Arena Entertainment and Events Public & Products Liability Insurance

BIA GL G2 Arena Ent 2 – April 2021

Important Information

The Important Information detailed in A to E below is for your information only. It does not form part of the insurance contract with you, and does not impose contractual obligations on you, or create contractual rights

ABOUT ARENA

Arena Underwriting Pty Ltd (ABN 26 125 869 481 AFSL 317617) (Arena) Arranges for and on behalf of Berkley Insurance Australia.

Arena acts under a binding authority given to it by the insurer to administer and issue policies, alterations and renewals. In all aspects of this Policy Arena acts as an agent for the insurer and not for you.

If you have any queries in relation to your Policy, you can contact Arena in any of the following ways:

Phone:	**02 4952 4477**
Postal Address:	**Suite 7, 25 Anzac Rd**
	Tuggerah NSW 2259
Email:	**info@arenaunderwriting.com.au**

ABOUT BERKLEY INSURANCE

Berkley Insurance Australia (ABN 53 126 559 706, AFS 463129) is part of the W.R Berkley Corporation.

Berkley Insurance Australia underwrites this policy and is responsible for decisions on claims approvals and payments.

Phone:	**02 9275 8500**
Postal Address:	**Level 7, 321 Kent St, Sydney NSW 2000**
Email:	**australia@berkleyinaus.com.au**

Please read the following information

A. Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance

Contracts Act 1984 (Cth), to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of insurance, and if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty, however, does not require disclosure of any matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the course of his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

Non-disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a Claim, or may cancel the contract in accordance with our rights at law, including under the Insurance Contracts Act 1984 (Cth).

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning, in accordance with our rights at law, including under the Insurance Contracts Act 1984 (Cth)

B. Subrogation Agreements

Where another person would be liable to compensate you for any loss or damage otherwise covered by the insurance, but you have agreed with that person either before or after the loss or damage occurred that you would not seek to recover any monies from that person, the Insurer will not cover you under the insurance for such loss or damage.

C. Privacy

Berkley Insurance Australia seeks at all times to comply with the Privacy Act 1988 and the Australian Privacy Principles therein. If we disclose personal information to you for any reason you must also act in accordance with and comply with the terms of the Privacy Act and the Australian Privacy Principles.

Purpose for collection of information

The information contained in this document and any other documents provided to us will be dealt with in accordance with our Privacy Policy.

Disclosure of Information that you provide to us

Berkley Insurance Australia will only use the information in accordance with the terms of the Privacy Policy. Without limiting the application of the Policy Berkley Insurance Australia may disclose personal information to other individuals or organisations in connection with your claim, including legal advisors, other parties, other lawyers, experts and witnesses, courts and tribunals and other organisations that need to be involved in the matter. By submitting your notification and continuing to deal with us you consent to Berkley Insurance Australia and these parties collecting, using and disclosing personal

and sensitive information about you for these purposes. By signing the claim form you are consenting to the above.

You warrant to us that where you provide us with personal information that you have collected from other individuals:

- That the information has been collected in accordance with the Privacy Act 1988.
- That we are authorised to receive that information from you and to use it for the purpose of providing legal claims management services and advice.
- You, and the person who provided you with the information, are aware and have complied with the Privacy Act 1988 and have notified the
- person about whom the personal information is collected of the collection use and disclosure of such information.

By executing the claim form you are indemnifying Berkley Insurance Australia against any breach that arises directly or indirectly out of any act or omission of your part which does not accord with the conduct required under the Privacy Act 1988.

Direct Marketing

We do not disclose personal information that We collect to a third party for the purpose of allowing them to direct market their products and services unless You have given Us Your permission for Us to do this.

Cross Border

We will share Your personal information with the Berkley group of companies. Our data containing Your information is stored in our data centre using dedicated Berkley hardware and network. We may also use Saas, Cloud computing or other technologies from time to time and Your information may be stored outside Australia. We will not transfer personal information to a recipient in a foreign country unless We have appropriate protections in place as required by the relevant privacy laws. Your information will be stored on our data base for such period of time as required by law.

Further information

If you would like further information, please review our full Privacy Policy on our website www. berkleyinaus.com.au or if you have any complaints or concerns over the protection of the information you have given to us or that we have collected from others, contact the National Head of Claims at the Sydney address listed below or alternatively send an email to australiaclaims@berkleyinaus.com.au.

Contact Details

Berkley Insurance Australia

Level 23, 31 Market Street

SYDNEY NSW 2000

Ph: 02 9275 8500

Fax: 02 9261 2773

Email: australia@berkleyinaus.com.au

Web site: www.berkleyinaus.com.au

Arena Entertainment and Events Public & Products Liability Insurance

BIA GL G2 Arena Ent 2 – April 2021

Index

1 Public Liability 2

2 Products Liability 6

3 General Policy Extensions 7

4 General Policy Exclusions 8

5 General Policy Conditions 11

6 General Policy Definitions 13

Arena Entertainment and Events Public & Products Liability Insurance

BIA GL G2 Arena Ent 2 – April 2021

1 Public Liability

1.1 The Cover

Subject to the Terms and Conditions of this policy and the Limit of Indemnity under Section 1 of the Schedule, the Insurer will indemnify the Insured in respect of all sums which they shall become legally liable to pay for Compensation arising from;

1.1.1 Personal Injury to any person;

1.1.2 Property Damage other than to Property belonging to the Insured

first happening during the Period of Insurance within the Territorial Limits as a result of an Occurrence and in connection with the Business.

1.2 Limit of Indemnity

The liability of the Insurer under this Section for Compensation in respect of any one Occurrence or series of Occurrences arising out of or attributable to any one cause or event shall not exceed the Limit of Indemnity in the Schedule.

EXTENSIONS

These Section Extensions are subject otherwise to the terms (including without limitation the Conditions and the Exclusions) of this Policy:

1.3 Movement of Obstructing Vehicles

Exclusion 1.9 shall not apply to liability caused by or arising from any vehicle (not owned by or hired by or lent to the Insured) being driven by the Insured or by any Employee with the Insured's permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians.

PROVIDED THAT:

1.3.1 movements are limited to vehicles parked on or obstructing the Insured's premises or any site at which the Insured is working;

1.3.2 the vehicle causing obstruction will not be driven by any person unless such person is licensed and competent to drive the vehicle;

1.3.3 the vehicle causing obstruction is driven by use of the owner's ignition key;

1.3.4 the Insurer shall not provide indemnity against liability;

1.3.4.1 in respect of damage to such vehicle.

1.3.4.2 in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.

1.4 Overseas Personal Liability

The Insurer will indemnify:

1.4.1 where the Named Insured is a natural person, the Named Insured; or

1.4.2 at the request of the Named Insured;

1.4.2.1 any director, officer, partner or Employee of the Named Insured normally resident in Australia.

1.4.3 any spouse or child of the persons stated in (a) or (b)(i) above who are normally resident in Australia and accompanying such persons in respect of liability incurred by such persons in a personal capacity in connection with an event occurring in a country outside of the Territorial Limits whilst on a temporary visit to such country in connection with the Business. In addition, the Insurer will indemnify the Named Insured for any liability arising out of any event for which the persons referred to at (b)(i) or (b)(ii) are or would, at the request of the Named Insured, be entitled to be indemnified under this extension.

PROVIDED THAT:

1.4.4 any person entitled to indemnity under this Section Extension shall as though they were the Insured be subject to the terms (including without limitation the Conditions and the Exclusions) of this Policy insofar as they can apply;

1.4.5 nothing in this Section Extension shall increase the liability of the Insurer to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified;

1.4.6 the Insurer shall not provide indemnity against;

1.4.6.1 any Contractual Liability but only to the extent to which it would not have attached in the absence of such contract or agreement;

1.4.6.2 liability for which indemnity is provided by any other insurance;

1.4.6.3 liability in respect of Property Damage to property belonging to or in the custody or under the control of any person entitled to indemnity under this Section Extension;

1.4.6.4 liability in respect of Personal Injury to any person entitled to indemnity under this section extension;

1.4.6.5 liability caused by or arising from:

i. the ownership or occupation of land or buildings;

ii. the carrying on of any business, profession, trade or employment;

iii. the ownership possession or use of animals other than horses or domestic dogs or cats.

.

1.5 Leased or Rented Premises

We will indemnify the Insured for Property Damage to premises (including the fittings and fixtures) leased or rented to the Insured for the purpose of The Business provided always that We will not provide indemnity against:

1.5.1 any contractual liability; or

1.5.2 the first $1,000 of each and every occurrence of Property Damage caused other than by fire or explosion.

Notwithstanding General Exclusion 4.3, and Clause 1.5.1, We will indemnify a lessor with whom the Insured has entered into a written agreement for the rental or lease of premises (including the fittings and fixtures) for the purpose of The Business for Property Damage PROVIDED ALWAYS that:

1.5.3 coverage provided to the lessor will be no more extensive than the coverage that would be provided to the Insured if they were held legally liable for the Property Damage; and

1.5.4 coverage will only be provided where the liability arises out the Insured's use of the premises.

The cover provided by this extension is not subject to Exclusion 1.15.2.

1.6 Buildings Temporarily Occupied

We will indemnify the Insured for Property Damage to buildings (including contents therein) which are not owned, leased or rented by the Insured, but are temporarily occupied by the Insured for the purpose of maintenance, alteration, extension, installation or repair of their usual premises

The cover provided by this extension is not subject to Exclusion 1.15.2.

1.7 Plant Hire

We will indemnify the owner of plant with whom the Insured has entered into a written contract or agreement for the hire of such plant for the purpose of The Business for Bodily Injury and/or Property Damage PROVIDED ALWAYS that:

1.7.1 coverage provided to the owner will be no more extensive than the coverage that would be provided to the Insured if they were held legally liable for the Bodily Injury and/or Property Damage; and

1.7.2 coverage will only be provided where the liability arises out the Insured's use of the plant.

The cover provided by this extension is not subject to General Exclusion 4.3.

1.8 Principal's Indemnity

We will indemnify a Principal with whom the Insured has entered into a written agreement in the course of The Business for Bodily Injury and/or Property Damage PROVIDED ALWAYS THAT:

1.8.1 coverage provided to the Principal will be no more extensive than the coverage that would be provided to the Insured if they were held legally liable for the Bodily Injury and/or Property Damage; and

1.8.2 coverage will only be provided where the liability arises as a result of an Occurrence in the course of The Business.

The cover provided by this extension is not subject to General Exclusion 4.3.

EXCLUSIONS

The Insurer shall not provide indemnity against liability:

1.9 in respect of Personal Injury to any Employee or person arising out of and in the course of employment by the Insured, where the Insured is indemnified or would be entitled to be indemnified (either in whole or in part) in accordance with insurance arranged or required to be arranged in respect of any workers' compensation law;

1.10 in respect of Personal Injury to any Employee for mental anguish, harassment, libel, slander, defamation, humiliation or discrimination whilst in the Insured's service or while employed by the Insured;

1.11 imposed by the provisions of any workers' compensation law or accident compensation legislation or industrial award, agreement or determination;

1.12 caused by or arising from the ownership possession maintenance operation or use by or on behalf of the Insured of any:

1.12.1 airlines, Aircraft, aerodromes, airports, and/or other aviation risks, spacecraft, launch sites and/or other space risks;

1.12.2 hovercraft or Watercraft other than hand propelled Watercraft or other Watercraft not exceeding 8 metres in length.

1.13 caused by or arising from the ownership possession operation or use by or on behalf of the Insured of any Mechanically Propelled Vehicle:

1.13.1 for which compulsory insurance or security is required under any legislation governing the use of the vehicle;

1.13.2 where indemnity is provided by any other insurance effected by or on behalf of the Named Insured or the Insured.

Provided that this Exclusion shall not apply to liability caused by or arising from:

1.13.3 the use of vehicles whilst being operated as a Tool of Trade at the Insured's premises or on any site at which the Insured is working;

1.13.4 the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle;

1.13.5 Damage to any building, bridge, weighbridge, road or to anything beneath caused by vibration or by the weight of any vehicle or of its load.

1.14 caused by or arising from any Product supplied after it has ceased to be in the custody or under the control of the Insured or any Employee other than food or drink for consumption on the Insured's premises.

1.15 in respect of Property Damage to property:

1.15.1 belonging to the Insured;

1.15.2 in the physical or legal care, custody or control of the Insured or any Employee of the Insured, other than;

1.15.2.1 personal effects of any visitor, director, partner or Employee of the Insured;

1.15.2.2 premises (including their fixtures and fittings) leased or rented to the Insured;

1.15.2.3 premises and their contents not belonging to, leased or rented to the Insured, at which the Insured is conducting work as part of their usual Business;

1.15.2.4 buildings (including contents therein) which are not owned leased or rented by the Insured but are temporarily occupied by the Insured for the purpose of maintenance alteration extension installation or repair.;

1.15.2.5 vehicles and their contents in any Car Park owned by the Insured not operated for reward;

1.15.2.6 all other property up to a limit of $250,000 in the aggregate in any one Period of Insurance.

1.16 which is indemnifiable under Section 2 of this Policy.

2 Products Liability

2.1 The Cover

Subject to the Terms and Conditions of this policy and the Limit of Indemnity under Section 2 in the Schedule, the Insurer will indemnify the Insured in respect of all sums which they will become legally liable to pay for Compensation arising from:

2.1.1 Personal Injury to any person;

2.1.2 Property Damage other than to Property belonging to the Insured;

first happening during the Period of Insurance anywhere within the Territorial Limits as a result of an Occurrence and caused by any Product.

2.2 Limit of Liability

The liability of the Insurer for Compensation under this Section 2 shall not exceed the amount stated as the Limit of Indemnity in the Schedule in any one Period of Insurance.

2.3 Exclusions

The Insurer shall not provide indemnity against liability:

2.3.1 in respect of damages, costs or expenses arising out of the withdrawal recall inspection repair replacement alteration removal rectification reinstatement or reinstallation of any of the Insured's Products or any refund made in respect of any of the Insured's Products;

2.3.2 against liability caused by or arising from any Product which to the knowledge of the Insured is intended for:

2.3.2.1 use in or on any aircraft or aero spatial device; or

2.3.2.2 aviation or aero spatial purposes.

2.3.3 caused by or arising from any Product supplied which to the knowledge of the Insured is for use in or supply to the United States of America or Canada and their respective protectorates and territories unless otherwise agreed in writing by the Insurer;

2.3.4 property damage to your Products if the damage is attributable to any fault or defect in them or to their harmful nature or unsuitability;

2.3.5 which is indemnifiable under Section 1 of this Policy

3 General Policy Extensions

Applicable to the whole Policy except where indicated.

These General Policy Extensions are subject otherwise to the terms (including without limitation the Conditions and the Exclusions) of this Policy.

3.1 Defence Costs and Expenses

in respect of any claim for which indemnity is available under Sections 1 and 2 of this Policy, the Insurer will pay, in addition to such indemnity, all costs and expenses (other than loss of earnings) in respect of investigation, settlement or defence of such claim incurred with the written consent of the Insurer. PROVIDED ALWAYS THAT:

3.1.1 the Insurer will not be obligated to pay any such costs and expenses after the Limit of Indemnity has been exhausted by payment of judgements or settlements;

3.1.2 in the event of an Occurrence happening in the United States of America, Canada or their respective protectorates and territories for which Compensation is otherwise payable by the Insurer under this policy, the Limit of Indemnity shall apply to such claims inclusive of such Defence Costs and Expenses.

3.2 Costs of Court Attendance

In the event of any of the under-mentioned persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this Policy the Insurer will reimburse the Insured at the following rates per day for each day on which attendance is required:

3.2.1 any director or partner of the Insured AUD 650;

3.2.2 any Employee AUD 250.

Indemnity to Other Persons

The Insurer will also indemnify:

3.2.3 the legal personal representatives of the Named Insured or any other person entitled to indemnity under this Policy but only in respect of liability incurred by the Named Insured or such other person;

3.2.4 any owner of plant hired to the Insured but only to the extent required by the conditions of any written contract or agreement of hire any officer or member of the Insured's catering social sports educational medical dental and welfare organisations and fire security first aid and ambulance services in their respective capacity as such but not any medical or dental practitioner in respect of medical or dental services provided.

PROVIDED ALWAYS THAT:

3.2.5 any persons specified above shall as though they were the Insured be subject to the terms (including without limitation the Conditions and the Exclusions) of this Policy insofar as they can apply;

3.2.6 nothing in this General Policy Extension shall increase the liability of the Insurer to pay any amount exceeding the Limit of Indemnity of the operative Section(s) regardless of the number of persons claiming to be indemnified.

3.3 Cross Liabilities

If the Named Insured comprises more than one party the Insurer will under Sections 1 and 2 provide indemnity to each such Named Insured in the same manner and to the same extent as if a separate Policy had been issued to each of them.

Provided that nothing in this General Policy Extension shall increase the liability of the Insurer to pay any amount exceeding the Limit of Indemnity of the operative Section(s) regardless of the number of persons claiming to be indemnified.

4 General Policy Exclusions

Applicable to Section 1 and 2 of this policy.

4.1 Radioactive Contamination

The Insurer shall not provide indemnity in respect of any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

4.1.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

4.1.2 the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

4.1.3 exposure to magnetic, electric or electromagnetic fields or radiation.

4.2 War and Terrorism

The Insurer shall not provide indemnity in respect of any liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, Act of Terrorism or military or usurped power or confiscation or nationalisation or requisition or destruction of or Property Damage by or under the order of any government or public authority or any action taken in controlling, preventing, suppressing or in any way relating to any of the above.

4.3 Contractual Liability

The Insurer shall not provide indemnity in respect of liability assumed under an agreement unless such liability:

4.3.1 would have attached in the absence of such agreement;

4.3.2 arises out of a condition or warranty of goods implied or imposed by statute;

4.3.3 has been agreed by the Insurer and specifically designated in the Schedule or in any written Endorsement.

4.4 Pollution or Contamination

The Insurer shall not provide indemnity in respect of:

4.4.1 liability arising from Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place within the Territorial Limits in its entirety at a specific time and place during the Period of Insurance;

4.4.2 the cost of removing nullifying or cleaning up seeping polluting or contaminating substances unless the Pollution or Contamination is caused by a sudden identifiable unintended and unexpected incident which takes place within the Territorial Limits in its entirety at a specific time and place during the Period of Insurance.

4.5 Professional Liability

The Insurer shall not provide indemnity in respect of liability caused by or arising out of the rendering of or failure to render professional advice, design, specification or service for a fee.

4.6 Asbestos

The Insurer shall not provide indemnity in respect of liability directly or indirectly arising out of resulting from in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity.

4.7 Cyber Liability

The Insurer shall not provide indemnity in respect of liability directly or indirectly arising out of:

4.7.1 alteration of, or damage to; or

4.7.2 a reduction in functionality availability or operation of;

a computer system or programme hardware data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment as a result of the Insured's "e-activities".

For the purpose of this exclusion, "e-activities" means any use of or Business undertaken by the Insured or by any person, persons, partnership, firm or company acting for or on behalf of the Insured in connection with electronic networks including the internet and private networks intranets extra-nets electronic mail worldwide web and similar medium.

4.8 Fines, Penalties, Punitive and Liquidated Damages

The Insurer shall not provide indemnity in respect of any liability to pay fines, penalties, punitive, liquidated exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

4.9 Loss of Use

The Insurer shall not provide indemnity under this policy for any claim in respect of loss of use of tangible property which has not been physically injured or destroyed resulting from:

4.9.1 a delay in or lack of performance by or on behalf of the Insured of any contract or agreement; or

4.9.2 the failure of the Insured's Products to meet the level of performance, quality, fitness or durability warranted or represented by the Insured.

This General Policy Exclusion 4.9.2 shall not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of Products or work performed by or on behalf of the Insured after such Products or work have been put to their intended use by any entity other than the Insured.

4.10 Rectification of faulty work

The Insurer shall not provide indemnity under this policy for any liability arising from any claim in respect of the rectification of faulty work performed by or on behalf of the Insured.

4.11 Libel, slander or defamatory material

The Insurer shall not provide indemnity under this policy in respect of liability directly or indirectly arising out of the publication or utterance of libel or slander or other defamatory material.

4.12 Other Insurance

The Insurer shall not provide indemnity under this policy in respect of any liability to the extent that indemnity is available to the Insured (or other person entitled to make a claim on the Policy) for such liability under some other contract of insurance PROVIDED THAT:

4.12.1 this exclusion shall not operate in respect of a claim by the Named Insured where the Named Insured has entered into the other contract of insurance.

4.13 Crowd Control

The Insurer shall not provide indemnity under this policy for any liability arising out of or caused by or in connection with any crowd control operation or security screening operation carried out by or on behalf of the Insured.

However, this exclusion shall not apply to the Insured's vicarious liability arising from an act, error or omission (not otherwise excluded by this Policy) of licensed security contractors engaged by the Insured provided that the Insured has obtained proof of liability insurance from such contractors and to whom the Insured has contractually assigned responsibility for crowd control, crowd safety, security screening and bag inspections.

4.14 Pyrotechnics

The Insurer shall not provide indemnity under this policy for any liability arising out of or caused by or in connection with the storage and/or use of any pyrotechnics. However, this exclusion shall not apply to the Insured's vicarious liability arising from an act, error or omission of contracted pyrotechnicians that are appropriately licensed & have provided the Insured with proof of liability insurance.

4.15 Participation Risk

The Insurer shall not provide indemnity under this policy for any liability arising out of anyone's participation in any:

4.15.1 sport, game, match, race, practice, training course, trial, contest, competition; or

4.15.2 performances involving the use of fire.

This exclusion does not apply to the following:

(a) party games played by children which are put on by children's entertainers;

(b) practices which involve rehearsal or practicing for performing arts performances;

(c) competitions/contests that involve non-contact sports or non contact physical challenges.

4.16 Crowd Surfing, Moshing And Stage Diving

The Insurer shall not provide indemnity under this policy for any liability arising out of or caused by or in connection with crowd surfing, stage diving and or moshing activities.

However, this exclusion shall not apply to the Insured's liability arising from these activities, subject to a condition that signage is present near the stage and at the entrance to the venue prohibiting moshing, stage diving & crowd surfing.

4.17 Martial Arts Events

The Insurer shall not provide indemnity under this policy for any liability arising from injury to persons, participants or officials whilst participating in or officiating over, or training for, any boxing, martial arts, wrestling, MMA, kickboxing or any other type of contact fighting sports.

4.18 Self Promoted Show, Performance or Concert

The Insurer shall not provide indemnity under this policy for any liability arising from shows, performances or concerts where the Insured is acting as event organizer, event promoter or who "self-promote" their own performances.

"Self-promoted" means Insureds who hire out venues to stage their own shows, performances or concerts. Door-deals are not considered "self-promoted".

4.19 Workshop/Tuition – Excluded Activities

The Insurer shall not provide indemnity under this policy for any liability arising from Insureds' who are responsible for staging workshops or activities which include any of the following:-

4.19.1 Dance schools where this is their primary business;
4.19.2 Drama schools where this is their primary business;
4.19.3 Tuition of or participation in aerial, acrobatics or trapeze activities;
4.19.4 Tuition of or participation in fire performing (but only where naked flames are being used;
4.19.5 Tuition of or participation in gymnastics;
4.19.6 Tuition of or participation in competitive sporting activities;
4.19.7 Tuition of or participation in adventure type activities;
4.19.8 Tuition of or participation in circus skills;
4.19.9 Tuition of or participation in Tattooing and body piercing (face painting and spray tattooing are covered);
4.19.10 Tuition of or participation in Filming and/or video production activities.

5 General Policy Conditions

Applicable to the whole Policy unless indicated otherwise.

5.1 Material Change

The Insured shall notify the Insurer of any material change to the Business within 30 days of such change taking place or as soon as reasonably practicable. The Insurer shall reserve the right to amend the terms and Conditions of this policy as appropriate, having regard to the nature of the risks to be assumed by the Insurer, upon receipt of this information and may also cancel the Policy in certain circumstances, in accordance with our rights at law, including under the Insurance Contracts Act 1984 (Cth).

5.2 Premium Adjustment

If the Premium is based on estimates an accurate record containing all particulars relative thereto shall be kept by the Insured. The Insured shall at all times allow the Insurer to inspect such record (on reasonable notice to the Insured) and shall supply such particulars as the Insurer may reasonably require within one month from the expiry of the Period of Insurance and the Premium shall thereupon be adjusted by the Insurer from time to time. At the request of the Insurer the Insured shall supply an auditor's certificate in support of such particulars.

If the Insured fails to supply such particulars within the period stated the Insurer shall be entitled to make a reasonable estimate of such particulars and adjust the Premium accordingly.

5.3 Reasonable Care

The Insured shall take all reasonable care:

5.3.1 to prevent any event which may give rise to a claim under this Policy;

5.3.2 to maintain the premises plant and everything used in the Business in proper repair;

5.3.3 in the selection and supervision of Employees;

5.3.4 to comply with all statutory and other obligations and regulations imposed by any authority;

5.3.5 to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

5.4 Claims (Notice in Writing from the Insured)

The Insured or their legal personal representatives shall give notice in writing to the Insurer as soon as possible after any Occurrence or event which may give rise to liability under this Policy with full particulars of such Occurrence or event. Every claim notice letter or writ or process or other document served on the Insured shall be forwarded to the Insurer as soon as practicable after receipt.

Notice in writing shall also be given immediately to the Insurer by the Insured of any impending prosecution inquest or fatal inquiry in connection with any such event.

Notice of any claim will be provided in writing to:

National Head of Claims

australiaclaims@berkleyinaus.com.au

Berkley Insurance Australia

PO Box Q296

QVB NSW 1230

5.5 Claims (Conduct and Control)

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurer.

The Insurer shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or the settlement of any claim and to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise against all other parties or persons. The Insurer shall have full discretion in the conduct of any proceedings and in the settlement of any claim against the Insured and the Insured shall give all such information and assistance as the Insurer may require.

5.6 Claims (Discharge of Liability)

The Insurer may at any time at its sole discretion (and acting reasonably having regard to the relevant circumstances) under Sections 1 and 2 pay to the Insured the Limit of Indemnity (less any sum or sums already paid in respect or in

lieu of Compensation) or any lesser sum for which the claim or claims against the Insured can be settled and upon such payment the Insurer shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which the Insurer may be responsible incurred prior to such payment.

PROVIDED ALWAYS THAT:

In the event of a claim or series of claims resulting in the liability of the Insured to pay a sum in excess of the Limit of Indemnity the Insurer's liability under Sections 1 and 2 for costs and expenses shall not exceed an amount being in the same proportion as the Insurer's payment to the Insured bears to the total payment made by or on behalf of the Insured in settlement of the claim or claims. Any dispute concerning the interpretation of the terms of this Policy shall be resolved in accordance with the law and submit to the jurisdiction of the territory in which this Policy is issued.

5.7 Premium

The Insured must pay to the Insurer, all Premiums due to the Insurer together with all taxes (General Insurance Tax) due on the Premiums.

5.8 Subrogation

In the event of any payment under this Policy, the Insurer shall be subrogated to all the Insured's rights of recourse against any other entity (ies), person or organisation. The Insurer shall be entitled to pursue and enforce such rights in the name of the Insured who shall provide us with all reasonable assistance in order to secure those rights. The Insured is not to waive or release any right of recourse against any other entity without first obtaining permission in writing from the Insurer.

5.9 Cancellation

This policy may be cancelled at any time at the written request of the Insured in which case the Insurer shall provide a pro rata refund of premium for the unexpired period of insurance provided no claim or incident has been notified in the current period of insurance.

The Insurer may cancel this Policy in accordance with Sections 59 and 60 of the Insurance Contracts Act 1984 (Cth) and as amended, by giving notice by recorded delivery letter to the last known address of the Insured and in such case the Insured shall be entitled to the return of a proportionate part of the Premium in respect of the unexpired Period of Insurance or if the Premium has been based wholly or partly upon estimates the Premium shall be adjusted in accordance with General Policy Condition 2 except that if a claim or incident has been notified in the current Period of Insurance no refund of Premium shall be made.

5.10 Notification of Other Insurances

If at the time of any Personal Injury or Property Damage which is indemnifiable, or but for exclusion 4.12 would be indemnifiable, under this policy there exists any other insurance policy which would provide indemnity to the Insured, then the Insured must provide full details of any such insurance policy to the Insurer when making any claim under this policy.

5.11 Jurisdiction and service

In the event of a dispute arising under or in connection with this policy, We at the request of the Insured will submit to the jurisdiction of competent courts in the Commonwealth of Australia. The dispute shall be determined in accordance with the law and practice of that jurisdiction, as applied in those courts.

5.12 RSA Condition

It is a condition that where alcohol is supplied, served or sold by or on behalf of the Insured that the legally required licenses, training, management, processes and responsible service of alcohol certificates are in place.

6 General Policy Definitions

Applicable to the whole Policy wherever these words appear starting with a capital letter.

6.1 Act of Terrorism

means the actual or threatened:

6.1.1 use of force or violence against persons or Property;

6.1.2 commission of an act dangerous to human life or Property; or

6.1.3 commission of an act that interferes with or disrupts an electronic or communication system undertaken by any person or group whether or not acting on behalf of or in connection with any organisation government power authority or military force when any of the following applies;

6.1.4 the reasonably apparent intent or effect is to intimidate or coerce a government or organisation or to disrupt any segment of the economy;

6.1.5 the reasonably apparent intent or effect is to cause alarm fright fear of danger or apprehension of public safety in one or more distinct segments of the general public or to intimidate or coerce one or more such segments; or

6.1.6 the reasonably apparent intent or effect is to further political ideological religious or cultural objectives or to express support for (or opposition to) a philosophy ideology religion or culture.

6.2 Aircraft

shall mean any vessel, craft or thing made or intended to transport persons or property through the air, atmosphere or space.

6.3 Business

shall mean the Insured's business as described in the Schedule and shall include:

6.3.1 the provision and management of catering, social, sports, educational, medical, dental and welfare organisations for the benefit of the Insured's Employees and fire, security, first aid and ambulance services;

6.3.2 the ownership, repair, maintenance and decoration of the Insured's premises;

6.3.3 private work carried out by any Employee of the Insured (with the consent of the Insured) for any director, partner or senior official of the Insured.

6.4 Compensation

shall mean:

6.4.1 all sums which the Insured shall be legally liable to pay as compensation;

6.4.2 Claimant's costs and expenses resulting from Occurrences within the Territorial Limits; but not fines or penalties punitive, liquidated, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

6.5 Conditions

shall mean the General Policy Conditions.

6.6 Contractual Liability

shall mean liability which attaches by virtue of a contract or agreement.

6.7 Employee

shall mean:

6.7.1 any person engaged in the Business under a contract of service or apprenticeship with the Named Insured;

6.7.2 any person under a contract of service or apprenticeship with another employer who is hired to or borrowed by the Named Insured;

6.7.3 any person engaged by the Named Insured under a work experience government training or similar scheme.

6.8 Endorsement

shall mean any endorsement(s) which might apply to this Policy ("Policy Endorsement") or individual Section ("Section Endorsement").

6.9 Excess

shall mean the total amount shown in the Schedule payable by the Insured or any other person entitled to indemnity. The Excess applies to each Occurrence or Claim as specified in the Schedule and is payable at such time required by the Insurer.

If any payment made by the Insurer shall include the amount for which the Insured or any other person entitled to indemnity is responsible such amount shall be repaid to the Insurer forthwith.

6.10 Exclusions

shall mean the General Policy Exclusions and the Section Exclusions.

6.11 Insured

shall mean:

6.11.1 the Named Insured;

6.11.2 any partner, officer, director, Employee or volunteer of the Named Insured while acting within the scope of their duties for the Named Insured;

6.11.3 any Principal of the Named Insured but only in respect of the liability of such principal arising out of the performance by the Named Insured of any contract or agreement for the performance of work or services in connection with the Business.

6.12 Insurer

shall mean Berkley Insurance Company (trading as Berkley Insurance Australia) ABN 53 126 559 706.

6.13 Limit of Indemnity

shall mean the sum insured as specified in the Schedule and is the maximum amount payable by the Insurer. The Limit of Indemnity in respect of Occurrences in the United States of America, Canada and their respective protectorates and territories shall be inclusive of Defence Costs, claimant's costs and Expenses and will apply in the aggregate to all claims in any one Period of Insurance.

6.14 Mechanically Propelled Vehicle

shall mean any type of machine on wheels, skis or on self-laid tracks made or intended to be propelled other than by manual or animal power.

6.15 Named Insured

shall mean the person(s) or corporate body(ies) named as insured in the Schedule.

6.16 Occurrence

shall mean:

6.16.1 an event, including continuous or repeated exposure to substantially the same general conditions, which result in Personal Injury or Property Damage that is neither expected nor intended from the Insured's standpoint;

6.16.2 all events of a series consequent on or attributable to one source or original cause are deemed to be one Occurrence.

6.17 Period of Insurance

shall mean the period specified in the Schedule or any Endorsement.

6.18 Personal Injury

shall mean:

6.18.1 bodily injury, death illness, disease, or disability;

6.18.2 mental injury mental anguish or shock;

6.18.3 false arrest, false imprisonment, wrongful detention, malicious prosecution, or humiliation;

6.18.4 assault and battery not committed by or at the direction of the Insured, unless committed for the purpose of preventing or eliminating danger to persons or property;

6.18.5 racial, religious, sexual or age discrimination not committed by or at the direction of the Insured;

6.18.6 loss of consortium resulting from any of the circumstances described in clauses (6.18.1) to (6.18.4) above.

6.19 Policy

shall mean and include:

6.19.1 all terms (including without limitation the Cover, Definitions, Extensions, Conditions, Exclusions and Limit of Indemnity) set out in this document;

6.19.2 the Schedule;

6.19.3 all Endorsements; incorporated in and issued from time to time for incorporation in this document;

6.19.4 all of which shall be read together and constitute the contract of insurance.

6.20 Pollution or Contamination

shall mean:

the discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon buildings or structures or of water or land or the atmosphere; and

6.20.1 all Property Damage or Personal Injury directly or indirectly caused by or arising from such pollution or contamination as described in 1.20.1 above happening outside of the United States of America, Canada and their respective protectorates and territories.

6.21 Premium

shall mean the amount payable by the Insured specified as such in the Schedule or any Endorsement.

6.22 Principal

shall mean any person, employer, firm, company, ministry or authority for whom the Insured is carrying out a contract or agreement for the performance of work.

6.23 Product

shall mean any product or item (after it has ceased to be in the possession of the Insured) sold supplied erected repaired altered treated installed processed manufactured tested serviced hired out stored transported or delivered by or through the Insured including containers packaging or labelling thereof in the course of the Business in or from the Territorial Limits and also includes:

6.23.1 any design, formula or specification of such Product;

6.23.2 anything in respect of which the Insured is deemed to be the manufacturer by operation of a law of Australia or its external territories.

6.24 Property Damage

shall mean:

6.24.1 physical injury to, destruction of or loss of tangible property including resulting loss of use of that property;

6.24.2 loss of use of tangible property that is not physically damaged, lost or destroyed provided that such loss of use is caused by physical damage to or destruction of other tangible property.

6.25 Schedule

shall mean the Schedule for the time being in force.

6.26 Section

shall mean each individual section of this Policy.

6.27 Territorial Limits

shall mean anywhere in the World except the United States of America, Canada and their respective protectorates and territories where this insurance will only apply in respect of the Insured's Product exported into such countries as agreed in writing by the Insurer and/or executives normally resident in the Commonwealth of Australia travelling to such countries.

6.28 Tool of Trade

shall mean any Mechanically Propelled Vehicle which has mechanical digging, scraping, drilling equipment or any tool or plant attached but only when it is being used by the Insured on any worksite at which work is performed for or in connection with the Business.

6.29 Watercraft

shall mean any vessel, craft, or thing made or intended to float on or in or travel on or through or under water.

References in this Policy to any statute, statutory provision, directive or other legislation include a reference to that statute statutory provision directive or legislation as amended extended consolidated or replaced from time to time (whether before or after the date of this Policy) and include any order regulation instrument or other subordinate legislation made under the relevant statute statutory provision directive or legislation.