



PERFORMING EQUIPMENT INSURANCE

PRODUCT DISCLOSURE STATEMENT
& POLICY WORDING

Hollard.

This Product Disclosure Statement (PDS) and Policy Wording was prepared on 18 July 2018 and tells You about Our Performing Equipment Insurance. Any advice provided is general only and does not take into account Your individual circumstances. You should carefully read this document and any other documentation We send You and keep them in a safe place for future reference.

This Performing Equipment Insurance is underwritten by The Hollard Insurance Company Pty Ltd (Hollard) ABN 78 090 584 473 AFSL 241 436

We may need to update this PDS from time to time if certain changes occur, where required and permitted by law. We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or keep an internal record of such changes (You can get a paper copy free of charge by calling Us).

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About Hollard

Hollard's unique business model and partnership philosophy have quickly established Hollard as the partner of choice for many of Australia's leading underwriting agencies and independent insurance brokers, financial institutions and retailers.

Hollard is authorised by the Australian Prudential Regulation Authority and holds an Australian Financial Services Licence issued by the Australian Securities and Investment Commission.

Important Information

Important documents

This is Your Policy document and it consists of:

1. this printed Policy which sets out details of what is and what is not covered by this Policy;
2. the Insurance Certificate We provide with details of:
 - who is insured;
 - the cover(s) selected;
 - the Period of Insurance;
 - the respective sums insured and/or limits of liability; and
 - excesses and other important information.

You should ensure that You read these documents carefully and keep them in a safe place. If You have any questions regarding the Policy or Insurance Certificate, please contact Your insurance broker. The contact details for Your insurance broker are located on the Insurance Certificate.

Words with special meaning

Some words used in this Policy have special meaning. A list of words which have the same meaning throughout the document appears at the end of the Policy.

Who is insured under this Policy

The persons or organisations that are covered by this Policy are shown on the Insurance Certificate. In this Policy, those persons or organisations are referred to as 'You' or 'Your'. We will extend the Policy to cover other persons or organisations requiring cover under this Policy if You have advised Us of them, and We have named them on the Insurance Certificate. All persons or organisations covered by the Policy have to comply with the terms of the Policy. We may refuse to pay a claim or reduce the amount We pay if You do not comply with the terms of this Policy.

Your cooling off rights

If You decide this Policy isn't right for Your needs, You can request cancellation within 14 days of the commencement or renewal of Your cover. If We receive Your written request to cancel this Policy within this 14 day period, We will cancel the Policy effective from the commencement date, and give You a full refund (less any taxes or duties payable that We are unable to have refunded). You cannot use this right where, before the 14 day period ends, You have exercised any of Your rights or powers under the Policy (e.g. You have made a claim). After the cooling off period ends You still have cancellation rights under the Policy.

Your premium

Your premium is calculated when Your Policy begins, or any subsequent period of insurance. Your Insurance Certificate provides details of Your premium and when We calculate that premium We consider the type of cover requested by You and the various risks involved in providing that cover. Your premium also includes government taxes and stamp duty applicable to Your Policy which will be shown on Your Insurance Certificate.

Evidence of value

Please retain receipts of purchase or proof of the value of all property insured by this Policy so that You can substantiate the amount of any loss if You have to claim under this Policy.

Privacy of Your personal information

We recognise that your privacy is very important to you. We are committed to protecting the privacy and security of your personal information in accordance with the Privacy Act, 1988. We generally collect personal information directly from you, or from someone authorised by you, in order to provide and administer the various products and services we offer, including marketing information regarding other products and services (of Ours or a third party). If we are unable to collect your personal information, we may not be able to assess your application or offer to issue the financial product or service to you. We may disclose your personal information to related parties, services providers and other third parties, including disclosure overseas (this can change from time to time and you should contact us for details and to see if this applies to you), in order to manage and administer the financial product or service or for other purposes as explained in Our Privacy Policy.

You may reasonably obtain access to and ask us to correct your personal information that we hold. Our Privacy Policy can be viewed at www.hollard.com.au or a copy can be requested by phoning **02 9253 6600**.

Financial Claims Scheme

We are an insurance company authorised under the Insurance Act 1973 (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by Hollard are met within a stable, efficient and competitive financial system.

The protection provided under the Financial Claims Scheme legislation applies in relation to Us and the Policy. If We were unable to meet Our obligations under the Policy, a person entitled to claim under the Policy may be entitled to payment under the Financial Claims Scheme (access to the Scheme is subject to eligibility criteria). Information about the Financial Claims Scheme can be obtained from the APRA website at www.apra.gov.au or the APRA hotline on 1300 558 849.

We are exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act. Hollard has compensation arrangements in place that are in accordance with the Insurance Act.

General Insurance Code of Practice

We are an Australian insurance company and We are a signatory to the General Insurance Code of Practice. The objectives of this Code are to:

- promote better, more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

You can obtain a copy of the Code from the Insurance Council of Australia website www.insurancecouncil.com.au or by phoning 02 9253 5100.

The Dispute Resolution Process

We welcome every opportunity to resolve any concerns You may have with Our products or service. In the first instance contact Your insurance broker. The contact details for Your insurance broker are located on the Insurance Certificate.

If Your concern is still not resolved to Your satisfaction please write to Our Internal Dispute Resolution Committee at:

The Hollard Insurance Company Pty Ltd
Internal Dispute Resolution Committee
PO Box 199,
Chatswood NSW 2057

Or email resolution@hollard.com.au or call 02 9253 6600.

Your concern will be investigated by an officer with full authority to deal with the issue and You will be informed of the outcome within fifteen working days of receiving Your concern.

If Your concern still remains unresolved to Your satisfaction or has not been resolved within 45 days, You may refer the matter to the Australian Financial Complaints Authority (AFCA) subject to its rules, which acts as the external dispute resolution scheme for all financial firms. AFCA is an independent body, established by the Federal Government and its service is free to You. AFCA can be contacted via:

post GPO Box 3, Melbourne, Victoria 3001

web www.afca.org.au

email info@afca.org.au

phone 1800 931 678

A decision of AFCA is binding on Us (up to specified jurisdiction limits). A decision of AFCA is not binding on You and You have the right to seek further legal assistance.

Policy Conditions

You must abide by all conditions of this Policy and We draw Your special attention to those detailed below, and the conditions applicable to the making of a claim. If You do not comply with the Policy conditions We may reduce or refuse to pay a claim and cancel Your Policy to the extent permitted by law.

Your duty of disclosure

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984.

It is your responsibility to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure You.

You have the same duty to disclose those matters to Us 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 Us;
- that is of common knowledge;
- that We know or, in the ordinary course of Our business, ought to know;
- as to which compliance with Your duty is waived by Us.

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim or may cancel the contract.

If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

Precautions

You must take all reasonable precautions for the care, safety, protection and maintenance of Your property and comply with all statutory obligations, by-laws and regulations imposed by any public authority. If You do not comply with this condition, and loss is caused, We may reduce the amount We pay You.

Preventing Our right of recovery

We will not cover You for loss or damage if You have agreed not to seek compensation from another person who is liable to compensate You for any loss or damage which is covered by this Policy.

Paying Your premium

Your Policy will not operate until You have paid Your premium. The premium is payable when You take out a new Policy or any subsequent period of insurance. If You make changes to Your Policy You may need to pay an additional premium or You may be entitled to a refund. If Your premium payment is dishonoured by Your financial institution, this Policy will not operate and You will not be covered in the event of a claim.

Your obligations

You are required to:

1. take all reasonable precautions to avoid or minimise loss or damage; and
2. maintain all Business premises, fittings, appliances and equipment in sound condition.

If You do not comply with Your obligations We may refuse to pay part of, or all of, Your claim.

Cancellation by You

You may cancel the Policy at any time by notification in writing. We will refund the unused proportion of Your paid premium less any commissions, taxes and charges that We are unable to recover.

We will only cancel the Policy when a written agreement to cancel the Policy has been received from all persons named as the insured.

Cancellation by Us

We may cancel the Policy in certain circumstances provided by the Insurance Contracts Act 1984 by giving You three business days' notice in writing. Some examples are:

1. if You do not pay the premium;
2. if You do not comply with Your duty of disclosure;
3. if You make a misrepresentation to Us before the issue of this Policy;
4. if You do not comply with a condition of this Policy;
5. if You make a fraudulent claim under the Policy or some other policy (whether with Us or some other insurer).

Notice of cancellation will be delivered to Your address shown on the current Insurance Certificate. It will be effective at the time shown on the notice of cancellation or when You have taken out cover with another insurer, whichever occurs first.

Changes that may affect Your Policy

If there is any change or alteration to the information You have advised Us, You must notify Us in writing as soon as practicable. Any change or alteration You propose to make only becomes effective when We agree to the changes and You agree, where required, to pay any additional premium, for example, We require information about:

1. change of Business activity;
2. criminal convictions of You or persons who normally work with You; or
3. any deterioration in the condition of Your Performing Equipment.

Fraudulent claims

If You make a claim under this Policy which You know is fraudulent in part or in its entirety, We will both deny that claim and may have rights to void the Policy in its entirety.

Jurisdiction

All disputes arising out of or under this Policy will be subject to determination by any court of competent jurisdiction within Australia according to the law applicable to the jurisdiction.

Limits and Excess

We will not pay more than the sum insured in respect of any claim other than those benefits that are identified as payable in addition to the sum insured. You must pay the amount of any Excess shown on Your Insurance Certificate for each claim You make. If more than one Excess can be applied to one occurrence, then You will only need to pay the highest Excess.

Goods and Services Tax (GST)

If You are not entitled to an input tax credit on any part of the premium You paid for this Policy, the sums insured, sub limits or limits of liability stated in this Policy are inclusive of GST.

If You are entitled to an input tax credit on any part of the premium You paid for this Policy, the sums insured, sub limits or limits of liability stated in the Policy are exclusive of GST to the extent of Your input tax credit entitlement.

In situations where We make a cash payment to You for the purchase of goods or services for which You are entitled to claim an input tax credit, We will only pay You an amount that is equal to Your net cost i.e. Your cost after claiming input tax credits.

The Policy does not cover any amount of GST, or any fine, penalty or charge that You are liable for because of a failure to disclose or a misstatement made by You, in relation to Your entitlement to an input tax credit for the premium. You must tell Us if You become aware that the extent of Your entitlement to an input tax credit for Your premium disclosed to Us is incorrect.

Other insurances

At the time You make a claim, You must give Us written notice of any other insurance covering the property which may also apply to Your claim. When a loss paid under this Policy is also recoverable under another policy and We have paid more than Our rateable share, We reserve the right to seek contribution from the other insurer or insurers.

Pairs, sets or collections

If any article is part of any pair, set or collection and is lost or damaged, We will not pay for more than the actual value of the lost or damaged article.

Recovery rights

We have the right to take over and to prosecute in Your name any claim for damages, indemnity, contribution or otherwise. We have full discretion in the conduct of any proceedings and in the settlement of any claim. You must give Us all such information and assistance as We may reasonably require in prosecuting in Your name.

What You are insured for

We agree to provide You with the cover set out in the Policy sections which You have selected and that are listed on Your Insurance Certificate. This cover is in force for the Period of Insurance set out on Your Insurance Certificate. We will cover You for loss or damage occurring during the Period of Insurance, subject to the terms and conditions of the Policy. We will not pay any more than the sum insured shown on Your Insurance Certificate unless otherwise stated.

1. What We cover

We will cover You for loss or damage to Your Performing Equipment during the Period of Insurance up to the limit shown on Your Insurance Certificate anywhere in Australia, subject to the applicable Excess, caused by one of the Insured events listed below:

1. Fire, lightning, explosion, wind, Water, Flood, earthquake, impact, malicious damage and vandalism;
2. Collision or overturning of a conveying Vehicle;
3. Theft resulting from forcible and violent entry evidenced by visible damage to the securely locked portion of a Vehicle, Your home or temporary storage Location when not In Attendance; or
4. Theft when In Attendance as covered below under Automatic Extensions.

2. What We do not cover

We will not cover You for loss or damage caused directly or indirectly by:

1. theft by employees;
2. theft, other than:
 - (a) theft resulting from forcible and violent entry, evidenced by visible damage to the securely locked portion of a Vehicle or Your home or temporary storage Location; and
 - (b) theft without forcible and violent entry, as covered below under Automatic Extensions; or
3. Accidental Damage other than as covered below under Automatic Extensions.

Automatic Extensions

The following Automatic Extensions apply:

1. Accidental Damage Extension

What We cover

We will cover You for physical loss or damage caused by Accidental Damage to Your Performing Equipment.

We will pay You up to a maximum of \$2,000 in total for all claims occurring during the Period of Insurance.

What We do not cover

Under the Accidental Damage Extension, We will not cover You for loss or damage caused directly or indirectly by:

1. high Water or Flood;
2. theft of an insured item; or
3. faulty materials or workmanship.

Under the Accidental Damage Extension, We also do not cover:

1. loss or damage to any Performing Equipment whilst in use or play.

2. World Wide Cover Extension

What We cover

The Policy's Geographical Limit of 'Anywhere in Australia' is extended to 'Anywhere in the World' (limited to 60 consecutive days outside Australia) in any one Period of Insurance.

3. Theft Whilst in Attendance Extension

What We cover

We will cover You for Theft of Your Performing Equipment without forcible and violent entry while you are In Attendance and such Theft being caused directly by:

- Theft from stage; or
- Theft while You are loading and unloading before or after a performance; or
- Theft while You are at home (or other accommodation) for the night.

We will pay You up to a maximum of \$1,500 in total for all claims occurring during the Period of Insurance.

General Exclusions

You are not covered for any loss or damage directly or indirectly caused by or resulting from, or the costs incurred from or of the following:

1. mechanical, electronic or electrical breakdown unless as a consequence of an insured event;
2. cracking, scratching, marring or breakage of glass or fragile items or surfaces unless as a consequence of an insured event as detailed on Page 9 (“What We Cover”);
3. rust, oxidation, mildew, mould, moths, insects, vermin, dry rot, change of colour/flavour, contamination or pollution;
4. any process of heating, drying, cleaning, dyeing or alteration to any insured item;
5. the action of light or atmospheric conditions or gradually developing conditions, wear and tear and/or depreciation;
6. actions of the sea or tidal waves;
7. unexplained inventory shortage;
8. faulty materials or workmanship;
9. any consequential loss or damage, delay, loss of market;
10. Electronic Data (or the cost of rewriting records as a result of loss of Electronic Data unless directly caused by an event insured under this Policy (other than Accidental Damage));
11. electrical or mechanical derangement unless damage is visible to the exterior of the machine;
12. Computer Virus;
13. theft or damage intentionally caused by or incurred by;
 - i) You;
 - ii) A member of Your family;
 - iii) A person acting with Your express or implied consent or that of a member of Your family;
14. war, terrorism, nuclear radioactivity. This Policy also excludes any loss, destruction, damage, cost or expense of any nature directly or indirectly caused by, contributed to, by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to (i), (ii), or (iii) below:
 - i) war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
 - ii) any act(s) of terrorism; or
 - iii) ionising radiation, contamination by radioactivity from any nuclear weapons material, nuclear fuel or waste, or the combustion of nuclear fuel or waste where the combustion is a self-sustaining nuclear process.

You are not covered for any loss or damage directly or indirectly caused by or resulting from, or the costs incurred from or of the following specific items:

1. sporting performing equipment whilst in use unless directly relating to the Business or is an integral part of the equipment used in the Business;
2. Personal Electronic Device(s) unless it can be proven by You that such Personal Electronic Device(s) was used exclusively as Performing Equipment;

3. Vehicles;
4. money;
5. jewellery, watches, furs, antiques, paintings, works of art, precious metals, precious stones or articles composed of any of them;
6. explosives, petroleum products in bulk or gas in bulk;
7. livestock; or
8. cigarettes, tobacco, wines, spirits or other alcoholic beverages.

What happens if You need to make a claim?

What You must do after loss or damage

Following loss and/or damage to Your Performing Equipment, You must:

1. take all reasonable steps to prevent further loss or damage;
2. notify the Police immediately if any of Your property is stolen or maliciously damaged;
3. advise Your insurance broker of the claim immediately and submit a claim form as soon as possible. If You or someone acting on Your behalf does not complete and submit a claim form within 30 days of Your property being stolen, damaged or maliciously damaged We may reduce the amount We have to pay if the delay causes increased costs or prevents Us investigating the claim;
4. provide Us with the proof that We require regarding stolen, damaged or maliciously damaged property;
5. help Us manage the claim, which may include Us inspecting Your property or Location or asking You questions, or You providing written statements to Us under oath/affirmation;
6. keep items that have been damaged and allow Us to inspect them or assess repair costs; and
7. allow Us to take possession of damaged property that is the subject of a claim.

What You must not do after a loss or damage

Following loss and/or damage to Your Performing Equipment, You must not without Our consent:

1. approve any repairs or arrange replacements (other than emergency repairs necessary to minimise or prevent further loss or damage); or
2. dispose of any damaged property.

How We settle claims

When We agree to pay a claim for loss or damage to Your Performing Equipment, We will pay the cost to repair or replace Your Performing Equipment, or pay You the Market Value for the insured Performing Equipment, at Our discretion, less any applicable Excess.

The maximum amount We will pay will be the lesser of either the sum insured listed on Your Insurance Certificate or the Market Value of the lost or damaged property, less any applicable Excess.

Words with Special Meaning

Where the words listed below are used in this document, they have the following meaning:

Accidental Damage means loss or damage that is accidental, sudden, unintentional and unexpectedly caused by an identifiable event.

Act(s) of Terrorism includes any act which may or may not involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.

Australia means Australia, its dependencies and territories.

Business means the occupation described on Your Insurance Certificate.

Computer Virus means an executable program or computer code segment that is self-replicating, requires a host program or executable segment in which it can be contained, and which destroys or alters the host program or other computer code or data, causing undesired program or computer system operation.

Electronic Data means software programs and information stored on magnetic tapes, magnetic hard or floppy disks and compact disks or any other Electronic Data storage medium.

Excess means the amount shown on Your Insurance Certificate that is payable by You on each and every claim arising out of one event or occurrence under that Policy section. If more than one excess is payable under this Policy for any claim or series of claims arising from the one event, the excesses will not be aggregated and the highest single level of excess only will apply.

Flood means the covering of normally dry land by Water that has escaped or been released from the normal confines of any of the following:

1. a lake (whether or not it has been altered or modified);
2. a river (whether or not it has been altered or modified);
3. a creek (whether or not it has been altered or modified);
4. another natural watercourse (whether or not it has been altered or modified);
5. a reservoir;
6. a canal; or
7. a dam.

In Attendance means the following:

1. You are at a venue, or within five metres from the boundaries of a venue where Your Performing Equipment is located, whilst not performing; or
2. You are at Your home (or accommodation) where Your Performing Equipment is located, whilst not performing; or
3. Your Performance Equipment is within Your line of sight.

Insurance Certificate means the current insurance certificate which has been numbered and issued by or on behalf of Us.

Location/s means the place(s) listed on Your Insurance Certificate

Market value means the retail value of items of a similar type, age and condition, with adjustment for its special features, if any. Used price guides and any other information may be used by Us to assist in determining market value.

Performing Equipment means musical and electronic equipment, props and sets and costumes that are:

1. owned by the You; and
2. are used by You in the actual performance, rehearsal or teaching of Your listed activities; and
3. are mobile and are not stored at any single Location (including Your home) for a period of more than 60 consecutive days.

Personal Electronic Devices means mobile phones, I-Pads or other tablets, cameras and laptops.

Period of Insurance means the duration of this Policy for the period shown on Your current Insurance Certificate, or any renewal period for which the appropriate premiums are paid in each case. Unless otherwise stated the Period of Insurance commences and ends at 4pm on the days stated as the Period of Insurance on the Insurance Certificate.

Policy means this policy together with the Insurance Certificate, Policy Schedule and any applicable endorsements.

Vehicle means any type of machine on wheels or self-laid tracks made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine.

Water includes snow, sleet or hail.

We, Us or Our means The Hollard Insurance Company Pty Ltd (ABN 78 090 584 473) (AFSL 241436).

You or Your means any person(s) or entity shown on Your Insurance Certificate as the insured.

The logo for Hollard, featuring the word "Hollard" in a purple, rounded, sans-serif font. The letter "o" is stylized with a dot that is a solid orange circle.

The Hollard Insurance Company Pty Ltd

ABN 78 090 584 473 AFSL 241436

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Web www.hollard.com.au
Email enquiry@hollard.com.au
Phone 02 9253 6600