

CERTIFICATE OF CURRENCY
Arena/Berkley Entertainment and Events General Liability
Our Reference: 25060065

POLICY NUMBER: ARBIAE/008999
INSURED: THE VICTORIAN FOLK MUSIC CLUB INC
INSURED ADDRESS: Blackburn, Vic 3130
THE BUSINESS: Promotion & Staging of Folk music events.
SECURITY: Berkley Insurance Company Trading as Berkley Insurance Australia
PERIOD OF INSURANCE: 17/08/26 to 17/08/27 At 4pm Local Time

Covering

Section 1 Public Liability INSURED
Section 2 Products Liability INSURED

Please take note of the Exclusions that apply to this Policy.

It is hereby declared and agreed that:

The Self Promoted Show, Performance or Concert Exclusion (Exclusion 4.18 on the BIA GL G2 Arena Ent 2021 wording) is deleted in its entirety.

Event Coverage Condition

This policy has been issued based on 25 events and 48 internal music sessions at 1700 aggregate attendance as declared and agreed upon at the time of policy inception or at the most recent renewal date.

Should there be any:

- Additional events,
 - Increases in estimated attendance, or
 - Changes to the nature or scope of activities,
- the Insurer must be notified in advance. Coverage for such changes is subject to the Insurer's written confirmation, and an additional premium, changes to terms and conditions may apply.

Contractors & Sub-Contractors Condition

Unless otherwise declared and noted within the policy schedule, this insurance does not indemnify your contractor's or subcontractor's legal liability. It is a condition of the policy that all contractors, subcontractors and service providers have appropriate insurances in place. It is recommended that you obtain evidence of this in the form of a certificate of currency.

A service provider means anyone engaged by the Insured to provide goods or perform a service. Service providers include but are not limited to amusement ride & device operators, caterers, entertainers & performers, food vendors, pyro technicians & fireworks operators, security services, sound and lighting companies, stallholders and other contracted labour.

Personal Injury to Performers, Contractors, Sub-contractors and Labour Hire Excess

Where a Personal Injury to Contractors, Sub-Contractors and Labour Hire Excess is shown in the Schedule that amount shall apply to any Occurrence in respect of Personal Injury to any Labour Hire Worker, Contractor or Sub-Contractor, including any subsequent workers compensation subrogation actions against the Insured in relation to such Personal Injury. The Excess shall be inclusive of all Defence Costs.

For the purposes of this endorsement:

1. Contractors or Sub-Contractors shall mean any performer or contractors or sub-contractors or any person employed by such performer or contractors or sub-contractors whilst performing activities for or on behalf of the Insured in connection with the Business.

2. Labour Hire Worker shall mean:

a. any person employed by a labour hire company whilst performing activities for or on behalf of the Insured in connection with the Business; or

b. any employee or contractor of one Insured whilst performing activities for or on behalf of any other Insured in connection with the other Insured's Business.

Subject otherwise to all other terms, Conditions, Exclusions, Definitions and limitations of this insurance.

Molestation Exclusion

The Insurer shall not provide indemnity under this policy for any liability directly or indirectly caused by, arising out of, contributed to by, or in connection with the molestation of or interfering with any person.

Listed Human Disease Exclusion GL 2018

We shall not provide indemnity under this Policy in respect of any actual or alleged liability directly or indirectly arising out of, related to, or in connection with a Listed Human Disease or any directly or indirectly related condition or threat or fear thereof (whether actual or perceived).

Listed Human Disease shall mean:

a) any disease identified or listed at any time as a human disease under the Biosecurity Act 2015 (Cth) or its current equivalent, as amended or replaced from time to time, or

b) any disease identified or listed in a state of emergency, public health emergency or pandemic declared by any governmental authority or identified by the World Health Organisation or its current equivalent as amended or replaced regardless of when the disease is so listed or identified.

Subject otherwise to all other terms, Conditions, Exclusions and limitations of this insurance.

PFAS Definition & PFAS Exclusion Notice

The PFAS Definition and PFAS Exclusion apply to this policy and form part of the coverage terms. A copy of the applicable wording is attached to this schedule for reference and should be reviewed in conjunction with the policy documentation.

Sum Insured

Section 1 Public Liability
Limit of Liability \$20,000,000 (Any One Occurrence)
Defence Costs in Addition

Sub-limits:

Property in your Care, Custody or Control \$250,000 (aggregate limit)

Section 2 Products Liability

Limit of Liability \$20,000,000 (Any One Period of Insurance)

Defence Costs in Addition

Excess

Section 1 Public Liability

Each & every occurrence: \$500

Alcohol related claims: \$1,500

Personal injury to performers, contractors, sub-contractors &/or labour

hire personnel: \$5,000

Defence Cost Inclusive

Section 2 Products Liability

Each & every occurrence: \$500

Alcohol related claims: \$1,500

Personal injury to performers, contractors, sub-contractors &/or labour

hire personnel: \$5,000

Defence Cost Inclusive

Geographical Limits

Australia Wide.

Binder Advice Warning

Berkley Insurance Company Trading as Berkley Insurance Australia (ABN 53 126 559 706) is the Insurer of this Policy.

Arena Underwriting Pty Ltd (ABN 26 125 869 481, AFSL 317617) acts under a binding authority given to it by the Insurer to administer and issue policies, alterations and renewals, and acts on behalf of the insurer and as agent of the insurer, not as your agent.

POLICY WORDING:

BIA GL G2 Arena Ent 2 - April 2021

SERVICE OF NOTICES: Notices for claims or disputes under this policy must be served upon the Underwriter and not the Agent. The Agent holds no authority to accept claims or disputes.

Underwriter: Berkley Insurance Australia (ABN 53 126 559 706, AFS 463 129)

Postal Address: Level 7, 321 Kent Street Sydney NSW 2000

Email: australiacclaims@berkleyins.com.au

SPECIAL NOTE

This Certificate of Currency is prepared as a summary of the insurance policy. It is not a complete description of all the policy's terms, conditions and exclusions.

In determining a claim, or questions with regard thereto, the provisions of the policy will prevail.

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