

Supplementary Product Disclosure Statement – Insurer

This Supplementary Product Disclosure Statement (SPDS) is dated 01 August 2017 and will apply to all policies taken out, or with a renewal effective date, on or after this date.

The information in this SPDS updates and should be read with the last Product Disclosure Statement (PDS) you received for the policy specified in your policy schedule and any other applicable SPDS.

Changes to your PDS

Your PDS is amended by the following:

Change 1: Change to details of CGU Insurance Limited
ABN 27 004 478 371 AFS Licence No. 238291

All references to "CGU Insurance Limited ABN 27 004 478 371 AFS Licence No. 238291" are deleted and replaced by "Insurance Australia Limited ABN 11 000 016 712 AFSL 227681 trading as CGU Insurance".

Change 2: Change to details of CGU Insurance Limited

All references to "CGU Insurance Limited" are deleted and replaced by "Insurance Australia Limited trading as CGU Insurance".

MARSH ADVANTAGE
INSURANCE

POLICY WORDING AND PRODUCT DISCLOSURE STATEMENT FOR MUSICAL EQUIPMENT SOLUTIONS

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WELCOME TO THE SECURITY OF CGU INSURANCE

ABOUT THIS PRODUCT DISCLOSURE STATEMENT (PDS) & POLICY

This Product Disclosure Statement (PDS) contains two parts:

- **Important Information** – contains general information about Your Musical Equipment Solutions Insurance Policy, and
- **Musical Equipment Solutions Insurance Policy** – contains terms and conditions of your Musical Equipment Solutions Insurance Policy.

To assist you to locate specific terms in this PDS, a table of contents is provided on the preceding page.

Please read this PDS before applying for insurance.

If we accept your application for insurance, You will receive a Schedule that sets out details of the insurance you have taken out.

The insurance You take out with Us is set out in Your current Schedule and described in this PDS any Supplementary PDS We may issue and any other document provided indicating a change in Your cover. Together, these documents make up the terms and conditions of Your insurance contract with Us.

If You need more information about this PDS or Your Policy, please contact Marsh Advantage Insurance.

UPDATING PRODUCT DISCLOSURE STATEMENT

Information in this PDS may need to be updated from time to time where required and permitted by law. If the update is to correct a misleading or deceptive statement or an omission that is materially adverse from the point of view of a reasonable person deciding whether to acquire the Policy, We will provide You with a new PDS or a Supplementary PDS.

You can obtain a paper copy of any updated information without charge by calling Us on the contact details provided in this document.

IMPORTANT INFORMATION

THE PURPOSE OF THIS PDS

The PDS has been prepared to assist You in understanding your Musical Equipment Solutions Insurance policy and making an informed choice about Your insurance needs.

This PDS sets out important information about the insurance and the terms and conditions and limitations of the Policy.

The Policy terms and conditions are set out in this PDS under the heading 'Musical Equipment Solutions Insurance policy'.

The Policy provides some covers which may be provided to You as a retail client under the Corporations Act 2001 (Cth) (the Act) depending on Your circumstances. Only the parts of this Policy relevant to cover provided to You as a retail client and any other documents we tell You are included, make up the PDS for the purposes of the Act.

ABOUT MARSH ADVANTAGE INSURANCE

This Policy is arranged through Marsh Advantage Insurance Pty Ltd (AFSL 238 369, ABN 31 081 358 303) (Marsh Advantage) acting as agent for the insurer and not for You.

Marsh Advantage Insurance is a leading provider of insurance broking services for businesses across Australia. Our company is built on a culture dedicated to understanding the risk and insurance needs of local and national businesses that operate in our cities, regions and communities. It is driven by a commitment to deliver industry leading service and value for our clients.

Marsh Advantage Insurance and Marsh Pty Ltd are part of Marsh & McLennan Companies, Inc., a global professional services firm providing advice and solutions in the areas of risk, strategy and human capital.

You can contact Marsh Advantage as follows:

- by telephone on 1300 760 171
- by writing to Marsh Advantage Insurance, GPO Box 2637, Adelaide SA 5001 Australia
- by email on the website: www.marshadvantage.com.au/

WHO IS THE INSURER

Insurance Australia Limited trading as CGU Insurance is the underwriter of this insurance Policy. Our Australian Business Number is 11 000 016 722. Our Australian Financial Services Licence Number is 227681. In this PDS, the insurer is also referred to as 'We', 'Us', 'Our', or 'Ours'.

HOW TO CONTACT THE INSURER

You may contact us by any of the following ways:

- In person at any CGU Insurance office
- by telephone on 13 24 81
- by writing to us at CGU Insurance, GPO Box 9902 in your Capital City
- by email on our website: www.cgu.com.au

HOW CGU PROTECTS YOUR PRIVACY

We use information provided by Our customers to allow Us to offer Our products and services. This means We may need to collect Your personal information, and sometimes sensitive information about You as well (for example, health information for travel insurance). We will collect this information directly from You where possible, but there may be occasions when We collect this information from someone else.

CGU will only use Your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give Us Your information, but this may affect Our ability to provide You with insurance cover.

We may share this information with companies within Our group, government and law enforcement bodies if required by law and others who provide services to Us or

on Our behalf, some of which may be located outside of Australia.

For more details on how We collect, store, use and disclose Your information, please read Our Privacy Policy located at www.cgu.com.au/privacy. Alternatively, contact Us at privacy@cgu.com.au or 13 24 81 and We will send You a copy. We recommend that you obtain a copy of this Policy and read it carefully.

By applying for, using or renewing any of Our products or services, or providing Us with Your information, You agree to this information being collected, held, used and disclosed as set out in this Policy.

Our Privacy Policy also contains information about how You can access and seek correction of Your information, complain about a breach of the privacy law, and how we will deal with Your complaint.

GENERAL INSURANCE CODE OF PRACTICE

CGU Insurance proudly supports the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. The objectives of the Code are:

- to promote better, more informed relations between insurers and their customers
- to improve consumer confidence in the general insurance industry
- to provide better mechanisms for the resolution complaints and disputes between insurers and their customers; and
- to commit insurers and the professionals they rely upon to higher standards of customer service.

Brochures on the Code are available by contacting Us.

Our commitment to you

We have adopted and support the Code and are committed to complying with it. Please contact Us if You would like more information about the Code.

COMPLAINT OR DISPUTE RESOLUTION

1. Talk to us first

If You have a complaint, the first thing You should do is speak to one of Our staff. If Your complaint relates

specifically to a claim, speak with the claims officer managing Your claim. If the staff member or claims officer is unable to resolve the matter for You, You may speak to a manager. The manager will usually provide You with a response to Your complaint within 15 business days. If the timeframe is impractical for any reason such as the need for more information or further investigation, they will discuss with You alternative timeframes.

If You are not satisfied with Our response or We cannot agree with You on alternative timeframes, You can go to step 2.

2. Seek a review

If the matter is still not resolved the manager will refer You to the relevant internal dispute resolution area who will conduct a review of Your dispute and will usually provide You with a response to Your dispute within 15 business days. If the timeframe is impractical, We will discuss with You alternative timeframes.

If You are still not satisfied with Our response to Your dispute or We cannot agree on alternative timeframes, You can go to step 3.

3. Seek an external review

You are entitled to seek an external review of Our decision. We will provide You with information about options available to You, including, if appropriate, referring You to the external dispute resolution scheme administered by the Financial Ombudsman Service Limited (FOS).

You will not be able to have Your dispute resolved by the FOS if You are not eligible under the FOS's Terms of Reference.

Further information about Our complaint and dispute resolution procedure is available by contacting Us.

YOUR COOLING-OFF PERIOD

We will refund all premium paid for cover under Your Policy if You request cancellation within 21 days of its commencement. To do this, You must advise Us in writing. You will not receive a refund if You have made a claim under Your Policy.

INTEREST ON UNALLOCATED PREMIUM

If We are unable to issue Your insurance when we receive Your instructions to do so, We are required to hold Your premium in a trust account on Your behalf until Your insurance can be issued. We will retain any interest payable by Our bank to meet, among other things, bank fees and other bank costs We incur in operating the account.

HOW THE GOODS AND SERVICES TAX (GST) AFFECTS ANY PAYMENTS WE MAKE

The amount of premium payable by You for this Policy includes an amount on account of the GST on the premium. When We pay a claim, Your GST status will determine the amount We pay.

When You are:

- not registered for GST, the amount we pay is the sum insured/limit of indemnity or the other limits of insurance cover including GST
- registered for GST, we will pay the sum insured/ limit of indemnity or the other limits of insurance and where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a Damaged item insured under the Policy) we will pay for the GST amount.

We will reduce the GST amount We pay for by the amount of any input tax credits to which You are or would be entitled if You made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through Your Business Activity Statement (BAS).

You must advise Us of Your correct Australian Business Number and Taxable Percentage. Any GST liability arising from Your incorrect advice is payable by You.

Where the settlement of Your claim is less than the sum insured/Limit of Indemnity or the other limits of insurance cover, We will only pay an amount for GST (less Your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover Your loss, We will only pay the GST relating to Our settlement of the claim.

We will (where relevant) pay You on Your claim by reference to the GST exclusive amount of any supply made by any Business of Yours which is relevant to Your claim. GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time. Taxable Percentage is Your entitlement to an Input Tax Credit on Your premium as a percentage of the total GST on that premium.

FINANCIAL CLAIMS SCHEME

This Policy falls under the Financial Claims Scheme which protects some categories of insures and claims in the event than an insurer becomes insolvent. Should CGU become insolvent and you fulfil eligibility criteria, You may be entitled to access the scheme. You can obtain details from APRA on 1300 13 10 60 or on apra.gov.au.

CLAIMS PAYMENT EXAMPLE

The following examples are designed to illustrate how a claim payment might typically be calculated. The examples do not cover all scenarios or all benefits and do not form a part of the policy terms and conditions. They are a guide only. The Policy Excesses set out in the examples below may vary following the printing of this PDS. You should carefully check Your Schedule to determine the applicable Policy Excesses in the Schedule prevail over those in the examples below.

Claim example 1 – Section 1 Accidental loss or damage to Property Insured – repair

Your Schedule shows that You have cover under Section 1 – Accidental Damage to Property Insured. Your Certificate specifies a piano with a sum insured of \$10,000. An Excess of \$100 applies to Your Policy.

A fire damages the piano. We accept Your claim under the Policy and assess the cost of repairs to the piano at \$4,000 (inclusive of GST). The cost to replace the piano would be \$9,500. We arrange to repair the piano. We will pay the repairer \$3,900 being the cost of repairs less the applicable excess and You must pay the repairer the excess of \$100.

Claim example 2 – Section 2 Theft of Property Insured – total loss

Your Schedule shows that You have cover under Section 2 – Theft of Property Insured. Your Certificate specifies a piano with a sum insured of \$10,000. An Excess of \$100 applies to Your Policy.

The piano is stolen from your premises. We accept Your claim under the Policy and declare the piano to be a total loss. We assess the cost to replace the piano with a piano with equivalent features to be \$9,500. We arrange to supply You with a replacement piano. You must pay Us the excess of \$100. The total amount We will pay is \$9,400 being \$9,500 paid to the supplier of the replacement piano less the \$100 excess paid to Us by You.

Alternatively, We may pay you \$9,400 being the replacement value of the piano at the time of the damage of \$9,500 less the applicable excess of \$100.

MUSICAL EQUIPMENT SOLUTIONS INSURANCE POLICY

GENERAL PROVISIONS

The following general provisions apply to all sections of this Policy document

Extract from the Insurance Contracts Act 1984 (Cth) (the Act)

Under the terms of the Act, We must advise You about the following:

What You need to tell Us

You must tell Us everything that You know, or should know, could affect Our decision to insure You and/or the terms on which We insure You. You must do this when You apply for a Policy, when You renew Your Policy and when You change or reinstate Your Policy. When We ask You specific questions, You must answer these questions truthfully and in a way that a reasonable person in the circumstances would answer them. It is important that every person who will be insured by the Policy answers all questions in this way. These requirements are part of the Insurance Contracts Act 1984 (Cth).

What You do not need to tell Us

You do not need to tell Us anything that:

- reduces Our risk
- is of common knowledge
- We know, or as an insurer should already know
- We tell You that We do not want to know
- What will happen if You do not tell Us

If You withhold relevant information or You do not answer Our questions in the way We have described, We can reduce the amount We pay for Your claim, or We can cancel Your Policy. If Your failure to tell Us is fraudulent, or Your answers are untruthful, We can treat Your Policy as if it never existed.

IMPORTANT NOTICES

Alterations to your business

To ensure continued cover under this Policy, it is important that You advise Us immediately of any changes to Your Business that may result in an increased chance of destruction, loss or damage to property insured or liability to third parties. Some examples of changes of which You should notify Us of are:

- a) changes in Your name or structure of your Business
- b) changes to the address or location of your Business
- c) changes in the nature of Your Business
- d) new Property Insured not previously disclosed to us.

When We receive notification of a change, We may decide to either:

- adjust the premium or terms of the Policy, or
- cancel the Policy in accordance with the provisions of the Insurance Contracts Act 1984 (Cth).

OUR AGREEMENT

The Policy wording, Schedule (which expression includes any Schedule substituted for the original Schedule) and endorsements (if any) are to be read together.

In return for You having paid or agreed to pay the premium to Us, subject to the terms, conditions, exclusions and limitations contained in, or endorsed on or otherwise expressed in this Policy or the Schedule, We will insure You to the extent described in this Policy during the Period of Insurance or any further period for which We may accept payment of the premium and indemnify You in the manner and to the extent described in this Policy.

You are insured for those items, including variations and extensions, for which a sum insured or Limit of Indemnity is shown in the Schedule or which are otherwise indicated in the Schedule as being operative. However:

1. the sum insured under any item is as shown in the Schedule or as otherwise expressed in the Policy

2. where the insurance is varied or extended by any additional benefit, optional additional benefit, special clause, variation and extension or endorsement, the insurance provided by such additional benefit, optional additional benefit, special clause, variation and extension or endorsement is subject to the terms, conditions, exclusions and limitations of the Policy in so far as they can apply

The Policy, Schedule and endorsements together form the agreement.

GENERAL DEFINITIONS

Act of Terrorism means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public or any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

1. involves violence against one or more persons; or
2. involves damage to property; or
3. endangers life other than that of the person committing the action
4. creates a risk to health or safety of the public or a section of the public; or
5. is designed to interfere with or to disrupt an electronic system.

Business means all activities and operations stated in the Schedule including:

1. the ownership and occupation of premises for the purposes of that business
2. the provision or management of canteen, social, sports, welfare or child care services or activities for the Insured's employees
3. first aid, fire and ambulance services provided by the Insured for the Insured's own internal purposes.

Damage (with 'Damaged' having a corresponding meaning) means physical loss, damage or destruction.

Electronic Data means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation, or processing by electronic or electromechanical data processing or electronically controlled equipment.

Excess means the amount shown in the Schedule, this Policy, or an endorsement to this Policy which You must pay in respect of each Occurrence or event giving rise to a claim. Where a sum insured limit is provided under an additional benefit, the excess amount will be deducted from the claim before the sum insured limit is applied. With respect to Section 1 – General and Products Liability, the excess applies to all amounts for which We will be liable, including the indemnity provided under 'Defence Costs and Supplementary Payments', or any investigation costs associated with the claim.

Indemnity Value means the cost necessary to reinstate, replace or repair the property to a condition substantially the same as but not better or more extensive than its condition at the time of the destruction, loss or damage, taking into consideration age, condition and remaining useful life.

Period of Insurance means the duration of the Policy as stated in the Schedule.

Policy means this policy wording, the Schedule and any endorsements issued by Us, amending the policy wording or Schedule.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour(s), soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Pollution or Contamination means the discharge, dispersal, release or escape of Pollutants into or upon any property or land or into the atmosphere or any watercourse or body of water (including ground water). Portable Electronic Equipment means electronic items designed to be portable. We consider this to include but not be limited to; laptop computers, mobile telephones or PDA's, tablet computers, audio visual equipment and digital cameras.

Property Insured means Your musical instruments or musical equipment, (including protective case and accompanying accessories), sheet music and Portable Electronic Equipment specified in the Schedule and owned by You and/or under Your legal or physical control. This also includes musical instruments or musical equipment which You are required to take out insurance for.

Schedule means the most current schedule issued by Us in connection with this Policy.

Theft means the dishonest appropriation of property belonging to You, with the intention of permanently depriving You of it.

Vehicle means any type of machine on wheels, self laid tracks or skis made or intended to be propelled other than by manual or animal power and any trailer or attachment whilst attached to any of these.

Watercraft means any vessel, craft or thing designed to float on or in or travel on or through or under water.

We, Us, Our, Ours, Company means CGU Insurance Limited, ABN 27 004 478 371.

You, Your, Yours, Insured means the person(s) or entity named in the Schedule as the insured. Other words may be defined within specific sections that form part of this Policy. If so, they are shown under the heading of definitions within that section.

GENERAL CONDITIONS

1. Your duty

Our liability is conditional upon the following:

- **Payment of the premium**
We will not pay any claim until You have paid the premium.
- **Notification of changes**
You must notify Us as soon as possible of any change materially varying any of the facts or circumstances existing at the commencement of this Policy or following any renewal of this Policy.
- **Changing your policy**
You and any other person who may seek indemnity

from Us, must comply with the terms and conditions of this Policy.

- **Reasonable precautions**
You must take all reasonable precautions to prevent destruction, loss or Damage to Property or Personal Injury and comply and ensure that Your employees, servants and agents comply with, all statutory obligations and by-laws or regulations imposed by any public authority for the safety of property or person.
- **Compliance with policy terms**
You and any other person who may seek indemnity from Us, must comply with the terms and conditions of this Policy.

2. Transfer of interest

No interest in this Policy can be transferred without Our written consent.

3. Our rights of conduct and recovery

Subject to the provisions of the Insurance Contracts Act 1984 (Cth), We have the right to recover or obtain contribution from any person against whom You may be able to claim, and We have the right to take action in Your name. We shall have full discretion in the conduct, defence or settlement of any claim. You and any other person entitled to benefit under this Policy must not hinder these rights and must give all such information and co-operation as We may require.

4. Jurisdiction

Any dispute arising from this Policy will be determined by Australian courts, and in accordance with the laws of the State or Territory of Australia in which the Policy was issued.

5. Cancellation

- a) You may cancel this Policy at any time by notifying Us in writing.
- b) Under Section 60 of the Insurance Contracts Act 1984 (Cth), We may cancel this Policy or any section at any time, by giving notice in writing to You of the date from which cancellation is to take effect, where You have:

- i. failed to comply with Your duty of utmost good faith; or
 - ii. failed to comply with Your duty of disclosure at the time when this Policy or any section of the Policy was entered into, varied, altered, renewed or reinstated; or
 - iii. made a misrepresentation to Us during the negotiations for this Policy, but before We agreed to issue this Policy; or
 - iv. failed to comply with a provision of the Policy; or
 - v. failed to pay the premium for this Policy; or
 - vi. made a fraudulent claim under this Policy, or any other contract of insurance (whether with Us or another insurer) that provided cover during any part of the Period of Insurance of this Policy; or
 - vii. failed to comply with a requirement in this Policy that You notify Us of an act or omission which occurred after this Policy was entered into, or
 - viii. failed to notify Us of any specific act or omission or failed to furnish such a notification as is required under the terms of this insurance Policy. We may deliver such notice to You personally or by post at Your address last notified to Us.
- c) Under Section 60 of the Insurance Contracts Act 1984 (Cth),
- We may cancel this Policy at any time where:
- i. it is in force by virtue of Section 58 of the Insurance Contracts Act 1984; or
 - ii. it is an interim contract of general insurance.
- d) After cancellation, We will refund the premium for the time remaining on the Policy, less any non-refundable duties, unless You have made a fraudulent claim.

6. Inspections

We (or agents appointed by Us) have the right to inspect and examine, by mutual appointment, any Property Insured.

7. Non-imputation

Where this insurance is arranged in the joint names of more than one Insured, as described in General definitions (You, Your, Yours, Insured) it is hereby declared and agreed that:

- a) each Insured shall be covered as if it made its own proposal for this insurance
- b) any declaration, statement or representation made in any proposal shall be construed as a separate declaration, statement or representation by each Insured
- c) any knowledge possessed by any Insured shall not be imputed to the other Insured(s).

8. Automatic reinstatement of the Sum Insured

If You have partial loss or damage to Property Insured that is specified in the Schedule, We will automatically reinstate the Sum Insured for accidental damage under this Policy, without requiring You to pay additional premium.

In the event that We pay a total loss to Property Insured that is specified in the Schedule, We will then delete that item from the Schedule and cover for that item under the Policy will cease.

9. Automatic Renewal Process

To keep things simple and cost effective, You confirm and agree on entering into the Policy that, unless We advise otherwise in writing, We will automatically renew Your Policy on an ongoing basis on the terms of:

- a) the relevant renewal notice sent by Us to You at least 14 days before expiry of Your current Period of Insurance; and
- b) this booklet or any variations to it (to the extent not affected by the renewal terms).

You can choose to cancel the Policy or elect not to proceed with automatic renewal as at expiry by notifying Marsh Advantage Insurance in writing or by calling us on 1300 760 171.

We can change terms offered on renewal or choose not to offer renewal by providing You with written notice at least 14 days before expiry.

GENERAL EXCLUSIONS

You will not be covered under any section of this Musical Equipment Solutions Insurance Policy for:

1) We will not be liable for any loss, damage, destruction or liability, caused by, or arising directly or indirectly from:

- a) any liability arising out of or in any way connected with loss, damage or destruction directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
- b) any liability arising out of or in any way connected with:
 - i. death, injury, illness, loss, damage or destruction directly or indirectly caused by, contributed by, resulting from or arising out of or in connection with any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the death, injury, illness, loss or damage; or
 - ii. any action in controlling, preventing, suppressing, retaliating against or responding to any Act of Terrorism.
- c) confiscation or nationalisation, or requisition or destruction of or damage to property by or under the orders of any government or public or local authority. However, this exclusion will not apply to damage that occurs as a result of such an order if it prevents or attempts to prevent fire or other damage covered by this Policy.
- d) any liability, loss, damage or destruction arising out of or in any way connected with operations employing the process of nuclear fission or fusion or handling of radioactive material, which operations include but are not limited to:
 - i. the use of nuclear reactors such as atomic piles, particle accelerators or generators or similar devices

- ii. the use, handling or transportation of radioactive materials; or
- iii. the use, handling or transportation of any weapon of war or explosive device employing nuclear fission or fusion.

This exclusion does not apply to liability arising from radio-isotopes or radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

2. Any liability, loss damage or destruction arising out of or in any way connected with:
 - a) total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation or misappropriation or other use of Electronic Data
 - b) error in creating, amending, entering, deleting or using Electronic Data; or
 - c) total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all.

However, for Section 1 Accidental Damage to Property Insured on the Policy, in the event that a peril listed below (being a peril insured by this policy but for this exclusion) is caused by any of the matters described in 2.a), b) or c) above, this Policy, subject to all its provisions, will insure physical loss of or damage or destruction to property insured from: fire, lightning, thunderbolt, aircraft or other aerial devices or articles dropped therefrom, earthquake, tsunami, subterranean fire, volcanic eruption, storm, tempest, rainwater, snow, sleet, wind, hail, water, liquids or substances discharged, overflowing or leaking from fixed apparatus, fixed appliances, fixed pipes or other systems, riots, civil commotions, strikes or locked out workers or persons taking part in labour disturbances, explosion, impact by vehicles, animals or trees or branches of trees, communication masts, towers, antennae, satellite dishes, watercraft, meteorites, or theft of Electronic Data solely where such theft is accompanied by theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such Electronic Data.

3. any destruction, loss or damage intentionally caused or liability intentionally incurred by:
 - a) You; or
 - b) any person(s) acting with Your express or implied consent.
4. any claim of whatsoever nature which consists of or arises directly or indirectly out of or in connection with the failure or inability of any:
 - a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, BIOS or other instruction set, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device; or
 - b) any media or systems used in connection with any of the foregoing, whether the property of the Insured or not, at any time to achieve fully and successfully, any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote, represent or express a date including, but without being limited to, any failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of or in connection with:
 - i. anything referred to in 4.a) or b) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time; or
 - ii. the operation of any command or logic that has been programmed or incorporated into anything referred to in a) or b) above.

This (exclusion 4.) will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which is solely and directly caused by a Defined Contingency (as defined hereunder), arising under Section 1 – Accidental Damage to Property Insured and Section 3 – General and Products Liability of this Policy but only to the extent that such claim would otherwise be Insured under those sections.

For the purposes of exclusion 4. only, 'Defined Contingency' shall mean fire, lightning, explosion (other than loss or destruction of or damage to boilers and pressure vessels), aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank or apparatus or pipe, impact by any road vehicle or animal, or theft (other than theft by employees).

CLAIMS PROCEDURE

General – all sections

NOTE: Failure to forward to Us any writ or summons served upon You within the time stipulated may result in Us refusing to indemnify You.

1. As soon as possible after the happening of any Occurrence, accident or event that may give rise to a claim against Us, You or Your legal representative must:
 - a) advise details via Marsh Advantage Insurance to Us, and then send written confirmation within 30 days
 - b) take all reasonable steps to minimise the loss, damage or liability, and to prevent any further loss, damage or liability. We will not be liable in respect of any further damage arising out of the continued use of damaged property, until such property is repaired to Our satisfaction.
 - c) use best endeavours to preserve any damaged or defective appliances, plant or things that might prove necessary or useful by way of evidence in connection with any claim and, so far as possible, with due regard for safety, no alteration or repair shall be made without Our consent
 - d) retain all damaged property for inspection by Us
 - e) advise the nearest Police Station in the case of property lost, stolen or vandalised, and obtain a written Police report if requested by Us
 - f) advise Us of any impending prosecution or inquest
2. Where a claim arises, You must not authorise repairs to, or arrange replacement of, any of the property relevant to the claim without Our consent other than as provided for under 1 c) above.

3. Subject to the provisions of the Insurance Contracts Act 1984 (Cth), You, or any person making a claim under this Policy, must not make any admission of liability or payment or promise or offer of payment in connection with any such claim, without Our written consent.
4. At Your own expense, You will furnish Us with such books of account and other business books, computer records, vouchers, invoices, balance sheets, and other documents, proofs, information, explanations and other evidence together with a statutory declaration as We may require for the purpose of investigating or verifying a claim under this Policy and You and Your accountants must co-operate fully in this regard.
5. You must tell us of the interests of all parties (eg. Financiers, owners, lessors) who will be covered by this insurance. We will protect their interests only if You have told us about them and We have noted them on Your Policy Schedule,
6. If We agree to indemnify You under any section of this Policy in respect of a claim, We will make progress payments to You on account of that claim at such intervals and for such amounts as may be mutually agreed.

SECTION 1

ACCIDENTAL DAMAGE TO PROPERTY INSURED

INTRODUCTION

This section forms part of the Policy only if shown in the Schedule and, if so, must be read together with the definitions, terms, conditions, exclusions and limitations expressed in the general provisions of the Policy and in the Schedule.

COVER

Under this Section, We will indemnify You against Damage to Property Insured described in the Schedule as being insured, caused by any event that is not otherwise excluded. Cover is provided anywhere within Australia where You conduct Business including whilst in transit.

LIMITATION

Our total liability during any one Period of Insurance, will not exceed, in respect of each item of Property Insured, the sum insured shown in the Schedule for that item.

SETTLEMENT OF CLAIMS

In the event of a claim that We accept under this Section 1, We will pay:

1. Where the Property Insured is declared by Us to be a total loss, We will at our option:
 - a) Pay the replacement value of the Property Insured at the time it was lost or destroyed; or
 - b) Replace the Property Insured with similar property equal to but no better than the Property Insured when it was new.
2. Where the Property Insured is damaged but We consider it to be repairable, We will at our option:
 - a) Pay the reasonable cost of repairs provided that, where the loss or damage is confined to a part of the Property Insured We will only pay for that part plus any costs reasonable and necessarily incurred to dismantle and reassemble the damaged Property Insured; or
 - b) If the cost to repair the damaged Property Insured exceeds the amount that would be payable in

accordance with paragraph 1 above, We will settle Your claim in accordance with paragraph 1.

Where You make a claim, the most We will pay for each Period of Insurance is up to the sum insured or Limit of Liability specified in the Schedule, for each Property Insured unless otherwise stated.

We will deduct any excess from any amount We pay under this Section of the Policy.

SPECIAL CONDITIONS

1. The work of replacing or repairing must be commenced and carried out diligently, failing which We will not be liable to pay more than the amount We would have been liable to pay had the work of replacing or repairing the property been carried out with such diligence.
2. If the property is not replaced or repaired We will not pay more than the Indemnity Value of the property.
3. We will not be liable to make any payment beyond the Indemnity Value of the Property Insured concerned until the cost of replacement or repair is actually incurred.
4. Where Property Insured is Damaged in part only, Our liability will not exceed the sum representing the replacement cost which We would have been called upon to pay if the Property Insured had been wholly destroyed.

EXCLUSIONS

This Section 1 does not cover loss, destruction or Damage due to, arising from, or as a result of:

1. theft
2. unexplained inventory shortages or disappearances resulting from clerical or accounting errors, or shortage in the supply or delivery of materials to or from You
3. inherent defect, inherent vice, latent defect, or disease
4. mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any machine or electrical or electronic device.

5. moths, termites, other insects, vermin, rust or oxidation, mould, mildew, pollution or contamination, wet or dry rot, corrosion, change of colour, dampness, variations in temperature, evaporation, change in flavour texture or finish, or stain or smoke from industrial operations
6. wear and tear, fading, scratching or marring, gradual deterioration, developing flaws, normal upkeeping or making good
Exclusion 6. shall not apply to scratching or marring caused by a clearly identifiable occurrence of malicious damage or accidental damage.
7. error or omission in design, plan or specification or failure of design
8. faulty materials or faulty workmanship.
9. any consequential loss whatsoever of Damage to sheet music other than arising out of fire, explosion, storm and tempest, malicious damage or flood.

ADDITIONAL BENEFITS

1. Property temporarily overseas

Subject otherwise to the terms and conditions of this Section, We will cover You for accidental Damage to Property Insured occurring whilst the property is outside Australia provided that at the time the Damage occurred you had not been residing outside of Australia or New Zealand for more than 24 consecutive months.

2. Emergency Hiring Costs

Where We pay a claim for Damage to Property Insured under this Section 1, We will pay the necessary costs of hiring similar temporary replacement of Property Insured, provided that:

- a) the hiring costs do not exceed 25% of the sum insured of the Property Insured;
- b) You obtain our consent prior to doing so;
- c) furnish us with proof of costs for hire of the temporary replacement; and
- d) We have agreed to pay Your claim for Damage or loss.

3. Newly Acquired Equipment

We will temporarily extend cover to include any musical instruments, musical equipment, sheet music or Portable Electronic Equipment acquired by You during the Period of Insurance provided that the temporary cover period commences from when You first purchase or take possession of this property and ends at the earlier of:

- a) fourteen (14) days;
- b) the expiry date of the current Period of Insurance; or
- c) the date on which the property ceases to belong to you, where the property:
 - d) is not hired or borrowed; and
 - e) is of similar type to that already insured under this Policy.

You must provide to Us full details of the new instruments and/or equipment within fourteen (14) days of commencement of this temporary cover. If We agree to continue the cover, You must pay any additional premium that We may require. The most We will pay under this additional benefit is the lesser of:

- f) \$20,000; or
- g) ten percent (10%) of the total sum insured shown on the Schedule.

4. Hired or Borrowed Equipment

We will temporarily extend cover to include any musical instruments, musical equipment, sheet music or Portable Electronic Equipment hired or borrowed by You, provided that the temporary cover period commences from when You first take possession of this property and ends at the earlier of:

- a) five (5) days;
- b) the expiry date of the current Period of Insurance;
- c) the date on which the property ceases to be in Your possession,

The most we will pay under this additional benefit is \$5,000.

CLAIMS PROCEDURE

Please refer to the 'Claims procedure' in the 'General provisions' of this Policy for details of Your obligations in the event of a claim.

SECTION 2

THEFT OF PROPERTY INSURED

INTRODUCTION

This section forms part of the Policy only if shown in the Schedule and, if so, must be read together with the definitions, terms, conditions, exclusions and limitations expressed in the general provisions of the Policy and in the Schedule.

COVER

Under this Section 2 We will indemnify You against loss due to Theft of Property Insured specified in the Schedule occurring during the Period of Insurance.

LIMITATION

Our total liability under this Section 2 during any one Period of Insurance will not exceed, in respect of each item of Property Insured, the sum insured shown in the Schedule for that item.

SETTLEMENT OF CLAIMS

In the event of a claim that We accept under this Section 2, We will pay:

- 1) Where the Property Insured is declared by Us to be a total loss, We will at Our option:
 - a) Pay the replacement value of the Property Insured at the time it was lost or destroyed; or
 - b) Replace the Property Insured with similar property equal to but no better than the Property Insured when it was new.
2. Where the Property Insured is damaged but We consider it to be repairable, We will at Our option:
 - a) Pay the reasonable cost of repairs provided that, where the loss or damage is confined to a part of the Property Insured We will only pay for that part plus any costs reasonable and necessarily incurred to dismantle and reassemble the damaged Property Insured; or
 - b) If the cost to repair the damaged Property Insured exceeds the amount that would be payable in accordance with paragraph 1 above,

We will settle Your claim in accordance with paragraph 1.

Where You make a claim, the most We will pay for each Period of Insurance is up to the sum insured or Limit of Liability specified in the Schedule, for each Property Insured unless otherwise stated.

We will deduct any excess from any amount We pay under this Section of the Policy.

EXCLUSIONS

This Section does not cover loss, destruction or Damage due to, arising from, or as a result of:

- 1) unexplained inventory shortages or disappearances resulting from clerical or accounting errors, or shortage in the supply or delivery of materials to or from You; or
2. any consequential loss whatsoever.

ADDITIONAL BENEFITS

1. Property temporarily overseas

Subject otherwise to the terms and conditions of this Section, We will cover You for loss to Property Insured occurring whilst the property is outside Australia provided that at the time the Damage occurred you have not been residing outside of Australia or New Zealand for more than 24 consecutive months.

2. Emergency Hiring Costs

Where We pay a claim for Damage to Property Insured under this Section 2, We will pay the necessary costs of hiring similar temporary replacement of Property Insured, provided that:

- a) the hiring costs do not exceed 25% of the Sum Insured of the Property Insured;
- b) You obtain our consent prior to doing so;
- c) furnish us with proof of costs for hire of the temporary replacement; and
- d) We have agreed to pay Your claim for Damage or loss.

3. Newly Acquired Equipment

We will temporarily extend cover to include any musical instruments, musical equipment, sheet music or Portable Electronic Equipment acquired by You during the Period of Insurance provided that the temporary cover period commences from when You first purchase or take possession of this property and ends at the earlier of:

- a) fourteen (14) days;
- b) the expiry date of the current Period of Insurance; or
- c) the date on which the property ceases to belong to you,

where the property:

- d) is not hired or borrowed, and
- e) is of similar type to that already insured under this Policy.

You must provide to us full details of the new instruments and/or equipment within fourteen (14) days of commencement of this temporary cover. If We agree to continue the cover, You must pay any additional premium that We may require. The most we will pay under this additional benefit is the lesser of:

- f) \$20,000, or
- g) ten percent (10%) of the total sum insured shown on the Schedule.

4. Hired or Borrowed Equipment

We will temporarily extend cover to include any musical instruments, musical equipment, sheet music or Portable Electronic Equipment hired or borrowed by You, provided that the temporary cover period commences from when You first take possession of this property and ends at the earlier of:

- a) five (5) days;
- b) the expiry date of the current Period of Insurance; or
- c) the date on which the property ceases to be in Your possession.

The most We will pay under this additional benefit is \$5,000.

SECTION 3

GENERAL AND PRODUCTS LIABILITY

INTRODUCTION

This section forms part of the Policy only if shown in the Schedule and, if so, must be read together with the definitions, terms, conditions, exclusions and limitations expressed in the general provisions of the Policy and in the Schedule.

COVER

Under this Section, We will indemnify You against:

1. Public Liability
2. Products Liability; or
3. Advertising Injury,

caused by or arising out of an Occurrence happening during the Period of Insurance within the Geographical Limits in connection with your profession, occupation, Business or trade as a musician and/or the ownership or use of the musical instrument(s) or equipment..

LIMITATIONS

1. The maximum amount that We will pay for Public Liability or Advertising Injury:
 - a) for any one Occurrence (other than an Occurrence in connection with Pollutants) shall be the Limit of Indemnity for Public Liability or Advertising Injury shown in the Schedule
 - b) for any one Occurrence in connection with Pollutants, shall be the Limit of Indemnity for Public Liability or Advertising Injury shown in the Schedule, less the amounts that We have already paid for Public Liability or Advertising Injury claims in connection with Pollutants, that arose during the Period of Insurance.
2. The maximum amount that We will pay for Products Liability for any one Occurrence shall be the Limit of Indemnity for Products Liability shown in the Schedule, less the amounts that We have already paid for Products Liability claims that arose during the Period of Insurance.

3. Personal Injury, Damage to Property or Advertising Injury that is discovered before the Period of Insurance shall not be an Occurrence.
4. Where We are indemnifying more than one legal entity for Public Liability, Products Liability or Advertising Injury in respect of the one Occurrence, the maximum amount We will pay in total for all legal entities We are indemnifying shall be the relevant Limit of Indemnity for Public Liability or Products Liability or Advertising Injury.

DEFINITIONS

In this section:

Advertising Injury means:

1. infringement of copyright or passing off of a title or slogan
2. unfair competition, piracy or idea misappropriation contrary to an implied contract;
3. invasion of privacy; or
4. breach of the misleading or deceptive conduct provisions of any consumer protection legislation or similar legislation of any country, state or territory

committed or alleged to have been committed during the Period of Insurance in any advertisement, publicity article, broadcast or telecast and caused by or arising out of Your advertising activities.

Aircraft means any vessel, craft or thing designed to transport people or goods in, or through, the air or space other than model aircraft or unmanned tethered balloons used for advertising purposes.

Damage to Property means:

1. loss of, physical damage to or destruction of tangible property including the loss of use thereof resulting therefrom;
2. loss of use of tangible property which has not been physically damaged, lost or destroyed, which is caused by physical damage or destruction or loss of

other tangible property provided such loss of use is caused by an Occurrence

Employment Practices means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination directly related to employment by the Insured

Geographical Limits means:

1. anywhere in the world
2. but excludes North America for Occurrences in connection with:
 - a) the performance of manual work
 - b) the ownership, occupancy or tenancy of any building, land or structure
 - c) an Unknown Defect in Your Products, exported to, sold in or supplied in North America, by You or on Your behalf.

Hovercraft means any vessel, craft or thing designed to transport people or goods over land or water, supported on a cushion of air.

Limit of Indemnity means the applicable limit of indemnity specified in the Schedule.

Loading or Unloading goods onto or from a Vehicle means the single action of transferring the weight of goods (or a portion of a consignment of goods) onto or from a Vehicle.

Managed Organisations means any organisation other than subsidiary companies (or their subsidiaries) whose daily activities and daily decision making You directly control and manage.

Medical Persons means any qualified medical practitioners, nurses, dentists and first aid attendants.

North America means:

1. the United States of America and Canada; and
2. any state or territory incorporated in, or administered by, or from, either the United States of America or Canada.

Occurrence means an event including continuous or repeated exposure to substantially the same general

conditions which results in Personal Injury, Damage to Property or Advertising Injury neither expected nor intended from the standpoint of the Insured.

All events of a series consequent on or attributable to one source or original cause are deemed one occurrence.

Personal Injury means:

1. bodily injury, death, sickness, disease, disability
2. shock, fright, mental anguish, mental injury
3. unlawful arrest, unlawful imprisonment, wrongful detention, malicious prosecution
4. defamation
5. wrongful eviction, wrongful entry or other invasion of privacy.
6. assault and battery not committed by You at Your direction

unless reasonably committed for the purpose of preventing or eliminating danger to persons or property

Products means anything (after it has passed from Your possession and control), including its packaging, that was manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, re-supplied or distributed by You in the course of Your Business.

Products Liability means Your legal liability to pay damages for an Occurrence caused by an Unknown Defect in Your Products, but excludes Public Liability or Advertising Injury.

Property means:

1. tangible property not in Your possession or control
2. premises that You occupy for the purpose of the Business
3. Vehicles in Your possession or control while in a car park,

where the car park:

- a) is owned, occupied, or leased by You
- b) does not form part of a building construction or work site; and
- c) for the use of which You do not charge a fee.

Public Liability means Your legal liability to pay damages for an Occurrence in the connection with your occupation, profession, business or trade as a musician and/or the ownership or use of the musical instrument(s) or equipment specified as property insured in the Policy Schedule and/or in the course of Your Business, but excludes Products Liability or Advertising Injury.

If Products Liability is not insured under this Policy, Public Liability includes liability to pay damages for an Occurrence caused by a defect, unknown to You, in food or drink sold or supplied from Your staff canteen.

Unknown Defect in Your Products means:

1. a defect in, or the harmful nature of, Products
2. a defect or deficiency in any direction or advice provided by You concerning the use or storage of Products; or
3. a failure by You to provide direction or advice concerning the use or storage of Products, that was not known to, and which should not reasonably have been suspected by, You or Your directors, partners or senior executives, before Your Products left Your possession or control.

Use as a Working Tool means use for excavating, digging, grading, drilling, lifting, pumping, spraying, vacuuming and the like.

It does not include use for:

1. Loading or Unloading goods onto or from a Vehicle, by use of a crane mounted on a Vehicle; or
2. transit to or from or within a work site; or
3. transport or haulage.

ADDITIONAL BENEFITS

1. Your legal costs

- a) In the case of:
- i. Advertising Injury, Public Liability or Products liability; or
 - ii. a claim of Advertising Injury, Public Liability or Products Liability being made against You,

for which indemnity is available under this section, or would be available under this section if such a claim were to succeed, We will pay Your Legal Costs.

- b) For the purposes of this additional benefit, Your Legal Costs means:
- i. the legal costs and expenses, that You incur with Our written agreement, in defending a claim of Advertising Injury, Public Liability or Products Liability made against You
 - ii. the legal costs and expenses of any claimant claiming against You for Advertising Injury, Public Liability or Products Liability that You are liable to pay; and
 - iii. the legal costs reasonably incurred for representing You at any Coronial Inquest or any court of summary jurisdiction.
- c) In relation to Advertising Injury, Public Liability or Products Liability subject to or determined by:
- i. the law outside North America, the indemnity for Your Legal Costs shall not be limited by any Limit of Indemnity
 - ii. the law in North America, the indemnity for Your Legal Costs shall be limited to the amount by which the applicable Limit of Indemnity is not exhausted by the indemnity for the Advertising Injury, Public Liability or Products Liability.

In addition, We will defend in Your name and on Your behalf any claim or legal action against You seeking damages for Personal Injury or Damage to Property or Advertising Injury even if the action is groundless, false or fraudulent, and We will investigate, negotiate and settle any claim or legal action as We see fit.

2. Cover for others

Provided that they observe, fulfil and are subject to the definitions, terms, conditions and exclusions of this section, We will also indemnify, as though they were You, the following that are not named in the Schedule.

- a) Any party with whom You have entered into an agreement for the purpose of Your Business, but only for Occurrences for which You would be liable in the absence of the agreement and only to the extent that the agreement requires You to indemnify that party in relation to that Occurrence.
- b) Any of Your directors, partners, officers or employees, but only for liability incurred by them while acting within the scope of their duties in such capacity.

- c) All Your subsidiary companies (and their subsidiaries) and all Your Managed Organisations, existing at the commencement of the Period of Insurance, for the whole Period of Insurance or until they cease to be Yours before the end of the Period of Insurance; and
- d) If Your subsidiary companies (and their subsidiaries) and all Your Managed Organisations, that became Yours after the commencement of the Period of Insurance, for 90 days from becoming Yours (unless the Period of Insurance ends sooner or they cease to be Yours, whichever shall first occur), but in each case cover is limited:
 - i. to the Business described in the Schedule
 - ii. to Business operations carried out within Australia
 - iii. for Advertising Injury or Public Liability, to Occurrences within Australia.

During the Period of Insurance, You may request Our agreement to insure Your subsidiary companies and Your Managed Organisations that have become Yours after the commencement of the Period of Insurance. In doing so, the duty of disclosure explained in the General Provisions of this Policy will apply in relation to such new companies and organisations. If We agree to provide continuing cover for such companies and organisations, We may first require You to pay an additional premium.

3. Cross liabilities

Where more than one legal entity is insured under this Section 3, We shall indemnify You against Advertising Injury, Public Liability or Products Liability to another Insured as if that other Insured were not a party to the Policy.

4. Loss of goods in your possession or legal control

- a) We will also Indemnify You against Public Liability for physical loss of, or loss of use of, goods that are in Your possession or legal control, as though it were Damage to Property, if the loss was not caused by physical damage or destruction.
- b) The maximum amount that We will pay under this Additional Benefit for all the Public Liability, of all of the parties We are indemnifying, arising during the Period of Insurance, will be \$100,000.

5. Damage to goods in your possession or legal control

- a) We will also indemnify You against Public Liability for:
 - i. physical damage to; or
 - ii. physical destruction of,
 - iii. goods that are in Your possession or legal control as though it were Damage to Property.
- b) The maximum amount We will pay under this Additional Benefit for all the Public Liability, of all of the parties We are indemnifying, arising during the Period of Insurance, shall be \$100,000.

6. First aid expenses

Where We are indemnifying You, or would indemnify You if a claim were made against You for Personal Injury, We will also pay the expenses reasonably incurred by You for first aid given to others at the time of an injury.

EXCLUSIONS

These Exclusions apply to this Section of the Policy. There are also General Exclusions which apply to all Sections of the Policy.

We will not indemnify You against any of the following:

1. Employer's liability (Workers' Compensation)

- a) Liability to the extent that You are entitled to indemnity under any statutory fund, statutory scheme, policy of insurance or self insurance, required by any law relating to workers' compensation, whether or not such fund, scheme or insurance has been effected. However, this Policy will respond to the extent that the Insured's liability would not be covered under any such policy, fund, scheme or self insurance arrangement had it complied with its obligations pursuant to such law.
- b) Liability to any employee of Yours to the extent imposed by industrial award or agreement or determination where such liability would not have been imposed in the absence of such law or industrial award or agreement or determination.
- c) Liability imposed by any law relating to Employment Practices

2. Discrimination and harassment

Liability for discrimination or harassment in violation of statute.

3. Waiver of rights

Liability in respect of all or part of which You, by an agreement, have released or waived Your right to recover indemnity or contribution from another.

4. Contractual liability

Liability assumed by You under an agreement, unless such liability would have attached to You in the absence of that agreement. However, this Exclusion 4 does not apply:

- a) where the liability arises from a provision in a contract for lease of real or personal property other than a provision which obliges you to effect insurance or provide indemnity in respect of the subject matter of the contract.
- b) where the obligation is assumed under those agreements specified in the Schedule

5. Faulty workmanship

Liability to perform, complete or rectify any work undertaken by You or on your behalf, or to pay the cost of performing, completing or rectifying such work.

6. Product recall and repair

Liability to pay:

- a) for the cost of recall, withdrawal from sale, inspection, repair or replacement of Your Products
- b) for the cost of investigation into the cause of any defect; or
- c) In connection with the loss of use of Your Products.

7. Reinstatement, repair or replacement of your products

Liability:

- a) to reinstate, repair or replace Products; or
- b) to pay the cost of reinstating, repairing or replacing Products,

where damage was caused by those Products.

8. Loss of use of property

Liability for loss of use of Property that has not been physically damaged or destroyed, caused by or arising out of:

- a) a delay in, or lack of, performance, by You or on Your behalf, of any contract or agreement; or
- b) the failure of Your Products to meet warranties or representations as to performance, fitness, quality or durability (but this exclusion shall not apply to liability for physical damage or destruction caused to other Property by a Product).

9. Aircraft products

Liability in connection with Products that:

- a) are incorporated into the structure, machinery or controls of Aircraft; and
- b) You know are used in Aircraft.

10. Aircraft and hovercraft

Liability in connection with Your ownership or physical or legal control of, or use by You or on Your behalf of, any:

- a) Aircraft
- b) land, building or structures in an area where Aircraft land or take off, or are housed, maintained or operated, or
- c) Hovercraft.

11. Vehicles

- a) Liability for Personal Injury:
 - i. where such liability arises out of, is caused by, or is in connection with Your ownership, operation or use of a Vehicle; and
 - ii. where the Occurrence happens in circumstances in which compulsory liability insurance or statutory indemnity is required by any legislation, whether or not such insurance has been effected.
- b) Liability for Damage to Property, where such liability arises out of, is caused by, or is in connection with Your ownership, possession, operation or use of a Vehicle that is registered.

- c) Provided that exclusions 11a) and 11b) will not apply to:
 - i. Personal Injury where:
 - (A) compulsory liability insurance or statutory indemnity does not provide indemnity and
 - (B) the reason or reasons why that compulsory liability insurance or statutory indemnity does not provide indemnity do not involve a breach by you of legislation relating to vehicles.
 - ii. The delivery of goods to a Vehicle before Loading or Unloading of goods onto or From a Vehicle or collection of goods from a Vehicle after the Loading or Unloading of goods onto or from a Vehicle; or
 - iii. The Use as a Working Tool of the Vehicle, or plant or attachment to the Vehicle.

12. Watercraft

Liability:

- a) in connection with Your ownership or use by You or on Your behalf of any Watercraft greater than 10 metres in length, except whilst stored on land; or
- b) arising from damage to Watercraft in Your possession or legal control, where the Watercraft is greater than 10 metres

13. Pollution

Liability:

- a) in connection with pollution occurring in North America or subject to jurisdiction of North America
- b) to pay the cost of preventing the discharge, dispersal, release or escape of Pollutants; or
- c) for:
 - i. an Occurrence in connection with the discharge, dispersal, release or escape of Pollutants; or
 - ii. the cost of testing, monitoring, containing, removing, cleaning up or neutralising Pollutants.

Exclusions 13c)i) and 13c)ii) shall not apply to liability arising from a sudden, identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place during the Period of Insurance and occurs outside North America.

14. Asbestos

Liability arising out of or in any way connected with any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

15. Professional liability

Liability caused by, or arising out of, the rendering of or the failure to render professional advice or service by You, but this exclusion does not apply to:

- a) the rendering of or the failure to render professional medical advice by Medical Persons employed by you to provide first aid and other medical services on your Premises, or
- b) Personal Injury or Damage to Property arising therefrom providing such professional advice or service is not given for a fee.

16. Defamation

Liability in connection with the publication or utterance of defamatory or disparaging material:

- a) made before the commencement of the Period of Insurance
- b) made by You, or at Your direction, with knowledge of its falsity; or
- c) related to publishing, advertising, broadcasting or telecasting activities conducted by You, or on Your behalf.

17. Fines and punitive damages

Liability for fines or penalties, or punitive, exemplary or aggravated damages.

18. Foreign non-admitted cover

Liability under the law of any country, state or territory (outside the Commonwealth of Australia) that requires such liability to be insured or secured with an insurer or organisation licensed in that country, state or territory to grant such insurance or security.

19. Advertising injury

Liability caused by, arising out of or in any way connected with:

- a) statement made at the direction of an Insured with the knowledge of its illegality or falsity
- b) breach of contract, other than misappropriation of advertising ideas contrary to an implied or written contract
- c) infringement or passing off of a trade mark, service mark or trade name on any Products, goods or services sold, offered for sale or advertised. This does not apply to infringement of titles or slogans that are not trade marks.
- d) incorrect description of the price of Products, goods or services
- e) mistake in the advertised price of the Products or services
- f) failure of Products, goods or services to conform with advertised performance, quality, fitness durability
- g) any Insured whose principal occupation or Business is advertising, broadcasting, publishing or telecasting; or
- h) acts, errors or omission committed prior to the Period of Insurance.

SPECIAL CONDITIONS

1. Reasonable care

You shall:

- a) take all reasonable precautions to prevent Personal Injury, Damage to Property or Advertising Injury;
- b) comply with, and ensure that Your employees, servants and agents comply with, all laws, by laws, regulations and recognised standards for the safety of persons or property; and
- c) maintain all premises, fittings, plant and equipment in sound condition; and.

2. Conduct of your defence

When You make a claim for indemnity in relation to Advertising Injury, Public Liability or Products Liability under this Section, We shall have the right to conduct of Your defence, to instruct lawyers to provide advice as to Your liability and to represent You.

3. Payment of limit of indemnity

We may at any time pay to you the appropriate Limit of Indemnity (after deducting from it any amounts already paid) or any lesser amount for which a claim or claims may be settled. In doing so We will relinquish the conduct of, and shall be under no further liability in connection with, such claim or claims except for costs and expenses incurred before We made such payment.

4. Claims procedure

You are required to comply with the 'Claims procedure' set out in the 'General conditions of this Policy in the event of the happening of an Occurrence, accident or event that does or may give rise to a claim against You

MARSH ADVANTAGE INSURANCE

CGU Contact

Enquiries 13 24 81

Claims 13 24 80

Mailing address

GPO Box 9902 in your capital city

CGU Insurance Limited

ABN 27 004 478 371

AFSL 238291

CGU.COM.AU

MARSH ADVANTAGE INSURANCE CONTACT

Enquiries 1300 760 171

Mailing address

GPO Box 2637 Adelaide SA 5001

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About Us: Advantage Insurance: Marsh Advantage Insurance is a leading provider of insurance broking services for businesses across Australia. Our company is built on a culture dedicated to understanding the risk and insurance needs of local and national businesses that operate in our cities, regions and communities. We are driven by a commitment to deliver industry leading service and value for our clients.

Marsh Advantage Insurance sits alongside Marsh as part of Marsh & McLennan Companies, a global team of professional services firms offering clients advice and solutions in the areas of risk, strategy and human capital.

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