

**BROOKLYN**   
UNDERWRITING

**DanceSurance**<sup>®</sup>

*Insurance for dancers, by dancers*

AUSTRALIA'S DANCE AND PERFORMING  
ARTS INSURANCE EXPERTS

**SPORT & LEISURE  
COMBINED LIABILITY**

*Certificate of Currency*

# SCHEDULE

To whom it may concern, this certificate:

- is issued as a matter of information only and confers no rights upon the holder;
- does not amend, extend or alter the coverage afforded by the policy listed;
- is only a summary of the cover provided. For full particulars, reference must be made to the current policy wording, any agreed endorsements and the policy schedule;
- is current only at the Date of Issue.

<b>Policy Number</b>	BXLC-DCL-2016-003118	
<b>The Insured/Policyholder</b>	ACADEMY OF MUSIC DANCE DRAMA (MBL & CO Pty Ltd As Trustee For MBL Creative)	
<b>The Insurer</b>	XL Insurance Company SE, Australia Branch (ABN 36 083 570 441), trading as Brooklyn Underwriting	
<b>The Broker</b>	DanceSurance, P.O. Box 4408, Knox City Centre, VIC, 3152	
<b>Period of Insurance</b>	Effective Date	01/07/20 At 4:00pm LST
	Expiry Date	01/07/21
<b>Insured's Business</b>	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.	
<b>Situation / Premises</b>	C/- 10 arter avenue FIGTREE NSW 2525	
<b>Territorial Limits</b>	Worldwide	
<b>Policy Wording</b>	Brooklyn Sport & Leisure Combined Liability Policy Wording 04.19	
<b>Interested Party:</b>	Brusnik Enterprises Pty Ltd	
<b>Limit of Liability:</b>		
<b>Section 1</b>	Public Liability	\$20,000,000
		Any one Occurrence
	Products Liability	\$20,000,000
		Any one Occurrence and in the Aggregate
	Excess	\$0 Each and every Occurrence
	Retroactive Date	Inception
<b>Section 2</b>	Civil Liability	\$10,000,000
		Any one Occurrence and in the Aggregate
	Excess	\$0 Each and every Occurrence
	Retroactive Date	Inception, excluding known claims and circumstances
<b>Section 3</b>	Management Liability	\$2,000,000
		Any one Occurrence
	Excess	\$0 Each and every Occurrence

Retroactive Date

Inception, excluding known claims and circumstances

## SPECIAL ENDORSEMENTS, CONDITIONS and SUBJECTIVITIES

### NSW SD Exempt

#### **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.

#### **Additional Exclusion - Sub-contractors**

This Policy does not cover any Personal Injury or Property Damage directly or indirectly caused by or arising from the work of any third party under contract or agreement with the Insured unless that third party holds public liability insurance cover in respect of the activities for which they have been engaged with a Limit of Liability of not less than \$10,000,000 any one Occurrence. It is the responsibility of the Insured to check that such cover is in force and to obtain certificates of currency. This exclusion does not apply to freelance instructors whilst teaching for the Insured.

#### **Additional Exclusion - Aerial Activities**

This Policy does not cover any Personal Injury or Property Damage directly or indirectly caused by or arising from Aerial Activities.

The following Definition titled **Aerial Activities** is added to the policy:

#### **Definition**

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

#### **Abuse Extension**

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:

- (1) Occur after the Retroactive Date stated in the Schedule; and
- (2) 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, Sexual Abuse/Assault which the Company has become legally liable to pay.

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

(a) Company means:

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

(b) 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

(ii) In which the Company controls more than 50% of the issued share capital or has more than one half of the 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:

- (i) Limit of Liability: \$2,000,000 any one Occurrence and in the Aggregate
- (ii) 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, Sexual Abuse/Assault or who has by act or omission condoned any such act.

### **Coronavirus Absolute Exclusion**

Notwithstanding any other provision (including any communicable disease extension), 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 coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:

- (i) any fear or threat (whether actual or perceived) of; or
- (ii) any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of;

coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

***The Schedule, the Policy Wording and any agreed endorsements are to be read together as one contract.***



Craig Langham

Signed for & on behalf of XL Insurance Company SE, Australia Branch (ABN 36 083 570 441), trading as Brooklyn Underwriting

**Date of Issue: 30/06/20**

We hereby certify that the abovementioned policy is current as at the Date of Issue. Whilst an Expiry Date has been indicated, the policy may be cancelled before that date and accordingly reliance should not be placed on the Expiry Date.

This Certificate of Currency is issued as a matter of general information only and confers no rights upon the Certificate holder. This Certificate of Currency does not amend, extend or alter the terms of the abovementioned policy.

## *Privacy Collection Statement*

We are committed to safeguarding and protecting your privacy. We are bound by the provisions of the *Privacy Act 1988* (Cth) which sets out the standards to meet in the collection, use and disclosure of personal information. We will only collect personal information from you to allow us to quote on and insure your risks and matters incidental thereto, including investigating, processing and managing claims.

We may provide your personal information to others, such as our related bodies corporate, other insurers or our reinsurers, claims investigators, lawyers and other professionals, and government bodies. Some of these recipients may be outside of Australia, such as to Europe, the United Kingdom, India, Poland and the United States. Any disclosure outside Australia will be in compliance with the Privacy Act. We will not under any circumstances trade, rent or sell your information.

If you do not provide us with complete, accurate and up-to-date information, we cannot properly quote for your insurance and we cannot insure you. If you provide us with personal information about anyone else, we will rely on you to have told them that you will provide their information to us, to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

If you wish to access or correct your personal information, or wish to raise any concerns as to how we handle your personal information, please write to:

The Privacy Officer  
Brooklyn Underwriting  
Level 28, Angel Place  
123 Pitt Street  
Sydney NSW 2000  
E: [privacyaustralia@axaxl.com](mailto:privacyaustralia@axaxl.com)

For further details on how we manage your information, please see our Privacy Policy on our website:  
<http://www.brooklynunderwriting.com.au/>.

Brooklyn Underwriting is part of AXA XL, a division of AXA. If you require further information about how we deal with your personal information under European Economic Area (EEA) data protection laws, please refer to the AXA XL European Privacy Notice at <https://axaxl.com/privacy-notice> or contact the Privacy Officer using the contact details above.

***All other enquiries should be directed to The Broker noted on this Schedule.***