



OzPrize & Weather Insurance Specialists Pty Limited

Corporate Authorised Representative No. 309116 of

Warren Saunders Insurance Brokers (Aust) Pty Ltd (Est.1961) (AFS Lic No 240939)

Level 2, 29 Albert Avenue, CHATSWOOD NSW 2067

Direct Phone: 61-2- 9707 2272 Fax: 61-2- 9774 5672

Email: kenkillen@ozprize.com.au Web: www.ozprize.com.au

SCHEDULE OF COVER

including applicable endorsements to cover (to be read in conjunction with the Policy Wording)

**COUNTRY MUSIC ASSOCIATION OF AUSTRALIA:
COMMERCIAL GENERAL LIABILITY POLICY NO: 93394109**

***Incorporating specified members personal Public Liability Insurance*

INSURED BUSINESS	Country Music Association of Australia and specified members Operation of Country Music Industry Association and all activities thereto including promotion and conduct of declared events and activities and to include performance risks for specified members of the Association.
PERIOD	From 4.00pm on 12/08/2017 To 4.00pm on 12/08/2018
TERRITORIAL LIMITS	Anywhere in the world except the United States of America, its territories or possessions, Canada and Puerto Rico where this policy will apply only to: - your product exported into those countries; and - commercial visits by the insured's executives and salesmen to those countries provided that they do not ordinarily reside there <i>(Territorial limits can be extended to USA & Canada upon application and by payment of the appropriate additional premium)</i>
INSURER	Chubb Insurance Company of Australia Limited

General & Products Liability

LIMITS OF INSURANCE	Each Occurrence Limit	\$20,000,000
	Each Act Limit (Advertising Injury & Personal Injury)	\$20,000,000
	Products Hazard Aggregate Limit	\$20,000,000
	Advertising Injury Aggregate Limit	\$20,000,000
	Pollution Aggregate Limit	\$20,000,000

DEDUCTIBLE/S \$500 each loss event (except injury to Labour Hire workers which is \$25,000)

SPECIAL CONDITIONS

1. any contractors engaged by the Insured are required to maintain and provide evidence of their own PL insurance prior to performing work for the Insured;
2. any contracts containing hold harmless agreement, waivers of liability/subrogation, onerous indemnity clauses or obligations to insure others, are to be referred to Insurers for review/approval prior to being signed by the Insured;



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WORDING

Chubb Commercial Liability Policy CGL06 (Form 75-02-0651) with the following endorsements:

75-02-0659 CCC Extension

75-02-0653 Deductible Each Loss Event Basis

75-02-0654 Contract Works Exclusion

75-02-0669 Abuse or Molestation Exclusion

75-02-0681 Contractual Liability Exclusion

75-02-0706 Additional Insured Extension



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75-02-0659 CCC Extension

The following provision, titled Each Occurrence (Damage To Various Property Of Others (Care, Control Or Custody)) Limit, is added to the Limits of Insurance section of the policy described above.

Limits Of Insurance

Each Occurrence (Damage To Various Property of Others (Care, Control or Custody)) Limit

The Each **Occurrence** (Damage To Various Property of Others (Care, Control or Custody)) Limit is the most we will pay for the sum of amounts described as reducing the Limits Of Insurance in the provision titled Payments That Reduce The Limits Of Insurance for **property damage** arising out of any one **occurrence** or series of **occurrences** where such damage is to any:

- personal property loaned or rented to you;
- property held by you or on your behalf for sale or entrusted to you for safekeeping or storage;
- property on your premises for purposes of performing operations on such property by you or on your behalf;
- tools or equipment used by you or on your behalf in performing operations; or
- property in your care, control or custody that will be erected, installed or used in construction operations by you or on your behalf;

provided that indemnity for the damage is not available under the policies specified in the Schedule or policies which renew or replace them. All related **occurrences** and all series of continuous, repeated or related **occurrences** shall be deemed one **occurrence**.

Any such sums we pay will reduce the amount of the applicable aggregate limit available for any other payment.

If the applicable aggregate limit has been reduced to an amount that is less than the Damage To Various Property of Others (Care, Control or Custody) Each **Occurrence** Limit, then the remaining amount of such aggregate limit is the most that will be available for any other payment.



The following provision, titled Damage To Various Property Of Others (Care, Control Or Custody) Aggregate Limit, is added to the Limits of Insurance section of the policy described above.

Limits Of Insurance

Damage To Various Property of Others (Care, Control or Custody) Aggregate Limit

Subject to the Damage To Various Property of Others (Care, Control or Custody) Each **Occurrence** Limit, Damage To Various Property of Others (Care, Control or Custody) Aggregate Limit is the most we will pay for the sum of amounts described as reducing the Limits Of Insurance in the provision titled Payments That Reduce The Limits Of Insurance, in connection with **property damage** to any:

- personal property loaned or rented to you;
- property held by you or on your behalf for sale or entrusted to you for safekeeping or storage;
- property on your premises for purposes of performing operations on such property by you or on your behalf;
- tools or equipment used by you or on your behalf in performing operations; or
- property in your care, control or custody that will be erected, installed or used in construction operations by you or on your behalf;

provided that indemnity for such damage is not available under the policies specified in the Schedule or policies which renew or replace them.

Any such sum we pay will reduce the amount of the aggregate limit available for any other payment. The remaining amount of such aggregate limit is the most that will be available for any other payment.

Exclusions

Under the Exclusions section of the policy described above, the exclusion titled Damage to Various Property of Others (Care, Control or Custody) is deleted and replaced by the following.



Damage To Various
Property of Others
(Care, Control or
Custody)

This insurance does not apply to any damages, loss, cost or expense arising out of **property damage** to any property in the **insured's** physical custody or under the **insured's** legal control.

This exclusion does not apply to **property damage** to any:

- premises that are rented or leased to you;
 - **vehicles** (not used by any **insured** or on any **insured's** behalf) that happens in your car park, unless arising out of any part of any **insured's** business of ownership or operation of a car park for reward;
 - personal property loaned or rented to you;
 - property held by you or on your behalf for sale or entrusted to you for safekeeping or storage;
 - property on your premises for purposes of performing operations on such property by you or on your behalf;
 - tools or equipment used by you or on your behalf in performing operations; or
 - property in your care, control or custody that will be erected, installed or used in construction operations by you or on your behalf.
-



The following items are added to the Schedule under the title Limits Of Insurance.

Each Occurrence (Damage To Various Property of Others (Care, Control or Custody)) Limit:	\$20,000
Damage To Various Property of Others (Care, Control or Custody) Aggregate Limit:	\$20,000

75-02-0653 Deductible Each Loss Event Basis

The following section, titled Deductible, is added to the Policy described above and replaces any deductible provisions contained therein.

Deductible

Each Loss Event Basis

Deductible Payment And Reimbursement

- A. If we pay or incur amounts for damages or **claim defence expenses**, then it is a provision of this insurance that you must reimburse us within sixty (60) days of our request for these amounts up to the amount of the applicable Deductible as shown in the Schedule.
- B. The applicable Deductible amount for each Coverage is shown in the Schedule. Each Deductible shown in the Schedule applies separately from and in addition to any other Deductible shown in the Schedule. The applicable Deductible amount applies separately to each **loss event**.
- C. Deductibles apply separately to each consecutive annual period and to any remaining extension periods of less than twelve (12) months, starting with the beginning of the Policy Period shown in the Schedule.
- D. The amount of any applicable Deductible will not be less than the amount shown in the Schedule, regardless of whether this insurance or this endorsement is:
 - 1. issued for a period of less than twelve (12) months; or
 - 2. terminated before the end of the Policy Period, for any reason.



Deductible Conditions

- A. Regardless of the application of any Deductible, we may, at our discretion, initiate, discontinue or control any appeal of a judgment, if we consider such judgment or appeal may result in payment under this insurance.
- B. The requirements of this insurance for you to notify us of **loss events** and claims continue to apply regardless of the application of any Deductible.
- C. Regardless of the application of any Deductible, we have the right, but no obligation, to defend the **Insured**. We may exercise such right at our sole discretion.

Deductible

Each Loss Event Basis (Continued)

Limits Of Insurance

Under the Limits Of Insurance section, the following provision is added.

Amounts that are:

- within the Deductible; and
- described as reducing the Limits Of Insurance; will reduce the Aggregate Limits Of Insurance.

The Limits Of Insurance will not be increased or reinstated by any Deductible or any amount that you must reimburse to us in connection with any Deductible.



75-02-0654 Contract Works Exclusion

The following exclusion, titled Contract Works Activities, is added to the Exclusions section of the policy described above.

Exclusions

Contract Works Activities This insurance does not apply to any damages, loss, cost or expense arising out of any **contract works activities** undertaken by you or on your behalf.

The following definition, titled Contract Works Activities, is added to the Definitions section of the policy described above.

Definitions

Contract Works Activities **Contract works activities** means:

1. a. refurbishment, renovation, alteration or addition works;
b. construction, erection or demolition works
in relation to any buildings including associated mechanical and engineering activities;
2. installation, testing, commissioning or maintenance of any equipment or computer networks;
3. pipe laying, cable laying, tunnelling, piling, blasting, demolition;
4. manhole construction, reinstatement of trench works, diversion;
5. maintenance of existing underground pipeline and cable systems and other underground work; and
6. overhead erection, installation and construction of telecommunication transmission lines or cables.



75-02-0669 Abuse Or Molestation Exclusion

The following exclusion, titled Abuse Or Molestation, is added to the Exclusions section of the policy described above.

Exclusions

Abuse Or Molestation

This insurance does not apply to any damages, loss, cost or expense arising out of any:

- A. actual or threatened abuse or molestation by anyone of any person; or
- B. 1. employment, investigation, retention, or supervision; or
2. reporting to or failure to report to the proper authorities;

of any person for whom any **insured** is or ever was legally responsible and whose conduct would be excluded by subparagraph A. above.



75-02-0681 Contractual Liability Exclusion

The Coverages section of the policy described above is deleted and replaced by the following.

Coverages

Bodily Injury And Property Damage Liability

- A. Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability imposed by law for **bodily injury** or **property damage** that happens:
- within the Territorial Limits; and
 - in connection with your Business;
- as described in the Schedule, caused by an **occurrence** to which this coverage applies.
- B. This coverage applies only to such **bodily injury** or **property damage** that happens during the Policy Period.

Other than as provided under the Investigation, Defence And Settlements section of this insurance, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this insurance.

Our obligations hereunder end when the applicable Limits Of Insurance have been used up.

Coverages (Continued)

Advertising Injury And Personal Injury Liability

- A. Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability imposed by law for **advertising injury** or **personal injury** caused by an act, provided that such act happens:
- within the Territorial Limits; and
 - in connection with your Business;
- as described in the Schedule, to which this coverage applies.
- B. This coverage applies only to such **advertising injury** or **personal injury** caused by an act first happening during the Policy Period.



Other than as provided under the Investigation, Defence And Settlements section of this insurance, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this insurance.

Our obligations hereunder end when the applicable Limits Of Insurance have been used up.

The exclusion in the policy described above titled Contracts is deleted and replaced by the following.

Contracts

This insurance does not apply to any damages, loss, cost or expense for which the **insured** is obligated by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages to which this insurance applies that such **insured** would have in the absence of such contract or agreement.

The exclusion in the policy described above titled Employer's Liability, Statutory Obligations To Employees Or Employment-Related Practices is deleted and replaced by the following.

**Employer's Liability,
Statutory Obligations To
Employees Or Employment-
Related Practices**

- A. This insurance does not apply to any damages, loss, cost or expense arising out of any injury or damage sustained by any employee of the **insured** arising out of and in the course of:
 - 1. employment by the **insured**; or
 - 2. performing duties related to the conduct of the **insureds'** Business.
- B. This insurance does not apply to any damages, loss, cost or expense arising out of any obligation for which any **insured** may be held liable under any Workers Compensation Act enacted by the Commonwealth of Australia or its States or Territories, or any act, law, ordinance, regulation, industrial award or agreement or determination, similar to any of the foregoing anywhere in the world.
- C. This insurance does not apply to any damages, loss, cost or expense arising out of any injury or damage sustained at any time by any person, whether or not sustained in the course of employment by any **insured**, arising out of any employment-related act, omission, policy, practice or representation directed at such person, happening in whole or in part at anytime.



Chubb Insurance Company of Australia Limited

A.B.N. 69 003 710 647

AFS 239 778

Exclusions

(continued)

*Employer's Liability,
Statutory Obligations To
Employees Or
Employment-Related
Practices (continued)*

Paragraph A. above does not apply to the liability for damages to which this insurance applies for **bodily injury** or **personal injury** to a person in the service of the **insured** in Western Australia where the **insured** is deemed the employer of such person by reason only of Section 175 of the Workers' Compensation and Injury Management Act 1981 (WA).



Definitions

The definition in the policy described above titled Insured Contract is deleted.

75-02-0706 Additional Insured Extension

Additional Insureds

The person(s) or organisation(s) shown in the Schedule below is an **insured**.

Schedule: CMAA members as listed and accepted via quarterly bordereau direct with Ozprize & Weather Insurance Specialists