

Policy Schedule

Date of issue 15 June 2021
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Important Notice: This Schedule should be read in conjunction with your Policy Wording, which together comprise your contract of insurance with the insurer. Please refer to both documents for full terms, conditions, exclusions and specific endorsements of your policy.

ANCA

Policy Number	ANCA00121PL
Insured	Mandurah City Choral Society
Policyholder	The Australian National Choral Association Inc (ANCA) and their members, potential members (choirs and individuals) committees and accompanist acting as volunteers.
Period of Insurance	4:00 PM 31 May 2021 to 4:00 PM 31 May 2022
Business of Insured	<p>Choral Association with members as listed Australia wide are responsible for stimulating interest in Choral music and related activities including but not limited to Choral eisteddfods, rehearsal, performance and the like.</p> <p>ANCA and the State branches also hold Seminars, Workshops, Festivals, Eisteddfods etc and some Choirs have their own Orchestras, and all other occupations incidental thereto.</p>
ANCA Member Number	3299
Notes	Issued for and on behalf of the below listed insurers, on the date specified below. Aon Risk Services Australia ABN 17 000 434 720 arranges the insurance and the below listed insurers issue the insurance.

Covering

ANCA Personal Accident	Insured
ANCA Liability	Insured

ANCA Personal Accident

Covering	Covering the insured whilst participating in events arranged by the insured including rehearsals, performance, travelling to and from activities, voluntary work arranged by the insured.	
Territorial Limits	Australia Wide	
Period of Cover	The compensation provided will only be payable if an Event listed in this document happens whilst: (a) You are actually engaged in official unpaid voluntary activities authorised and under the control of the insured. (b) You are engaged in necessary direct travel between Your normal place of residence of employment and the place of your voluntary activities.	
Limit of Liability	Number of Volunteers Covered	50
	Death and Capital Benefits	\$ 100,000
	Weekly Benefit	\$ 500
Policy Conditions	Deferral Period	Nil Days
	Benefit Period	Maximum of 104 weeks (except medical)
	Aggregate Limits of Liability	\$ 1,000,000
	Death and Capital Limits	Insured Events 1-19
	Weekly (temporary total disablement caused by injury)	Insured Event 20
	Age Limit	Nil but volunteer must be able to take direction and work independently
Weekly Benefit Period	104 weeks (excluding medical), the weekly benefit is payable when volunteers income earned elsewhere is lost. The weekly benefit is paid up to the income lost or the elected weekly sum declared in the policy, whichever is the lesser. If a volunteer does not earn a normal income then they cannot claim loss of income, instead they will be reimbursed the cost of: (a) Home Help – due to an injury a volunteer may need to hire a person to assist with domestic duties and/or childminding (limit any one claim linked to weekly elected benefit). Home help is limited to 52 weeks for those over the age of 65. (b) Student Tutorial - to employ a tutor if you are prevented by the injury from attending classes (limit any one claim linked to elected weekly benefit). A and B is only covered if on the requirement of a medical practitioner.	
Other Policy Benefits	For all volunteers the following additional benefits apply: (a) Paraplegia or Quadraplegia – home or car renovations/modifications up to \$ 10,000 (b) Medical expenses (12 months from date of injury only) excluding any such costs wholly or partially covered by Medicare. Up to \$ 10,000 per claim (Australian Resident). Up to \$ 5,000 per claim (Non Australian Resident). \$ 50 excess per claim. Under the Medical Act it is illegal for insurance companies to cover those medical items that would or should have been covered by Medicare. This means insurers cannot cover Medicare gaps in payments, eg. if a GP charges \$ 100 for their service and the medical scheduled fee is \$ 75. This would leave a \$ 25 gap which is uninsurable.	

NB: All medical costs must be recovered from all available sources, eg. Medicare or private health fund before any claim can be made on this policy.

- (c) Ambulance hire not recoverable from any other source.
- (d) Funeral expenses - \$ 10,000
- (e) Out of pocket expenses due to an injury reasonably and necessarily incurred - \$ 3,000
- (f) Pharmaceutical expenses due to an injury incurred on the advice of a medical practitioner - \$ 1,000

Deductible \$ 50 all medical expense claims
Nil all other claims

Endorsements Cover is extended to include Potential Members
POTENTIAL MEMBERS MEANS: A member of the public who comes and participates in activities for up to a month with the intent to join the organisation.

Exclusions This policy does not cover Ambulance, Private Hospital and/or Theatre Fees under the Non-Medicare section of the policy as these items fall under the National Health Act and the insurer is precluded for covering them.

Non-Medicare Medical Expenses means:

- (a) Any expenses recoverable by the Insured person from any other source except for the excess of the amount recoverable from such other source.
- (b) The rendering in Australia of a professional services for which Medicare benefits is, or would but for subsection 18(4) of the Health Insurance Act, be payable.
- (c) Any expense to which Section 67 of the National Health Act 1953 (as amended) or any of the regulations made thereunder apply.

Cancellation If cover is cancelled there is no refund of premium or broker fee.

Special Note The policy document contains exclusions and conditions which may be relevant in the event of a claim.

Notes Issued by BERKSHIRE HATHAWAY SPECIALTY INSURANCE A.B.N. 84 600 643 034.

Insurer
BERKSHIRE HATHAWAY SPECIALTY INSURANCE
A.B.N. 84 600 643 034
LEVEL 23, 420 GEORGE STREET
SYDNEY NSW 2000

Policy Number 47-ZAH-011318-01
Proportion 100%

Section Premium Details:

Billing Currency : AUD		
Premium	\$	30.00
Stamp Duty	\$	3.30
GST	\$	3.00
Total Amount	\$	36.30

ANCA Liability

Covering Indemnify Your legal Liability to pay compensation for Personal Injury or Property Damage that happens during the Period of Insurance arising from an Occurrence in connection with the Business within the Territorial Scope up to the Limit of Indemnity noted in the Policy Schedule in respect of General Liability or Products Liability.

Limit of Liability

General Liability
Any one occurrence \$ 20,000,000

Products Liability
Any one period of Insurance \$ 20,000,000

Professional Liability \$ 1,000,000 any one claim and limited to \$ 2,000,000 in the aggregate

Sub Limits of Liability Property in physical or legal care, custody and control endorsement limit: \$ 100,000
The policy covers the organization, its employees and volunteers from their legal liability to third parties for personal injury and/or property damage if proven legally liable or negligent as defined in the policy.

Exclusions **Refer to policy for full conditions**

- All service providers to carry their own insurance
- Excludes all contractors and/or sub-contractors
- Warranted no known or reported incidents/claims
- Excludes Acts of War and Terrorism
- Policy excludes liability arising from the participation in any sporting activities
- Excludes molestation

Provisions All service providers are required to carry their own insurance. A service provider is deemed as anyone hired by the Insured to provide a good or service. Service providers include but are not limited to security, amusement device operators, fireworks operators, caterers, contractors, venue owners, entertainers etc. it is a condition precedent to the policy that any Insured providing services to third party individuals or groups must hold the appropriate qualifications or licence. It is further agreed that staff/volunteers working for these Insured's must also be appropriately qualified in the activities they are conducting.

Deductible \$ Nil each and every claim

Endorsements Cover is extended to include Potential Members
POTENTIAL MEMEBERS MEANS: A member of the public who comes and participates in activities for up to a month with the intent to join the organisation.

ABSOLUTE CORONAVIRUS EXCLUSION

This Policy does not cover liability in respect of Personal Injury, Property Damage, Advertising Liability, Errors & Omissions or Professional liability arising 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 variant 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 or failure to take any action 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 variant thereof.

SERVICE PROVIDERS VICARIOUS ENDORSEMENT

This Policy does not cover liability in respect of Personal Injury or Property Damage arising out of or caused by or in connection with the Insured's service providers. A service provider means anyone engaged by the Insured to provide goods or perform a service. Service providers include but are not limited to security services, amusement operators, pyrotechnicians, entertainers, food vendors, stall holders, sound & lighting companies & Contracted Labour but does not include volunteers or the Insured's employees. However, this exclusion shall not apply to the Insured's vicarious liability arising from an act, error or omission of service providers that have provided the Insured with proof of liability insurance.

LIQUOR SERVICE VICARIOUS ENDORSEMENT

This Policy does not cover liability in respect of Personal Injury, Property Damage or Advertising Liability arising out of or caused by or in connection with any service of alcohol carried out by or on behalf of the Insured. However, this exclusion shall not apply to the Insured's vicarious liability arising an act, error or omission of licensed contractors provided that the Insured has obtained proof of liability insurance from such contractors.

MOLESTATION EXCLUSION

This Policy does not cover liability in respect of Personal Injury arising out of or caused by or in connection with the molesting, interfering or assault with any person by

- The Insured,
- Any of the Insured's employees,
- Any person acting on behalf of the Insured,
- Any person for whom the Insured may be held legally liable.

The Insurer shall have no obligation to defend any action, suit or proceeding against the Insured either directly or vicariously seeking damages for such Personal Injury.

BREACH OF PROFESSIONAL DUTY EXTENSION (SLE)

NOTICE TO THE INSURED

The terms and conditions of this Endorsement provide that: 1. A Claim (as defined within this Endorsement) must be made against the Insured during the Period of Insurance for this Policy to apply; and 2. The Insured must immediately notify the Insurer in writing of such Claim(s). Such notification must be given to the Insurer during the Period of Insurance for this Policy to apply. If any circumstances or facts come to the attention of the Insured during the Period of Insurance which are likely to give rise to a Claim(s) being made against them or which the Insured should reasonably expect to give rise to a Claim(s) being made against them, the terms and conditions of this Endorsement provide an option as to whether or not to notify the Insurer. However, failure to notify may affect Policy indemnity, ie. All or part of any subsequent Claim(s) may not be covered. Assuming the option to notify the Insurer is chosen such notification must be given in writing during the Period of Insurance for this Policy to apply. The time of the happening of the negligent act, error or omission which gives rise to a Claim(s) or a possible Claim(s), is not of relevance provided they occur after the Retroactive Date specified in the Schedule. Upon expiry of the Period of Insurance, no further Claim(s) can be made under this Policy and therefore the maintenance of insurance provided by this Endorsement is essential.

COVER APPLICABLE TO THIS ENDORSEMENT

The Insurer, to the extent and in the manner hereinafter provided, hereby agrees to

pay to or on behalf of the Insured up to the Limit of Liability as stated in the Schedule as applying to this Endorsement against all sums which the Insured shall become legally liable to pay as Compensation for Personal Injury and/or Property Damage as a result of a Claim or Claims first made against the Insured and reported to the Insurer during the Period of Insurance arising out of an act, error or omission committed or alleged to have been committed by or on behalf of the Insured in breach of the Insureds Professional Duty in connection with the Business.

LIMIT OF LIABILITY AND EXCESS APPLICABLE TO THIS ENDORSEMENT

The Insurer hereby agrees to pay all costs in the defence of a Claim for which indemnity is available under this Endorsement provided that the total aggregate liability (including Supplementary Payments) shall not exceed the Limit of Liability specified in the Schedule as applying to this Endorsement notwithstanding the number of Claims made. The Excess shown in the Schedule as applying to this Endorsement shall be the amount first payable by the Insured in respect of any one Claim and shall be borne by and at the Insured's own risk. The Insurer's liability shall only be in excess of this amount.

EXCLUSIONS APPLICABLE TO THIS ENDORSEMENT

This Endorsement does not cover liability:

1. Which is already excluded under the Policy.
2. Which is more specifically insured against in any other section of this Policy.
3. Arising out of acts, errors or omissions which occurred or allegedly occurred prior to the Retroactive Date specified in the Schedule.
4. Arising out of any facts or circumstances of which the Insured was aware of prior to the commencement of the Period of Insurance or which a reasonable person in the Insured's position would have considered may give rise to a Claim.
5. Assumed under contract or agreement unless such liability would have attached in the absence of such contract or agreement.
6. Arising from an Occurrence which is inevitable having regard to the circumstances and nature of the work undertaken.
7. Arising from or in connection with advice, consultancy, specification, supervision or other Professional Duty given or undertaken by the Insured not in relation to the Business
8. Arising out of conspiracy, conversion, deceit, inducement, breach of contract, injurious falsehood or fraudulent, criminal or malicious act or omission of the Insured.
9. Arising in North America or in respect of any Claims which would be subject to the jurisdiction of the Courts of North America.
10. Incurred by or caused by a Director or Officer of the Insured whilst acting within the scope of their duties in such capacity.

DEFINITIONS APPLICABLE TO THIS ENDORSEMENT

Claim or Claims means (i) Any writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counterclaim or third or similar party notice issue against or serviced upon the Insured or (ii) The receipt by the Insured of any written or verbal notice of demand for compensation made by a third party against them. Professional Duty means the duty owed in a professional capacity by singing instructors.

CONDITIONS APPLICABLE TO THIS ENDORSEMENT

1. The Insured shall, as a condition precedent to their right to be indemnified under this Endorsement give to the Insurer as soon as practicable notice in writing during the Period of Insurance:

(i) of any Claim(s) made against the Insured.

(ii) of the receipt of notice from any person of an intention to make a Claim against the Insured.

2. The Insured shall give to the Insurer, as soon as practicable, notice in writing during the Period of Insurance of any circumstance of which they become aware during the Period of Insurance, likely to give rise to a Claim against them. If, during the Period of Insurance, the Insured becomes aware of any circumstances which might subsequently give rise to a Claim under this Endorsement and elect, during the Period of Insurance, to give written notice to the Insurer of such circumstances, then any such Claim which might subsequently arise out of such circumstances will be deemed to have been made during the Period of Insurance.

CONSTRUCTION LIMITATION

This Policy does not cover Personal Injury or Property Damage arising out of or in any way connected with the construction, erection, alteration, demolition of and/or addition to buildings by or on behalf of the Insured. However, this exclusion shall not apply to the construction, erection, alteration, demolition of and/or addition to buildings by or on behalf of the Insured where the total value of such works does not exceed \$100,000

VOLUNTARY WORKERS EXTENSION

The Policy Definition of the Insured extended to include any voluntary worker while they are engaged in activities that are officially organised by or under the control of the Insured.

Provided that cover for all claims for Compensation that arise out of the one Occurrence remains subject to the Limit of Liability specified in the Schedule.

COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical

payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or

object, solid, liquid or gas or between organisms, and

3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

CYBER and DATA TOTAL EXCLUSION ENDORSEMENT

1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

1.1 Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; or

1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3 This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a Cyber Act, Cyber Incident or Data, and, if in conflict with such wording, replaces it.

4 If the Underwriters allege that by reason of this endorsement that loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

Definitions:

5 Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

6 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

7 Cyber Incident means:

7.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

7.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Cancellation

If cover is cancelled there is no refund of premium or broker fee.

Note

Underwritten for certain underwriters at Lloyd's of London & Chubb Insurance Ltd by their agent SLE Worldwide Australia Pty Ltd under binding authorities B0572NA13SL03 & 001-2013 respectively.

Insurer

SLE WORLDWIDE AUST PTY LTD
A.B.N. 15 066 698 575
LEVEL 11, 56 CLARENCE ST
SYDNEY NSW 2000

Policy Number

ANCA00121PL

Proportion

100%

Supporting Insurer

Lloyds' Underwriters
AS DETAILED

Proportion

100%

Section Premium Details:

Billing Currency : AUD		
Premium	\$	183.75
Stamp Duty	\$	20.21
GST	\$	18.38
Total Amount	\$	222.34

Total Premium Details:

Billing Currency : AUD		
Premium	\$	213.75
Stamp Duty	\$	23.51
GST	\$	21.38
Total Amount	\$	258.64