

----- 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 1st Floor, 11 Hertford Crescent, Wheelers Hill Vic. 3150

CERTIFICATE OF INSURANCE

From: Office Account

We hereby confirm that we have arranged the insurance cover mentioned below:

AUSTRALIAN ASSOCIATION OF MEN BARBERSHOP SINGER
Trading As BARBERSHOP HARMONY AUSTRALIA
PO Box 3809
AUSTRALIA FAIR QLD 4215

Date: 10/06/2020

Our Reference: AUSTRALIAP

Page 1 of 5

Class of Policy: DanceSurance Liability Package
Insurer: XL INSURANCE COMPANY SE, AUSTRALIA BRANCH
Level 28, 123 Pitt Street, Sydney, NSW, 2000
ABN: 36 083 570 441
The Insured: AUSTRALIAN ASSOCIATION OF MEN BARBERSHOP
SINGERS

Policy No: BXLC-DCL-2016-002836
Invoice No: 64820
Period of Cover:
From 1/06/2020
to 1/09/2021 at 4:00 pm

Details:

See attached schedule for a
description of the risk insured

IMPORTANT INFORMATION

The Proposal/Declaration:

- is to be received and accepted
by the Insurer
- has been received and accepted
by the Insurer

The total premium as at the
above date is:

- to be paid by the Insured
- part paid by the Insured
- paid in full by the Insured
- paid by monthly direct debit

Premium Funding

- This policy is premium funded

Please note that the policy defined above is subject to the receipt of the Proposal
Declaration and acceptance by the Insurer (if not already completed and accepted)
and subject to the full receipt and clearance of the total premium payable by the insured.

Schedule of Insurance

Class of Policy:	DanceSurance Liability Package	Policy No:	BXLC-DCL-2016-002836
The Insured:	AUSTRALIAN ASSOCIATION OF MEN BARBERSHOP SINGERS Trading As BARBERSHOP HARMONY AUSTRALIA	Invoice No:	64820

Class of Policy:	DanceSurance Liability Package Including Management Liability - Standard
Insured:	Australian Association of Men Barbershop Singers Inc., Australian Barbershop Convention Management Association Inc., AAMBS National Council, All AAMBS Regional Bodies, All Full, Associated, Life and Honorary Members of AAMBS Inc., and All Clubs, Choruses & Quartets registered with AAMBS Inc.
Interested Parties:	Sunshine Coast Regional Council
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:	\$2,000,000 any one claim and in the aggregate (Incl: Fidelity \$50,000 and Employment Practices \$250,000)
Retroactive Date:	Inception, excluding known claims and circumstances
Situation:	Worldwide.
Excess:	Nil.
Estimated Gross Income:	Up to \$250,000
Insurer	XL Insurance Company SE, Australia Branch (ABN 36 083 570 441), trading as Brooklyn Underwriting
Policy Wording	Brooklyn Sport & Leisure Combined Liability Policy Wording 04.19
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:	<ul style="list-style-type: none">* Participation Risk.* Member to Member liability.* Goods Sold and Supplied.* Voluntary Workers & Performers liability.* Social Club and/or Fund Raising activities.* Displays, Studio Dance Functions / Concerts.* Tenant's/Occupier's & Property Owner's liability.* Goods in Care, Custody & Control \$500,000.* Employees and Contractors liability (whilst teaching for the Insured).* Acrobatics & Gymnastics (floor work only).

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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.

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**, 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**.

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.

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:

Schedule of Insurance

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(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.

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

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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 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.

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.