



CHUBB INSURANCE COMPANY  
OF AUSTRALIA LIMITED  
ABN 69 003 710 647

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## **CERTIFICATE OF INSURANCE**

EFFECTED THROUGH

### **CHUBB INSURANCE COMPANY OF AUSTRALIA LIMITED**

Citigroup Centre, Level 29  
2 Park Street, Sydney  
NSW, 2000, Australia  
A.C.N. 003 710 647 A.B.N. 69 003 710 647  
AFS No. 239778

**Arranged By ACTION ENTERTAINMENT INSURANCE  
SPECIALIST EVENT & ENTERTAINMENT INSURANCE ADVISORS  
Authority No. 292988**

**AUTHORISED REPRESENTATIVE OF ACTION INSURANCE BROKERS  
ABN 39 080 844 426 AFS Licence No. 225047**

**PO BOX 5282 CHATSWOOD WEST NSW 1515 Suite 230, 1 Katherine St, Chatswood NSW 2057  
PH: 1300 655 424 FX: 02 9411 3488 [Ian@actioninsurance.com.au](mailto:Ian@actioninsurance.com.au)**

This Certificate of Insurance confirms that in return for payment of Premium shown in the Schedule, Chubb have agreed to insure you, in accordance with the wording attached to this Certificate.

In accepting this insurance, Chubb have relied on the information and statements that you have provided on the Proposal Form (or Declaration) You should read this Certificate carefully and if it is not correct contact Chubb Insurance Company of Australia Limited. It is an important document and you should keep it in a safe place with all other papers relating to this Insurance.

Chubb Insurance Company of Australia Limited 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. Any enquiry or complaint relating to this insurance should be referred to Chubb in the first instance.

If your complaint dispute remains unresolved you will be referred to the Internal Dispute Resolution Panel, which is made up of Senior Management staff of Chubb Insurance Company of Australia Limited. If your complaint is still unresolved after this juncture, the Internal Dispute Resolution panel will advise you as to what avenues are available should you wish to pursue your complaint further.

Chubb, upon accepting this insurance agree that if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and Chubb will submit to the jurisdiction of any competent Court in the Commonwealth of Australia.

In the event of a claim arising under this insurance IMMEDIATE NOTICE should be given to:

### **CHUBB INSURANCE COMPANY OF AUSTRALIA LIMITED**

Citigroup Centre, Level 29  
2 Park Street, Sydney  
NSW, 2000, Australia  
Tel. 61-2-9273 0100  
Fax. 61-2-9273 0101



CHUBB INSURANCE COMPANY  
OF AUSTRALIA LIMITED  
ABN 69 003 710 647

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WE, CHUBB INSURANCE COMPANY OF AUSTRALIA LIMITED, (A.B.N. 69 003 710 647) hereby agree, in consideration of the payment to us by or on behalf of the Insured of the premium specified in the Schedule, to insure against loss, damage or expense to the extent and in the manner as shown in the schedule and attaching certificate.

**PROVIDED THAT:**

The liability of Chubb shall in no case exceed the total sum insured hereby, nor the individual sums insured allocated on the Schedule, or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of Chubb.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise the Insurer's liability shall be restricted as per the Insurance Contracts Act.

The amount of Premium mentioned in the Schedule is the amount due to Chubb and any commission allowed by them is to be regarded as remuneration of the Broker placing the Insurance.

In the event of any occurrence likely to result in a claim under this Insurance, IMMEDIATE NOTICE should be given to Chubb Insurance Company of Australia Limited, and to the Police if appropriate.

The assured is requested to read this Certificate carefully and return it to your Broker for correction if any error is discovered.

You should keep this document in a safe and convenient place and also keep receipts or other evidence of ownership and value of items of significant value.

**COVER**

This Certificate insures against physical loss of or physical damage to the property as described in the schedule attached while at the location(s) and within the territorial limits specified in the Schedule occurring during the period of insurance subject to the following exclusions, claims settlements, conditions and endorsements.

In addition to the sum insured, this policy will pay for the hire of similar replacement equipment to the subject of the claim, for all emergency situations where immediate replacement equipment is required for the Insured to perform, rehearse, record or conduct their normal business activities,

Emergency hire costs are defined as, and limited to performances or events organised and booked prior to the date of loss, up to a maximum of 20% of the gross amount claimed or 20% of the specified sum insured of the items claimed on or 30 calendar days hire costs - whichever is the lessor. Evidence of such will be required in the event of a claimable loss under this section of the Policy.

Hiring costs will only be paid subject to a recoverable claim under this Policy.

**EXCLUSIONS**

This Certificate does not cover

- A. Any loss or damage caused by or resulting from:
  - (i) natural ageing, gradual deterioration, inherent defect, rust oxidation, moth or vermin,
  - (ii) any repairing, restoring, retouching or similar process,
  - (iii) electrical, electronic or mechanical derangement of the subject matter insured (as per the Schedule of Items) unless such electrical, electronic or mechanical derangement is caused by a peril insured against,



- (iv) aridity, humidity, exposure to light or extremes of temperature unless the loss arises as a direct consequence of an event not excluded under this insurance,
  - (v) breakage of strings, reeds or drumheads, unless such breakage is a direct result of loss or damage to the instruments involved;
  - (vi) infidelity of persons to whom the insured property may be loaned or rented;
  - (vii) the amount of the deductible stated in the Schedule for each and every loss
  - (ix) theft or disappearance of property from any vehicle when such vehicle is left unattended unless the property is kept in locked boot or, if vehicle does not have a boot, the property to be kept in locked vehicle and not in view. This exclusion shall not apply where loss occurs whilst the equipment is being loaded or unloaded from a vehicle.
  - (x) loss or damage caused by or resulting from wilful misconduct or from fraudulent, dishonest or criminal acts or omissions committed alone or in collusion with others by you, your partners, directors, trustees or employees or by anyone authorised by you, or anyone to whom you have entrusted insured items for any purpose,
  - (xi) any act of, or damage to insurable items resulting from terrorism, as per the Exclusion wording attached to the back of this wording,
  - (xii) loss or damage caused by or resulting from, directly or indirectly, acts of war, undeclared war, civil war, riot, civil commotion, insurrection, rebellion, warlike acts by military forces or personnel, the destruction or seizure of the Item(s) for a military purpose, or the consequence of any of these actions,
  - (xiii) loss or damage caused by or resulting from latent defect or any quality within the Item(s) which caused loss or damage to them,
  - (xiv) loss or damage caused by or resulting from seizure, confiscation, expropriation, nationalisation or destruction of any Item(s) by order of a governmental authority,
  - (xv) loss or damage caused by or resulting from loss of market, loss of use or delay,
  - (xvi) any transit to, or storage/use of Item(s) in Cuba, North Korea, Libya, Laos, Cambodia, Iran, Iraq, Myanmar, Sudan, Afghanistan, Serbia and Montenegro.
- B. Consequential loss of any kind.
- C. Any physical loss or damage or any consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000.
- i) to correctly recognise any date as its true calendar date.
  - ii) to capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or auction as a result of treating any date otherwise than as its true calendar date.
  - iii) to capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date.



but this shall not exclude:

any ensuing physical loss of or damage to property insured;

- (i) resulting from a peril insured under this insurance and
- (ii) which is not otherwise excluded;

D. War Risks

Any **loss, damage** or any liability directly or indirectly caused by, contributed to by, or arising from war (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.

E. Pressure Waves

Any loss or damage directly caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

F. Radioactive Contamination

Any loss or damage or liability directly or indirectly caused by or contributed to by or arising from:

- a) Ionising radiation's or contamination by radio activity or from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) The radioactive, toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## CLAIM SETTLEMENT

At our option we will pay the cost of reinstating, replacing or repairing the damaged property.

The most we will pay for any item not individually listed in the schedule shall be the market value of each item immediately prior to the loss.

The most we will pay for any item individually listed in the schedule shall be the **brand new replacement cost** but not exceeding the sum insured for that item. **Where the item is of vintage or collectable nature, the most we will pay will be the current market value (immediately prior to the loss) or the sum insured, whichever is the lesser.**

In the event of total loss of any item listed in the schedule, all cover shall be terminated and if a replacement is purchased, your insurance adviser should be notified so that cover may be arranged and any additional premium required may be notified to you.

Please **note**:- Where a claim includes an item which forms part of a pair or set we will pay the lesser of:

- i) the cost to repair the damaged property to its condition before the loss or damage.
- ii) the cost to replace it
- iii) the residual depreciation in value.

Please **note**:- In the event of partial loss or damage of an item, the amount of the loss shall be the cost of restoration or repair plus any resulting depreciation in value, but not exceeding the sum insured for that item.

Please **note**:- Following the payment of a claim for the total loss of an item, pair or set individually listed, Chubb shall become the full owners and reserve the right to take possession of such item, pair or set.



## CONDITIONS

Anything to be done or complied with by the Assured shall be a condition Precedent to Chubb's liability.

### 1. Due Diligence

The Assured must take all reasonable steps to maintain the insured property in a good and proper condition and take all reasonable measures to protect the insured property.

### 2. Transits

When insured property is forwarded Unaccompanied the Assured must ensure, that the insured property is packed, unpacked and secured by competent professional packers.

### 3. Notice and Proof of Loss

In the event of loss or damage likely to involve a claim under this Insurance immediate notice is to be given to Chubb, and to the Police if appropriate.

In the event of loss or damage to the insured property, the Assured must give to Chubb such relevant information and/or evidence as may reasonably be required and co-operate fully in the investigation or adjustment of any claim.

### 4. No Benefit to Bailee

This Insurance will not work in any way to the benefit of any bailee or person to whom the insured property is entrusted for any purpose, including carriage or storage.

### 5. Acquisitions

If the Assured acquires additional items during the Certificate period, these items will be covered under the Certificate providing the Assured notifies Chubb within thirty (30) days of acquisition and pays a pro rata additional Premium.

Limited to a maximum of ten per cent (10%) of the total Insured Value as stated in the Schedule of Items.

### 6. Protection & Maintenance Clause

The Assured must ensure that all physical protections notified to Chubb are engaged whenever the Location is left unattended and at all other reasonable times.

The Assured must also ensure that all burglar alarm systems notified to Chubb are activated whenever the Location is left unattended and at all other reasonable times. The Assured must also advise Chubb as soon as is reasonably possible if for any reason a system is not working properly. The Underwriters at Chubb may then vary the terms and conditions of this Insurance. All systems must also be regularly serviced by a reputable company at least annually, with a record of such to be sent to Action Insurance Brokers within thirty (30) days of said service.

### 7. Subrogation

If Chubb become liable for any payment under this Insurance in respect of a loss, Chubb shall be subrogated, to the extent of the payment, to all the rights and remedies of the Assured against any party in respect of the loss and shall be entitled at their own expense to sue in the name of the Assured. The Assured shall give Chubb all such assistance in their power, as Chubb may require to secure their rights and remedies and, at



Chubb's request, shall execute all documents to enable them effectively to bring suit in the name of the Assured. Chubb shall be entitled to all recoveries from any third party up to the amount of their outlay including their own costs and expenses

#### 8. **Property Buy Back**

The Assured will have the right to repurchase from Chubb any property that is recovered for which the full sum insured has been paid in settlement of a claim as follows:

- a) (i) within six (6) months of the date of loss the amount of the settled claim plus loss adjustment fee and recovery expenses;
- (ii) after six (6) months of the date of loss, the amount of the claim plus interest from the date of settlement at a relevant prevailing bank base rate plus loss adjustment and recovery expenses.

OR

- b) Property recovered in a damaged condition may be repurchased by the Assured at the fair market value at the time of recovery plus loss adjustment and recovery expenses.

Chubb will notify the Assured of the right to repurchase, property that is recovered and the Assured will have sixty (60) days from the date of notice to exercise the repurchase rights.

#### 9. **Cancellation**

- (i) You may cancel this Certificate at any time by notifying us in writing and we will refund to you any premium for the unexpired Period of Insurance calculated at our current short-term rates.
- (ii) The Underwriter may cancel this Policy for any reason as permitted by law including failure to pay premium, by giving 30 days notice in writing.

#### 10. **Service of Suit Clause**

Chubb hereon agree that:

- (i) In the event of a dispute arising under this Certificate, Chubb at the request of the Assured will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
- (ii) Any summons notice or process-to be served, may be served upon:

Chubb Insurance Company of Australia Limited  
Level 36, Tower Building, Australia Square  
264-278 George St, Sydney NSW 2000

#### 11. **Conflict of Law**

Any terms or conditions of this Certificate which are in conflict with the laws of the State or Country where the Certificate is issued are hereby amended to conform to such laws.



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### **TERRORISM EXCLUSION ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If Chubb alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.