



EBM

Public
Liability
Extension

LARK*music*

Perfectly tuned insurance

Attaching to Musical Instrument Insurance

Please read this insurance document, together with the Musical Instrument Insurance policy wording, any **endorsements** and the **Schedule**, very carefully. If anything is not correct, please return it immediately.

The General terms and conditions, Policy definitions and the following terms and conditions all apply to this extension.

OUR PROMISE TO YOU

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

CONDITIONSPRECEDENT

General claims condition 1 and the conditions shown under the heading **Your obligations** in this extension and in **your** Musical Instrument Insurance policy wording are all conditions precedent to our liability. **We** will not make any payment under this insurance unless **you** comply with all the requirements of those conditions.

GENERAL CONDITIONS

The following apply to the Public Liability extension of this **policy**.

Multiple insureds

The most **we** will pay is the relevant amount shown in the **Schedule**. If more than one insured is named in the **Schedule**, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**. **You** agree that the insured named in the **Schedule**, or if there is more than one insured named in the **Schedule** the first of them, is authorised to receive all notices and agree any amendments to the **policy**.

**GENERAL CLAIMS
CONDITIONS**

The following apply to the Public Liability extension of this **policy**.

Your obligations

1. It is a condition of this policy that **you**:
 - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the conditions shown under the heading **Your obligations**;
 - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**;
 - c. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim;
 - d. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.

False claims

2. If **you** have made a false claim, **we** can refuse to pay a claim or **we** can treat this insurance as though it had never existed.

DEFINITIONS

Words shown in **bold** type have the same meaning wherever they appear in this extension of the Policy Wording.

Advertising Liability

1. Infringement of copyright of or passing off of a title or slogan
2. Unfair competition, piracy or idea misappropriation contrary to an implied contract;
3. Invasion of privacy; or
4. Breach of the misleading or deceptive conduct provisions of any consumer protection legislation or similar legislation of any country, state or territory committed or alleged to have been committed during the **Period of Insurance** in any advertisement, publicity article, broadcast or telecast and caused by or arising out of **Your** advertising activities.

Date recognition

Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.

Defence costs

Costs incurred with **our** prior written agreement to investigate, settle or defend a claim against **you**.

Denial of access

Nuisance, trespass or interference with any easement or right of air, light, water or way.

Endorsement

A change to the terms of the **policy**.

Geographical limits

Worldwide

Insured equipment

- Any of the following items specified in the **Schedule** which is **your** own property or for which **you** are responsible:
- a. musical instruments and equipment;
 - b. instrument cases and flight cases;
 - c. music stands and chairs;
 - d. performance staging;
 - e. materials used for the purposes of cleaning and restoring musical instruments;
 - f. sheet music;
 - g. uniforms;
 - h. hand tools and portable power tools used for the purposes of maintaining and repairing musical instruments.

Musical accessories

Musical accessories include items used to play or tune the **insured equipment** including strings, reeds, drumheads and other replaceable items.

Nuclear risks

- a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;
- b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above.

Performance

An act of performing a song or songs, or a piece or suite of music within a designated **performance** area or in a designated rehearsal or practice area.

Personal Injury

1. Bodily injury, death, sickness, disease, disability
2. Shock, fright, mental anguish, mental injury
3. Unlawful arrest, unlawful imprisonment, wrongful detention, malicious prosecution
4. Defamation
5. Wrongful eviction, wrongful entry or other invasion of privacy
6. Assault and battery not committed by **You** at **Your** direction unless reasonably committed for the purpose of preventing or eliminating danger to persons or property

Period of insurance

The time for which this **policy** is in force as shown in the **Schedule**.

Policy

This insurance document and the **Schedule**, including any **endorsements**.

Pollution

Any **pollution** or contamination, including noise, electromagnetic fields, radiation and radio waves.

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| Products Liability | Your legal liability to pay damages for an Occurrence cause by an Unknown Defect in Your Products , but excludes Public Liability or Advertising Injury. |
| Terrorism | An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: a. is committed for political, religious, ideological or similar purposes; and b. is intended to influence any government or to put the public, or any section of the public, in fear; and i. involves violence against one or more persons; or ii. involves damage to property ; or iii. endangers life other than that of the person committing the action; or iv. creates a risk to health or safety of the public or a section of the public; or v. is designed to interfere with or to disrupt an electronic system. |
| Third-party property damage | Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property including loss of use of tangible property which has not been physically damaged, lost or destroyed. |
| Virus | Programmes that are secretly introduced without your permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software. |
| War | War , invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war , rebellion, revolution, insurrection, military or usurped power. |
| We/us/our | The insurer(s) as shown your Schedule . |
| You/your | The person named as the insured on your Schedule . |

WHAT IS COVERED

Claims against you

If, as a result of:

1. **your** present or past ownership possession or use of **insured equipment or musical accessories**; or
2. a **performance by you**;

any party brings a claim against **you** for **personal injury, third-party property damage, products liability or advertising liability** occurring or **denial of access** committed during the **period of insurance**, **we** will indemnify **you** against the sums **you** have to pay as compensation. **We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this extension.

Band member to band member liability

If, as a result of:

1. **your** present or past ownership possession or use of **insured equipment or musical accessories**; or
2. a **performance by you**;

a band member brings a claim against another band member of **yours** for personal **injury, third-party property damage, products liability or advertising liability** occurring or **denial of access** committed during the **period of insurance**, **we** will indemnify **you** against the sums **you** have to pay as compensation. **We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this extension.

We will not make any payment for any claim or loss where the band member has not complied with the terms and conditions of the **policy** as if they were **you**.

Additional cover

Court attendance compensation

If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under this extension, **we** will pay **you** compensation for each day, or part of a day that their attendance is required by **our** solicitor up to the limits shown under **How much we will pay**.

Third-party property damage to goods in **your** possession or legal control

We will also indemnify **you** for **Third-party property damage** to goods in **your** possession or legal control. The maximum **we** will pay under this additional cover is \$100,000 during the period of Insurance.

WHAT IS NOT COVERED

We will not make any payment for:

Vehicles, animals and craft

1. any claim directly or indirectly arising from the ownership, possession, maintenance or use by **you** of any, animals, weapons, aircraft or other aerial devices, watercraft, motor vehicles or other mechanically propelled vehicles and their trailers.

Deliberate or reckless acts

2. any claim directly or indirectly arising from any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.

Computer virus

3. any claim directly or indirectly due to the transmission of a computer **virus**.

War, terrorism and nuclear

4. any claim directly or indirectly arising from **war, terrorism or nuclear risks**.

Date recognition

5. any claim directly or indirectly due to **date recognition**.

Pollution

6. a.
 - i. any claim directly or indirectly due to any **pollution** of buildings or other structures or of water or land or the atmosphere; or
 - ii. any claim for **personal injury, denial of access or third-party property damage** directly or indirectly caused by **pollution**; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**.
- b. any **pollution** occurring in the United States of America or Canada.

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| Property for which you are responsible | 7. loss of or damage to or destruction of or loss of use of any property belonging to you . This does not apply to employees or visitors vehicles or effects while on your premises. |
| Injury to others | 8. any claim directly or indirectly due to personal injury to any of your employees or any member of your family. |
| Restricted recovery rights | 9. that part of any claim where your right of recovery is restricted by any contract. |
| Non-compensatory payments | 10. fines and contractual penalties, punitive or exemplary damages. |
| Claims outside the applicable courts | 11. any claim, including arbitration, brought outside of Australia. This applies to proceedings in Australia to enforce, or which are based on, a judgment or award from outside of Australia. |
| Contracts | 12. your liability under any contract which is greater than the liability you would have at law without the contract. |
| Stage effects | 13. any claim directly or indirectly arising from any stage effects which involve the use of: <ul style="list-style-type: none"> a. pyrotechnics; or b. strobe lighting; or c. hydraulically, mechanically or electronically propelled stage platforms. |
| Stage diving | 14. any claim directly or indirectly arising from the deliberate launching or leaping of any person or the throwing or propelling of any object from the stage or from crowd surfing by members of the audience. |
| Excess | 15. the excess . |

HOW MUCH WE WILL PAY

We will pay up to the limit of indemnity shown in the **Schedule** for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same single or original cause or source will be regarded as one claim.

Special limits

For claims arising from **pollution**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**, including any claims forming part of a series of other claims regarded as one claim under this extension. The most **we** will pay for **defence costs** in relation to **pollution** claims is the amount shown in the **Schedule**. **You** must pay the relevant **excess** shown in the schedule.

Court attendance compensation

We will pay you \$500 as compensation for each day, or part day. The most **we** will pay for the total of all court attendance compensation is \$10,000.

Paying out the limit of indemnity

At any stage **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for those claims or their **defence costs**.

YOUR OBLIGATIONS**We will not make any payment under this extension:**

unless **you** notify **us** promptly of any claim or threatened claim against **you**;
if, when dealing with a third-party, **you** admit that **you** are liable for what has happened or
make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must
also not reveal the amount of cover available under this insurance, unless **you** have **our** prior
written agreement.

CONTROL OF DEFENCE

We have the right, but not the obligation, to take control of and conduct in **your** name, the
investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an
adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint
your own solicitor but on a similar-fee basis as **our** solicitor and only for work done with our
prior written approval. Proceedings will only be defended if there is a reasonable prospect of
success and taking into account the commercial considerations of the costs of defence.