock climbing, abseiling, swimming without supervision, or winter sports other than skiing or snowboarding; motor vehicle or motorcycle racing or rallies; or the use of any firearms, missiles, weapons or explosives, or participation in a rally, protest or demonstration not of a peaceful nature
- Property damage to property owned, held in trust or otherwise in the member's care, custody or control other than: personal property of Directors, employees and visitors; premises leased rented or loaned to the member where there is no contractual requirement for the member to hold insurance for property damage
- Ownership, possession or use by the insured of any aircraft
- Ownership, possession or use by the insured of any watercraft exceeding 8 meters in length (unless such craft are not owned by the member, operated by independent contractors and not under a Charter Party Agreement)
- Welding Liability arising out of or in any way connected with any:
    - **i.** Arc or flame cutting;
    - **ii.** Flame heating;
    - **iii.** Arc or gas welding;
    - **iv.** Electric or oxy-acetylene laser cutting and/or spark producing equipment; or
    - **v.** Similar operation to i. to iv. above in which welding equipment is used, unless such activity is conducted in strict compliance with all relevant Australian Standards
- Fines, penalties and/or liquidated damages imposed by law or assumed by the member under any contract, warranty or agreement
- Asbestos, asbestos products and/or products containing asbestos
- **Silica exposure:** liability arising out of or in any way connected with the inhalation of, or exposure to silica in any form
- **Protest and demonstration:** attendance to rally, demonstration, protest or similar
- Pollution, meaning the discharge, dispersal, seepage, release or escape of smoke, vapours, fumes, acids, alkalis, chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or water.

  Liability for Injury to any person and/or Property Damage arising out of Pollution is excluded, as well as the cost of preventing, removing, nullifying or cleaning up any seeping, contaminating or polluting substances.

  Exception to the pollution exclusion: where the liability arises from a sudden identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place. Any costs and expenses incurred in the prevention, removing, nullifying or clean-up of such Pollution, are also covered where these incurred consequent upon a sudden identifiable, unintended and unexpected event

Any liability arising out of the discharge, dispersal, release or escape of legionella bacteria is also covered

Taking reasonable precautions with respect to the use of herbicides and pesticides would include, but is not limited to:

- Complying with environmental laws and regulations relating to the use of herbicides and pesticides
- Complying with the manufacturer's usage requirements and regulations
- Obtaining the permission of all landowners

- Motor vehicles or trailers for which compulsory insurance is required by legislation other than where:
  - Compulsory liability insurance or a statutory scheme does not provide indemnity for reasons that do not involve a breach of legislation relating to vehicles by the insured
  - Such injury and/or property damage caused by or arising from the loading or unloading of, or the delivery or collection of goods to or from any vehicle beyond the limits of any carriageway or thoroughfare
  - The vehicle used in work undertaken by or on behalf of the Insured but not is in the physical or legal control of the Insured
  - The vehicle has a tool or plant forming part of, attached to or used in connection with it while such tool or plant is engaged on a work site

3 Voluntary Workers Personal Accident Insurance Policy

3.1 Policy summary

INSURER

Berkshire Hathaway Specialty Insurance

PERIOD OF INSURANCE

30th June 2026 to 30th June 2027

COVER AND BENEFITS

Provides for payment of benefits for accidental injury or death of volunteers and members whilst carrying out activities on behalf of and at the direction of the member, or direct travel to and from such activities. Nil age limits providing the person is able to take direction and work independently.

In Victoria, any organisation with a total payroll of $7,500 p/a or more must hold a separate WorkCover policy for workers compensation.

Benefits include:

- **Death and capital benefits:** up to $250,000
- **Weekly income benefits:** up to $1000 pw
- **Medical expenses (12 months from date of injury only), excluding any such costs wholly or partially covered by Medicare:**
  - Up to $15,000 per claim (Australian Resident)
  - Up to $7,500 per claim (Non-Australian Resident/non-Medicare)

Loss of income cannot be claimed where a person does not earn a normal income.

WHERE

Anywhere in Australia

COVERED ACTIVITIES

In respect of voluntary workers, the cover applies to those injuries suffered by a person whilst actually engaged in voluntary work or necessary direct travel to and from member-sanctioned activities. The policy shall only apply in respect of such work officially organised by and under the control of the member organisation.

Coverage extends to volunteers involved in work experience, work for the dole and Centrelink mutual obligation workers.

Volunteers should not be involved in the pruning, lopping, or removal of trees exceeding five metres.

3.2 Conditions

Notification of an injury likely to give rise to a claim **MUST** be provided to Landcare Victoria by the member as soon as possible. Certificates and evidence to be provided on request.

3.3 Exclusions

Exclusions include (but are not limited to) if the event is attributable to:

- Flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers
- Training or participating in professional sport of any kind
- Intentional self-injury, suicide or any intentional illegal or criminal act committed by an insured person
- WorkCover: It is agreed and declared that this policy does not cover any insured events where there is a right to compensation under any Workers Compensation Act or Ordinance whether the right is exercised or not
- Any illness or injury existing at the date of acceptance of this insurance
- Being under the influence of any intoxicating liquor or drugs other than those prescribed by a qualified medical practitioner and taken accordingly
- Medical expenses which attract a Medicare rebate (including amounts incurred which are referred to as the Medicare ‘gap’) and pharmaceutical products covered by National Health Legislation

4 Association Liability Insurance Policy

4.1 Policy summary

INSURER

Insurance Australia Limited trading as CGU

PERIOD OF INSURANCE

30th June 2026 to 30th June 2027

INDEMNITY LIMITS

AUD $10 million any one claim and $20 million in the aggregate

COVER

Policy applies to the 'Professional Business of the Insured' and includes the following types of cover:

- **Professional Indemnity:** Covers claims made against the association or its members for errors or omissions in the provision of professional or advisory services
- **Management Liability:** Protects committee members and officers for claims related to the running of the organisation—such as governance decisions or breaches of duty
- **Association Liability:** General protection for the association as a legal entity—including for contract disputes, investigations, and legal representation
- **Employment Practices Liability:** Protects against claims related to employment, including wrongful dismissal, harassment, and discrimination
- **Employment Fraud or Dishonesty ($100,000 limit):** Provides limited cover for loss due to fraudulent or dishonest acts by employees

For Landcare Victoria and its members, the 'Professional Business of the Insured' principally comprises activities such as:

1. Monitoring, planning, development, promotion, business administration, communication, demonstration and implementation of improved land, water, vegetation and pest management practices on agricultural land, bushland, waterways and coasts
2. Advocacy and promotion of the insured's objectives and area of focus or interest, including publication of information in any media type
3. Administration of insurance coverage for members
4. Provision of advice to members about management of risk, including the scope of insurance coverage relevant to member activities

5. Delivery of activities, events and projects that promote the insured's objectives and area of focus or interest
6. Fundraising activities for the benefit of the Association and its members
7. Recruitment, coordination and supervision of volunteers to undertake landcare related activities
8. Employment of staff, works crews, individuals on work placements, trainees, Centrelink mutual obligation workers, and contractors to organise and implement landcare activities

WHERE AND WHEN

- **Geographical Limits**: Covers incidents occurring anywhere in the world (except USA and Canada)
- **Jurisdictional Limits:** Claims can be pursued in any country except the USA
- **Retroactive Cover:** Unlimited, except for known claims or issues that existed before the policy started

WHO IS COVERED

The Association as a legal entity

Office bearers, committee members and board members

Volunteers, staff and declared contractors listed in this policy and working on behalf of member organisations

1.2 Exclusions

Exclusions include (but are not limited to):

- Any claim or investigation arising from or directly or indirectly attributable to actual or alleged facts or circumstances that the Insured knew or ought reasonably to have known prior to the insurance period, that might or could give rise to a claim
- The refund of professional fees or commissions for any services rendered or required to be rendered by the insured
- Bodily injury and property damage
- Molestation for any claim or loss arising from:
  - **a)** molestation of, interference with, mental or physical abuse of, or assault of any person;
  - **b)** act(s) of indecency;
  - **c)** failure to detect, act upon or prevent the molestation of, interference with, mental or physical abuse of, or assault of persons, or act(s) of indecency, by the insured or any agent of the insured
- Insolvency
- Firearms

- Any claim or loss for or arising out of, based upon or attributable to asbestos
- Any claim or loss for or arising out of, based upon or attributable to:

  a) Fraudulent, dishonest acts or omissions;

  b) Wilful breach of duty, law or regulation; or

  c) Improper use of information acquired by any insured person by reason of their position

1.3 Special Conditions

FIREARMS

- **Training courses:** The Insurer will pay to or on behalf of the Insured any Loss for civil liability arising from a Claim resulting from the Insured's vicarious liability in respect of the hosting and facilitation of firearm training courses provided by third party registered, licensed and accredited firearm training professionals at facilities appropriate for conducting such training courses.
- The Insurer will not provide coverage for any Claim or Loss for bodily injury, sickness, disease, death or emotional distress based upon, directly or indirectly arising from or attributable to the possession, use, handling, discharge, storage or transport of firearms or ammunition by the Insured, its employees, volunteers, members or committee.