

# Public & Products Liability Policy Schedule

<b>Item 1</b>	<b>Policy Number</b>	PPL-011028-2025
<b>Item 2</b>	<b>Policyholder</b>	Eligible Members of Flying Arts Alliance Inc. 420 Brunswick Street, FORTITUDE VALLEY QLD 4006 Australia
<b>Item 3</b>	<b>Insurance Period</b>	4.00pm on 01/08/2025 to 4.00pm on 01/08/2026 at the address stated at Item 2 above
<b>Item 4</b>	<b>Policy Wording</b>	ProRisk Public & Products Liability Insurance Policy v07.21 ProRisk General Terms & Conditions v04.22
<b>Item 5</b>	<b>Underwriter</b>	Professional Risk Underwriting Pty Limited trading as ProRisk Level 2, 115 Bridge Road, Richmond VIC 3121 For and on behalf of Swiss Re International SE Australia Branch (ABN 38 138 873 211)
<b>Item 6</b>	<b>Limit of Liability</b>	Any one <b>occurrence</b> .

The total aggregate **limit of liability** in respect of Insuring Clause 1.2 (Product Liability) and Insuring Clause 1.3 (Advertising Liability) will not exceed \$20,000,000.00 in the aggregate during any one **insurance period**.

<b>ⓘ Insuring Clause</b>	<b>Included/Excluded</b>	<b>Excess</b>	<b>Limit of Liability</b>
Insuring Clause 1.1: Public Liability Cover	Included	\$1,000	\$20,000,000
Insuring Clause 1.2: Product Liability Cover	Included	\$1,000	\$20,000,000 and in the aggregate
Insuring Clause 1.3: Advertising Liability Cover	Included	\$1,000	\$20,000,000 and in the aggregate
Insuring Clause 1.4: Defence Costs in Addition	Included	\$1,000	\$20,000,000 and in the aggregate

<b>⊕ Extension</b>	<b>Included/Excluded</b>	<b>Excess</b>	<b>Sub-Limit of Liability</b>
2.1: Advancement of Defence Costs and Investigation Costs	Included	\$1,000	\$100,000
2.2: Automatic acquisition or creation of subsidiaries	Included	\$1,000	Policy Limit
2.3: Care, Custody & Control	Included	\$1,000	\$500,000
2.4: Court Attendance Costs	Included	\$1,000	\$50,000
2.5: Emergency Costs	Included	\$1,000	\$50,000
2.6: Principal's Indemnity	Included	\$1,000	Policy Limit
2.7: Public Relations Costs	Included	\$1,000	\$100,000
2.8: Tenants Liability	Included	\$1,000	Policy Limit
2.9: Vicarious Liability	Included	\$1,000	Policy Limit
2.10: Contract Review	Included	4 Per Insurance Period	N/A
2.11: Panel Counsel	Included	Nil	N/A

<b>Item 7</b>	<b>Territorial Limits</b>	Worldwide (excluding USA and Canada)
<b>Item 8</b>	<b>Other Insurance</b>	Not applicable
<b>Item 9</b>	<b>Interested Party</b>	N/A
<b>Item 10</b>	<b>Business</b>	Producer - Creative Arts   100%

**Item 11 Business Description**

Regional arts activities of financial affiliate groups of Flying Arts Alliance Inc. (including their members and volunteers) consisting of: - Temporary exhibitions and installations; - Presenting of small festivals and events for audiences of up to 1,000 per event, including performing arts, community parades, exhibitions, lectures, writing/reading, film, dinner dances; - Presenting theatre productions, recitals, concerts, film nights, and workshops for all art forms; - Circus performance (subject to Specific Activities Exclusion) - Community arts projects; - Artist in residence and projects for all art forms; - Managing your venue/studio/gallery; - Conducting outings to visit arts events. - Retailing of associated items at temporary venues

**Item 12 Policy Notes****Comment****Date**

Art Council members are:

30/07/2025

1. Childers Arts Council Inc.
2. Chinchilla Arts Council
3. Clermont Artslink
4. Clifton School of Arts
5. Creative Arts Gympie
6. Creative Connections Whitsunday Inc.
7. Crows Nest Arts Council
8. Fraser Coast Artslink Inc.
9. Keppel Coast Arts Council
10. Longreach Arts & Cultural Association Inc.
11. Mackay Creatives Inc.
12. Maleny Arts Council
13. Mary Valley Artslink Inc.
14. Marlborough Regional Arts Council Inc.
15. Moranbah Arts Council
16. Oakey & District Arts Council
17. Redlands Arts Council Inc.
18. Regional Arts Council Dalby Inc.
19. Sarina Art Council Inc.
20. Texas Arts Council Inc.
21. Wandoan Arts Council Inc.
22. Wynnum Manly Arts Council

THIS IS TO CERTIFY that in accordance with the authorisation granted to ProRisk by the **underwriters** and in consideration of the **premium**, the **underwriters** agree to insure the stated **policyholder** in accordance with the terms and conditions of the **policy**.

In accepting this insurance, the **underwriters** have relied on the information and statements that **you** have provided on the **proposal**. You should read this **schedule** carefully and, if it is not correct, you should immediately contact **us**. This is an important document and should be kept in a safe place with all other papers relating to this **policy**.

Authorised by



Hamish McDonald Nye  
**Executive Director**  
**Professional Risk Underwriting Pty Ltd**

31/07/2025

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## Personal Injury Excess for Personal Injury to Contractors or Sub Contractors

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<b>Endorsement Number:</b>	PPL0015b
<b>Applicable date of Endorsement:</b>	01/08/2025
<b>Policyholder:</b>	Eligible Members of Flying Arts Alliance Inc.
<b>Insurance Period:</b>	4.00pm on 01/08/2025 to 4.00pm on 01/08/2026

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Notwithstanding the **excess** stated in the Schedule, the **excess** will be \$10,000 for all indemnity per **occurrence** in connection with a **personal injury** to:

- a) Labour hire personnel;
- b) a contractor or sub-contractor of **yours**;
- c) all tiers of contractors and sub-contractors below a contractor or sub-contractor of **yours**;
- d) a director, executive officer, partner or **employee** of a person or company referred to in (a), (b) and (c) above

where the **personal injury** occurred in the course of such person performing the work under a contract or sub-contract or agreement.

In all other respects, the **policy** remains unaltered.

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## Abuse Exclusion

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<b>Endorsement Number:</b>	PPL0071
<b>Applicable date of Endorsement:</b>	01/08/2025
<b>Policyholder:</b>	Eligible Members of Flying Arts Alliance Inc.
<b>Insurance Period:</b>	4.00pm on 01/08/2025 to 4.00pm on 01/08/2026

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It is agreed that clause 3.1 Abuse is deleted from the **policy** in its entirety and replaced with the following:

**We** will not be liable under this **policy** to make any payment for **loss** on account of any claim based upon, arising from or in consequence of, or in any way connected with any actual or alleged verbal, physical or sexual abuse, molestation, assault, battery or any violence.

In all other respects, the **policy** remains unaltered.

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## Contractors Liability Requirement Endorsement

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<b>Endorsement Number:</b>	PPL0008
<b>Applicable date of Endorsement:</b>	01/08/2025
<b>Policyholder:</b>	Eligible Members of Flying Arts Alliance Inc.
<b>Insurance Period:</b>	4.00pm on 01/08/2025 to 4.00pm on 01/08/2026

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It is agreed that the following alteration is made to the **policy**:

**You** must take reasonable steps to ensure that contractors and subcontractors used by **you** have their own public liability insurance for no less than the **limit of liability** purchased under this **policy**. Reasonable steps include obtaining a certificate of insurance from each contractor and/or subcontractor at the commencement of their role and annually thereafter whilst contracted by **you**.

In all other respects, the **policy** remains unaltered.

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## Cutting & Welding / Hotwork Exclusion

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<b>Endorsement Number:</b>	PPL0014
<b>Applicable date of Endorsement:</b>	01/08/2025
<b>Policyholder:</b>	Eligible Members of Flying Arts Alliance Inc.
<b>Insurance Period:</b>	4.00pm on 01/08/2025 to 4.00pm on 01/08/2026

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The following Exclusion is inserted into the **Policy**:

This **policy** does not cover **claims, loss, personal injury** or **property damage** arising directly or indirectly from the use of an electric, oxy-acetylene or similar welding or cutting equipment and allied processes by or on behalf of the **you** unless such welding cutting or allied process was carried out in full compliance with Australian Standard 1674 (Safety and Welding and Allied Processes) as amended or replaced.

In all other respects, the **policy** remains unaltered.

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## Participation Endorsement

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<b>Endorsement Number:</b>	PPL0023
<b>Applicable date of Endorsement:</b>	01/08/2025
<b>Policyholder:</b>	Eligible Members of Flying Arts Alliance Inc.
<b>Insurance Period:</b>	4.00pm on 01/08/2025 to 4.00pm on 01/08/2026

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The following Exclusion is inserted into the **policy**:

This **policy** does not cover **claims, loss, personal injury** or **property damage** arising directly or indirectly from the participation of persons in any use of a vehicle at a track or course designed or used for any driving, game, match, race, practice, trial, training, instruction, competition, warm ups, warm downs and other preliminary activities unless such **personal Injury** is as a result of **your** negligence in regard to the facility provided.

In all other respects, the **policy** remains unaltered.

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## Working from Heights Exclusion

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<b>Endorsement Number:</b>	PPL0028b
<b>Applicable date of Endorsement:</b>	01/08/2025
<b>Policyholder:</b>	Eligible Members of Flying Arts Alliance Inc.
<b>Insurance Period:</b>	4.00pm on 01/08/2025 to 4.00pm on 01/08/2026

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This **policy** does not cover **claims, loss, personal injury** or **property damage** arising directly or indirectly when the height at which the work is performed exceeds three stories in height (12 meters).

In all other respects, the **policy** remains unaltered.

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## Event Endorsement

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<b>Endorsement Number:</b>	PPL0033
<b>Applicable date of Endorsement:</b>	01/08/2025
<b>Policyholder:</b>	Eligible Members of Flying Arts Alliance Inc.
<b>Insurance Period:</b>	4.00pm on 01/08/2025 to 4.00pm on 01/08/2026

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The following exclusion is inserted into the **policy**:

This **policy** does not cover **claims, loss, personal injury** or **property damage** arising directly or indirectly from:

1. Cancellation or non-appearance;
2. Pyrotechnics;
3. Mechanical amusement rides;
4. Inflatables;
5. Temporary elevated seating;
6. Firearms;
7. Participation in respect of contact sports; or
8. Events exceeding 3,000 attendees daily.

In all other respects, the **policy** remains unaltered.

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## Specific Activities Exclusion

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<b>Endorsement Number:</b>	PPL0042
<b>Applicable date of Endorsement:</b>	01/08/2025
<b>Policyholder:</b>	Eligible Members of Flying Arts Alliance Inc.
<b>Insurance Period:</b>	4.00pm on 01/08/2025 to 4.00pm on 01/08/2026

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The following Exclusion is inserted into the **policy**:

This **policy** does not cover **claims, loss, personal injury or property damage** arising directly or indirectly from:

Circus, acrobatic or gymnastic activities

Use of bonfires, fire pits, fire displays or fireworks

Abseiling

Horse riding

Quad biking

Bar fly

Hot Air ballooning

Reverse Bungee

Base Jumping

Use of Inflatables

Rock Climbing

Use of Bouncing Castles

Jet Skiing

Sailing

Boxing

Kayaking

Sand Yachting

Bungee Jumping

Kite Surfing

Scuba Diving

Segways

Canoeing

Martial Arts

Skiing

Snowboarding

Caving

Micro-lighting

Sky Diving

Clay Pigeon Shooting

Mixed Martial Arts

Shooting

Diving

Motor Racing

Speed Boating

Extreme Sports

Mountaineering

Surfing

Use of Fairground Rides

Offshore Activities  
Survival Training Courses  
Use of Fireworks  
Paintball  
Wall Climbing  
Free Jumping  
Parachuting  
Waterskiing  
Go Karting  
Paragliding  
White Water Rafting  
Hang Gliding  
Physical Team Building Exercises  
Wind Surfing  
Pot Holing  
Wingsuit Flying  
Power Boating  
Zorbing  
Use of Pyrotecnics

For the purposes of the Exclusion, the following definition is added to the **policy**:

Circus means any person(s) undertaking any form of activity which involves animals, weapons, acrobatics, gymnastics or any other activities above 2 metres in height from the ground.

In all other respects, the **policy** remains unaltered.

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## Wording Amendment Endorsement - Policyholder Definition Endorsement

<b>Endorsement Number:</b>	PPL0061
<b>Applicable date of Endorsement:</b>	01/08/2025
<b>Policyholder:</b>	Eligible Members of Flying Arts Alliance Inc.
<b>Insurance Period:</b>	4.00pm on 01/08/2025 to 4.00pm on 01/08/2026

It is agreed that the following clause is added to the **policy**:

That the definition of **policyholder** is deleted in its entirety and replaced with the following:

**Policyholder** means:

<<insert members>>

It is agreed that the following definition is added to the **policy**:

Eligible Member means:

Eligible Members of Flying Arts Alliance Inc. are those who engage in

- Temporary exhibitions and installations;
- Presenting of small festivals and events for audiences of up to 1,000 per event, including performing arts, community parades, exhibitions, lectures, writing/reading, film, dinner dances;
- Presenting theatre productions, recitals, concerts, film nights, and workshops for all art forms;
- Circus performance (subject to Circus Exclusion)
- Community arts projects;
- Artist in residence and projects for all art forms;
- Managing your venue/studio/gallery;
- Conducting outings to visit arts events.
- Retailing of associated items at temporary venues

In all other respects, the **policy** remains unaltered.

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## Wording Amendment Endorsement - Event Organisers

<b>Endorsement Number:</b>	PPL0061
<b>Applicable date of Endorsement:</b>	01/08/2025
<b>Policyholder:</b>	Eligible Members of Flying Arts Alliance Inc.
<b>Insurance Period:</b>	4.00pm on 31/07/2024 to 4.00pm on 31/07/2025

It is agreed that the following Exclusion clause is added to the **policy**:

**We** will not be liable for any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out any of the following activities carried out or arranged by or on behalf of the **insured**:

- (a) erection of stands, stages, platforms rigs or other similar structures; or
- (b) security of crowd control or stewarding; or
- (c) work above three metres in height from the stage or floor or ground; or
- (d) use of fireworks or pyrotechnics; or
- (e) installation of temporary seating; or
- (f) amusement rides; or
- (g) use of inflatables except for purely decoration purposes; or

(h) serving of alcohol; or

(i) events with over 1,000 people attending in total

In all other respects, the **policy** remains unaltered.

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## Infectious Diseases Endorsement

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<b>Endorsement Number:</b>	PPL0062
<b>Applicable date of Endorsement:</b>	01/08/2025
<b>Policyholder:</b>	Eligible Members of Flying Arts Alliance Inc.
<b>Insurance Period:</b>	4.00pm on 01/08/2025 to 4.00pm on 01/08/2026

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It is noted and agreed that the **Policy** is amended to contain the following Exclusion Clause:

**We** will not be liable for any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out any of the following; - including any fear or threat thereof, whether actual or alleged

- (a) any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not); or
- (b) Coronavirus (COVID-19) including any mutation or variation thereof; or
- (c) any pandemic or epidemic, as declared as such by the World Health Organisation or any governmental authority.

In all other respects, the **policy** remains unaltered.