## Australia's Dance & Performing Arts Insurance Experts

# nceSurance

Insurance for dancers, by dancers

Supporting your industry since 1970

PO Box 4408 KNOX CITY CENTRE VIC 3152 PHONE: 1300 55 22 05

www.DanceSurance.com

EMAIL: info@DanceSurance.com

----- Incorporating: Showtime Entertainers & Production Insurances

\* Prop Aussie Insurance Brokers Pty Ltd | ACN 060 208 951 | ABN 88 648 356 372 | AFS Lic. No. 432882 Westfield Knox, Office Tower, 425 Burwood Highway, Wantirna South, Vic., 3152 Reg. Office: 643-645 Glen Huntly Road, Caulfield, 3162

The policy mentioned below is due for renewal on and payable by 19/03/2023.

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\$363.28

# TAX INVOICE

This document will be a tax invoice for GST when you make payment

**Invoice Date:** 3/02/2023 Invoice No: 91682

**ASSOCIATIO** Our Reference:

ASSOCIATION OF NEPAL TERAI IN AUSTRALIA

59 Kildare Road

**BLACKTOWN NSW 2148** 

Class of Policy: DanceSurance Liability Insurance Policy

XL INSURANCE COMPANY SE, AUSTRALIA BRANCH Insurer:

Level 28, 123 Pitt Street, Sydney, NSW, 2000

ABN: 36 083 570 441

ASSOCIATION OF NEPAL TERAI IN AUSTRALIA The Insured:

Details: See attached schedule for a description of the risk(s) insured

**DanceSurance Liability Package Renewal** 

**RENEWAL** 

Policy No: BXLC-DCL-2016-006401

**Period of Cover:** 

From 19/03/2023

to 19/03/2024 at 4:00 pm

**EFT** 

Name - DanceSurance

BSB - 183334

**Your Premium:** 

**Premium UW Levy** Fire Levy **GST** Stamp Duty **Broker Fee** \$225.00 \$0.00 \$0.00 \$31.00 \$85.00 \$22.28

> **TOTAL** \$363.28

(A processing fee applies for Credit Card payments)

Account No: 303312847

For your payment to be processed you must use your Invoice Number as the

reference.





Pay by credit card (Visa, Mastercard, Amex or Diners) at www.deft.com.au or

Call 1300 78 11 45. A surcharge may apply. **DEFT Reference Number: 4064398191933491**  **Aussie Insurance Brokers Pty Ltd ASSOCIATIO** Our Reference:

Invoice No: 91682



Or go to brokers.qpr.com.au/pbtm

And enter YOUR REFERENCE: TQ5SUSRXAX

**10 MONTHLY PAYMENTS** 

Initial payment \$64.05 Remaining payments \$39.05 or AMOUNT DUE

+406439 8191933491 < 000036328<3+ Schedule of Insurance Page 2 of 5

Class of Policy: DanceSurance Liability Insurance Policy

The Insured: ASSOCIATION OF NEPAL TERAI IN AUSTRALIA Invoice

Policy No: BXLC-DCL-2016-006401

Invoice No: 91682
Our Ref: ASSOCIATIO

Class of Policy: DanceSurance Liability Package - Budget

**Public Liability:** \$20,000,000 any one occurrence

**Products Liability**: \$20,000,000 any occurrence and in the aggregate

**Professional Indemnity:** 

(Civil Liability)

\$10,000,000 any one claim and in the aggregate

Management Liability: Not Insured

**Retroactive Date:** Inception, excluding known claims and circumstances

**Situation**: Worldwide.

Excess: Nil.

Estimated Gross Income: Less than \$15,000

Insurer XL Insurance Company SE, Australia Branch (ABN 36 083 570 441), trading as

**Brooklyn Underwriting** 

Insured's Business: The principle activities of Dance & Performing Arts, and Similar and/or Associated

Activities include but are not limited to tuition, education, performances, demonstrations, administration, modelling, cheerleading, theatre, movement activities (including zumba, yoga, pilates, pole, tai chi, and other similar activities), entertainers, comperes / MC's in a Dance & Performing Arts environment, DJ's and social bands, singers, choirs and musicians. Furthermore the Business includes responsibilities as landlords, tenants, property owners and organisers of social and

fund raising activities and any other activities incidental thereto.

# **Benefits & Endorsements:**

- \* Voluntary Workers & Performers liability. \* Employees and Contractors liability (whilst teaching for the Insured).
- \* Social Club and/or Fund Raising activities. \* Acrobatics & Gymnastics (floor work only).

# SPECIAL ENDORSEMENTS, CONDITIONS and SUBJECTIVITIES

# **Additional Exclusion - Pyrotechnics**

This Policy does not cover any Personal Injury or Property Damage directly or indirectly caused by or arising from pyrotechnics, fireworks, bonfires, fires or activities involving the use of naked flames.

Schedule of Insurance Page 3 of 5

Class of Policy: DanceSurance Liability Insurance Policy

The Insured: ASSOCIATION OF NEPAL TERAI IN AUSTRALIA

Invoice No: 91682

Policy No:

BXLC-DCL-2016-006401

Our Ref: **ASSOCIATIO** 

## **Contractors/Sub-Contractors Condition**

It is hereby agreed and understood that all contractors, subcontractors, security, stallholders and third-party performers have their own liability insurance with a minimum Limit of Liability of \$10,000,000 any one Occurrence unless specifically stated elsewhere in the Schedule. It is the responsibility of the Insured to check that such cover is in force and to obtain and retain a copy of certificates of currency.

This Condition does not apply to freelance instructors whilst teaching for the **Insured**, or temporary contractors or temporary workers whilst engaged by and under the control of the Insured and whilst in connection with the Insured's Business.

In the event of breach of the above Condition, the Insurer shall have no liability under this Policy, unless the Insured can evidence that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## Additional Exclusion - Aerial Activities

Notwithstanding any other provision, no cover is provided under this Policy for any Claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from, or in connection with the Aerial Activities.

In addition to the General Definitions the following definition also applies to this Extension:

#### Aerial Activities means:

Aerial silks, aerial hoop, anti gravity yoga, rope climbing and any other activity involving apparatus suspended from the ceiling above.

#### Personal Injury by Molestation

This extension under the Section 1 Public and Products Liability of the **Policy** is written on a claims made and notified basis and only covers events which:

- Occur after the Retroactive Date stated in the Schedule; and (a)
- (b) In respect of which a Claim is both first made against the Company and notified to the Insurer during the Period of Insurance.

The indemnity of the Insurer is extended to indemnify the Company against all Defence Costs incurred in defending a Claim brought against the Company alleging negligence of the Company in respect of Personal Injury caused by **Molestation** which the **Company** has become legally liable to pay.

In addition to the General Definitions the following definitions also apply to this Extension:

#### Company means:

The organisation named as the Policyholder in the **Schedule** and any **Subsidiary**;

#### **Subsidiary** means:

Any entity:

(i) Which is deemed to be a subsidiary of the **Company** at the start of the **Period of Insurance** by Australian law provided the accounts of any Subsidiary are incorporated into the accounts of the Company in accordance with the relevant accounting standard; or

Schedule of Insurance Page 4 of 5

Class of Policy: DanceSurance Liability Insurance Policy BXLC-DCL-2016-006401 Policy No:

The Insured: ASSOCIATION OF NEPAL TERAI IN AUSTRALIA Invoice No: 91682

Our Ref: **ASSOCIATIO** 

In which the Company controls more than 50% of the issued share capital or has more than one half of the (ii) maximum voting rights for any vote at a general meeting of the body corporate or entity.

The indemnity granted under this Extension is subject to the following additional conditions:

(a) Limit of Liability: \$2,000,000 any one Occurrence and in the Aggregate

(b) Excess: \$500 each and every Occurrence

Nothing in this Extension shall require the Insurer to indemnify any person who has perpetrated or allegedly perpetrated any Molestation or who has by act or omission condoned any such act.

#### **IMPORTANT NOTICE**

If you are aware of any existing circumstances which could give rise to a claim being made against you, or you are aware of any other information that could affect the Underwriters acceptance, or premium rating of your cover, please contact us prior to renewing this policy.

#### **NOTICE:**

This summary is only an outline of the coverage and not a policy document. The terms, conditions and limitations of the Insurer's policy shall prevail at all times.

# NOTE:

It is important to read this schedule of benefits with the policy wording for correct conditions.

## **TERRORISM EXCLUSION ENDORSEMENT**

The coverage provided under this Policy shall not apply to the following; Any loss, cost or expense arising out of or related to, either directly or indirectly, any Act of Terrorism as defined within the policy.

# 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, 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 a matter;-

- that diminishes the risk to be undertaken by the insurer:
- that is of common knowledge:
- that Your Insurer knows or, in the ordinary 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 his liability under the contract in respect of a claim or may cancel the contract. If Your non disclosure is fraudulent, the Insurer may also have the option of avoiding the contract from its beginning.

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Class of Policy: DanceSurance Liability Insurance Policy Policy No:

The Insured: ASSOCIATION OF NEPAL TERAI IN AUSTRALIA Invoice No: 91682

Our Ref: ASSOCIATIO

BXLC-DCL-2016-006401

# **PREVENTING OUR RIGHT OF RECOVERY**

Where another person is liable to compensate You for any loss, damage or liability which is covered by this Policy but You have agreed not to seek recovery of any monies from that person, We will not cover You under this policy for that loss, damage or liability.

#### **CANCELLATION OF YOUR POLICY**

If your policy is cancelled before the expiry of the period of insurance, we will refund to you only the net return premium which we have received from the insurer. The Insurer may charge a short term cancellation fee. We will not refund to you any part of the policy/membership fee we receive for arranging the cover.