

Professional Indemnity Quotation Schedule

Item 1	Reference Number	ZESDJC-1
Item 2	Policyholder	Eligible Members of Flying Arts Alliance Inc. 420 Brunswick Street, FORTITUDE VALLEY QLD 4006 Australia
Item 3	Insurance Period	4.00pm on 01/10/2025 to 4.00pm on 01/10/2026
Item 4	Policy Wording	ProRisk Professional Indemnity Insurance Policy v04.22 ProRisk General Terms & Conditions v04.22
Item 5	Retroactive Date	01/10/2025
Item 6	Continuous Cover Date	01/10/2025
Item 7	Underwriters	Professional Risk Underwriting Pty Limited trading as ProRisk for and on behalf of Swiss Re International SE Australia Branch (ABN 38 138 873 211)
Item 8	Limit of Liability	\$5,000,000 Plus one (1) reinstatement of the limit of liability during the insurance period

The following sub-limits and excesses apply:

① Insuring Clause	Included/Excluded	Excess	Limit of Liability
Insuring Clause 1.1: Civil Liability Cover	Included	\$500 Inclusive of Costs	\$5,000,000
Insuring Clause 1.2: Employee Fidelity Cover	Included	\$500	250,000
Insuring Clause 1.3: Investigation Costs Cover	Included	\$500 Inclusive of Costs	\$5,000,000
Insuring Clause 1.4: Statutory Liability Cover	Included	\$500 Inclusive of Costs	25% of the Limit of Liability up to \$250,000
⊕ Extension	Included/Excluded	Excess	Sub-Limit of Liability
2.1: Advancement of Defence Costs and Investigation Costs	Included	\$500	Policy Limit
2.2: Automatic acquisition or creation of subsidiaries	Included	\$500	Policy Limit
2.3: Civil Penalties	Included	\$500	10% of the Limit of Liability up to \$250,000
2.4: Continuity of Cover	Included		
2.5: Costs Exclusive Excess	Excluded		Not Applicable
2.6: Costs in Addition	Excluded		Not Applicable
2.7: Court Attendance Costs	Included	\$500	\$50,000
2.8: Defamation	Included	\$500	Policy Limit
2.9: Discovery period following a change in exposure	Included	\$500	Policy Limit
2.10: Discovery period following non-renewal	Included	\$500	Policy Limit
2.11: Emergency Costs	Included	\$500	\$100,000
2.12: Intellectual Property	Included	\$500	Policy Limit
2.13: Joint Venture Liability	Included	\$500	Policy Limit
2.14: Loss of Documents	Included	\$500	Policy Limit
2.15: Public Relations Costs	Included	\$500	\$50,000
2.16: Reinstatement of the Limit of Liability	Included	Nil	1
2.17: Technology Services	Included	\$500	Policy Limit
2.18: Trade Practices (Fair Trading) Legislation Cover	Included	\$500	Policy Limit
2.19: Vicarious Liability	Included	\$500	Policy Limit
2.20: Direct Financial Loss Investigator Costs – Policyholder	Included	\$500	\$10,000
2.21: Direct Financial Loss Investigator Costs – ProRisk	Included	\$500	\$10,000

2.22: Contract Review	Included	\$500	4 per policy period
2.23: Panel Counsel	Included	Nil	1 Hour
2.24: Whistleblower Hotline	Included	\$500	Unlimited Calls

Item 9	Territorial Limits	Worldwide (excluding USA and Canada)	
Item 10	Maximum Aggregate Limits of Liability	\$10,000,000 for Limit of Liability	
Item 11	Other Insurance	Not applicable	
Item 12	Interested Party	N/A	
Item 13	Professional Services	Producer - Creative Arts	100%
Item 14	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 Graphic design, Art restoration / conservation, Photography, Illustration / Art commissioning, Creative direction / consulting, Art therapy, Set / stage design for theatre or film, Lighting / sound design, Costume / fashion design consulting, Animation / motion graphics Web design / digital art, Performance coaching / artist mentoring, Arts education / workshops, Curators / exhibition consultants Copywriting / content creation, Arts-based event planning, Music composition / scoring	

False Advertising, Production Costs and Game of Chance Exclusion

Endorsement Number:	PI0001
Applicable date of Endorsement:	01/10/2025
Policyholder:	Eligible Members of Flying Arts Alliance Inc.
Insurance Period:	4.00pm on 01/10/2025 to 4.00pm on 01/10/2026

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

We will not be liable under this **policy** to make any payment on account of any **claim** based upon, arising from or in consequence of :

- (a) false advertising or misrepresentation in advertising by **you** unless prior approval and sign off has been provided by the client to whom the **professional services** are being provided;
- (b) production costs, loss of profits, or other costs of the recall, reproduction, reprinting or correction of any physical or electronic document or material by **you** unless prior approval and sign off has been provided by the client to whom the **professional services** are being provided; or
- (c) any game of chance.

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

Specific Activities Exclusion

Endorsement Number:	PI0016
Applicable date of Endorsement:	01/10/2025
Policyholder:	Eligible Members of Flying Arts Alliance Inc.
Insurance Period:	4.00pm on 01/10/2025 to 4.00pm on 01/10/2026

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

We will not be liable under this **policy** to make any payment on account of any **claim** based upon, arising from or in consequence of the provision of:

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
by **you** or on **your** behalf.

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.

Wording Amendment Endorsement - Policyholder Definition Endorsement

Endorsement Number:	PI0058
Applicable date of Endorsement:	01/10/2025
Policyholder:	Eligible Members of Flying Arts Alliance Inc.
Insurance Period:	4.00pm on 01/10/2025 to 4.00pm on 01/10/2026

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

Indemnity Limit

It is agreed that Clause 5.1 (Limit of Indemnity) is deleted and replaced with the following:

5.1.1 The aggregate limit of **our** liability for all **loss** arising from any one **claim** is the sum specified in the **schedule**.

5.1.2 Any sub-limit specified in this **policy** shall be **our** maximum aggregate liability under such sub-limit irrespective of the number of **claims** or **investigations**, the amount claimed or the number of **insureds** who make a claim under this **policy**. Any sub-limit shall be part of and not in addition to the sum specified in the **schedule**.

5.1.3 the **limit of indemnity** and any sub-limit is shared between all **insureds**. This means that if the **limit of indemnity** or any sub-limit is exhausted by claims against one **insured** it will reduce the available coverage for all **insureds**;

5.1.4 **our** maximum aggregate liability under this **policy** for all **loss** arising from all **claims** and all **legal representation expenses** arising from all **investigations** including all reinstatements, irrespective of the number of **claims** or **investigations** under this **policy**, the amount claimed or the number of **eligible members** or **insureds** who make claims, is the sum specified in the **schedule**.

5.1.5 **our** liability under this **policy** ceases when the aggregate of all payments **we** make under the **policy** total the **limit of indemnity**.

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

Infectious Diseases Endorsement

Endorsement Number:	PI0070
Applicable date of Endorsement:	01/10/2025
Policyholder:	Eligible Members of Flying Arts Alliance Inc.
Insurance Period:	4.00pm on 01/10/2025 to 4.00pm on 01/10/2026

It is agreed that the following 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 of any 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.

Event Cancellation Endorsement

Endorsement Number:	PI0072
Applicable date of Endorsement:	01/10/2025
Policyholder:	Eligible Members of Flying Arts Alliance Inc.
Insurance Period:	4.00pm on 01/10/2025 to 4.00pm on 01/10/2026

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

We will not be liable under this **policy** to make any payment on account of any **claim** based upon, arising from or in consequence of the cancellation of an event.

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

Media Endorsement

Endorsement Number:	PI0076
Applicable date of Endorsement:	01/10/2025
Policyholder:	Eligible Members of Flying Arts Alliance Inc.
Insurance Period:	4.00pm on 01/10/2025 to 4.00pm on 01/10/2026

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

It is agreed that the Definition of **professional services** is deleted in its entirety and replaced with the following:

The Definition of **professional services** means the following activities that the **insured** is properly qualified and or licensed to provide, where licensing and/or registration is required by law and declared by **you**:

- (a) planning, researching, creation, design or compilation;
- (b) broadcasting;
- (c) publishing and distribution;
- (d) production of audio and visual content;
- (e) marketing and advertising;
- (f) exhibitions;
- (g) public relations; or
- (h) project and event management.

Professional services does not include:

- (a) film or motion picture production, editing, distribution;
- (b) newspaper editing, newspaper publishing or newspaper printing;
- (c) radio broadcasting, radio program production, radio announcing;
- (d) television program production, television program editing or television program distribution; or
- (e) the act of printing any physical document.

Conflict of Interest Exclusion

We will not be liable under this **policy** to make any payment on account of any **claim** based upon, arising from or in consequence of actual or alleged conduct where you have or had a direct or indirect interest, whether financial or otherwise (other than fees).

Over-redemption Exclusion

We will not be liable under this **policy** to make any payment on account of any **claim** based upon, arising from or in consequence of actual or alleged liability for any amount payable under any:

- (f) coupon, award, price discount, prize, promotion, game, sweepstakes, contest and other games of chance; or
- (g) points, credits, money (or any representation of money) in relation to any loyalty program.

Legal, Accounting, Medical and Investment Advice Exclusion

We will not be liable under this **policy** to make any payment on account of any **claim** based upon, arising from or in consequence of the actual or alleged provision by **you** or on **your** behalf, of:

- (a) any investment, insurance or financial advice or opinion, or any allegation of a failure by you to provide investment, insurance or financial advice or opinion;
- (b) any legal advice or opinion, or any allegation of a failure by you to provide legal advice or opinion;
- (c) any accounting advice or opinion, or any allegation of a failure by you to provide accounting advice or opinion;
- (d) any advice or representations regarding taxation or taxation benefits; or
- (e) medical advice, service or treatment

Sign off Exclusion

We will not be liable under this **policy** to make any payment on account of any **claim** based upon, arising from or in consequence of:

- a) **your** actual or alleged failure to obtain approval and/or signoff from **your** client prior to printing or publishing and content; or
- b) material which is published or posted on the **internet** where, prior to publishing or posting, the **insured** has no knowledge of either the content or source of the material, provided by or on behalf of the **insured**.

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

Event / Talent and Sports Agents Endorsement

Endorsement Number:	PI0079
Applicable date of Endorsement:	01/10/2025
Policyholder:	Eligible Members of Flying Arts Alliance Inc.
Insurance Period:	4.00pm on 01/10/2025 to 4.00pm on 01/10/2026

It is agreed that the following additional clauses is added to the **policy**:

We will not be liable under this **policy** to make any payment on account of any **claim** based upon, arising from or in consequence of:

- (a) the cancellation of an event;
- (b) failure to accurately project future revenue, earnings or profit;
- (c) failure to make an accurate pre-assessment of the cost of performing **professional services**, provided by or on behalf of the **insured**;
- (d) failure of any person or organisation represented by the **insured** to appear or perform at any event for which they booked or promoted as appearing;
- (e) any material which is published or posted on the Internet where, prior to publishing or posting, the **insured** has no knowledge of either the content or source of the material, provided by or on behalf of the **insured**;
- (f) failure to obtain sign-off from clients for whom the Insured represents prior to broadcasting, printing, publishing or posting any material, (written, audio or video) by any means of media or any platform, provided by or on behalf of the **insured**; or
- (g) gambling, gaming, lotteries or games of chance including on—line betting, on—line gambling or other online games of chance;

Legal, Accounting, Medical and Investment Advice Exclusion

We will not be liable under this **policy** to make any payment on account of any **claim** based upon, arising from or in consequence of the actual or alleged provision by **you** or on **your** behalf, of:

- (a) any investment, insurance or financial advice or opinion, or any allegation of a failure by you to provide investment, insurance or financial advice or opinion;
- (b) any legal advice or opinion, or any allegation of a failure by you to provide legal advice or opinion;
- (c) any accounting advice or opinion, or any allegation of a failure by you to provide accounting advice or opinion;
- (d) any advice or representations regarding taxation or taxation benefits; or
- (e) medical advice, service or treatment

Over-Redemption Exclusion

We will not be liable under this **policy** to make any payment on account of any **claim** based upon, arising from or in consequence of the **Over-Redemption** of:

- a) coupons, awards, price discounts, prizes, promotions, games, sweepstakes, contests and other games of chance provided by or on behalf of the **Insured**;
- b) points, credits, money (or any representation of money) in relation to any loyalty program provided by or on behalf of the **Insured**.

Over-Redemption means liability in excess of the total specified, contracted, guaranteed, advertised or expected amount, quantity and/or value.

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