

MUSIC & PHOTOGRAPHIC EQUIPMENT INSURANCE

PRODUCT DISCLOSURE STATEMENT AND CERTIFICATE WORDING



A.I.S. Insurance Brokers Pty Ltd
Music & Photographic Equipment Division
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Insert Schedule Page Here

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**A.I.S. Insurance Brokers Pty Ltd
(hereinafter called the Coverholder)**

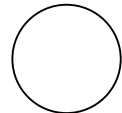
THIS CERTIFICATE OF INSURANCE confirms that in return for payment of the Premium shown in the Schedule, certain Underwriters at Lloyd's have agreed to insure you, in accordance with the wording attached to this Certificate.

You or your representative can obtain further details of the syndicate numbers and the proportions of this Insurance for which each of the Underwriters at Lloyd's is liable by requesting them from the Coverholder shown above. In the event of loss, each Underwriter (and their executors and administrators) is only liable for their own share of the loss. In accepting this Insurance, the Underwriters have relied on the information and statements that you have provided on the Proposal Form (or Declaration) the date of which is stated in the Schedule. You should read this Certificate carefully and if it is not correct contact the Coverholder. It is an important document and you should keep it in a safe place with all other papers relating to this insurance.

SCHEDULE - As attached hereto

IN WITNESS WHEREOF this Certificate has been signed at:

this _____ day of _____ 200__ by _____
Coverholder



DUTY OF DISCLOSURE

YOUR DUTY OF DISCLOSURE

INSURANCE CONTRACTS ACT 1984 S.13 AND REGULATION 3

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's every matter that you know, or could reasonably be expected to know, is relevant to the Insurers decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the Insurers before you renew, vary or reinstate a contract of general insurance.

Your duty, however, does not require disclosure of matters:

- that diminish the risk to be assumed by the Insurer
- that are of common knowledge
- that your Insurer knows or, in the ordinary course of their business, ought to know
- as to which compliance with your duty is waived by the Insurer.

Your duty of disclosure extends to not only answering the questions on the proposal form, but to all matters which are relevant to the risk, and you must notify the Insurer of changes in the risk between the time of you answering the question on the proposal form and the date the contract of insurance is entered into.

NON DISCLOSURE

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce their liability under the contract for 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.

PART A – PRODUCT DISCLOSURE STATEMENT (PDS)

The purpose of the PDS

The purpose of the PDS is to help you understand the insurance Certificate and provide you with sufficient information to enable you to compare and make an informed decision about insurance products.

This PDS covers Musical Instrument & Photographic Equipment Insurance.

The PDS also sets out the significant features, benefits and risks of this Certificate. You still need to read the Certificate wording for a full description of the terms, conditions and limitations. This Product Disclosure Statement was prepared in May 2009.

Who is the Insurer(s)?

Certain Underwriters at Lloyd's hereinafter called "We, Our, Us or Underwriters" are the Insurer(s) of this certificate. The Insurer(s) are clearly shown on the Schedule. Lloyd's Australia Ltd is the representative office of Lloyd's of London and is located at:

Suite 2, Level 21, Angel Place, 123 Pitt Street, Sydney NSW 2000. You can contact Lloyd's by:

- Calling in person at, or writing to, the office
- By telephone on (02) 9223 1433
- By facsimile on (02) 9223 1466

Who is A.I.S. Insurance Brokers Pty Ltd

AIS Insurance Brokers Pty Ltd (ABN 36 543 825 719 AFS Licence no: 255304) hereinafter called "AIS" is the Authorised Representative of the Insurer(s). This Insurance contract is written under a 'Binding Authority Agreement', which gives AIS authority to bind insurance contracts and / or settle claims on behalf of such Insurer(s). As a consequence AIS is acting as Agent of such Insurer(s) and not as Your Agent. AIS is NOT the Insurer for this contract and is NOT liable for any loss or claim.

If you have any concerns about the policy, you should contact AIS in the first instance. You may contact them by any of the following ways:

- By telephone on 03 8699 8888
- In writing at PO Box 7660, Melbourne VIC 3004

How you contact us

About a claim - please phone our claims department on 03 8699 8888

About your Certificate - please contact the person with whom you arranged the Certificate.

Significant benefits and features

Our Certificate offers Agreed Value sum insured under 2 sections;

Cover A: Fire & Perils Cover anywhere in Australia or New Zealand

Cover B: Theft (following forcible or violent entry), Accidental Loss or Damage and Transit cover for equipment specified anywhere in Australia or New Zealand

You may apply for an extension (for an additional premium) for cover outside Australia and New Zealand.

The Certificate provides the following additional benefits:

- Emergency Hire Costs (limited to 30% of the sum insured)
- Automatic Additions (limited to 10% of the sum insured)
- Hired / Loaned Equipment (limited to \$2,000)

A summary of the Key Benefits and Exclusions of the Certificate is to be found on pages 7 & 8. This summary is not exhaustive and limitations and conditions apply. You still need to read the Certificate wording for a full description of the terms, conditions and limitations.

When Benefits are provided

These benefits, for which you are insured under the Certificate, are payable when:

- your application for insurance has been accepted
- the premium has been paid
- an insured event occurs during the period of insurance causing loss or damage to your property and
- your claim is accepted by us.

Significant risks

The risks associated with your Music & Photographic Equipment Insurance include:

- Cover may not be adequate because the type or amount of cover you require does not match the cover provided by your Certificate. For example, you require cover for reduction in value due to repairs but this is excluded under this Certificate.
- We can refuse to pay part or all of a claim if you do not comply with Certificate terms and conditions. If, for example, in applying for this insurance or when making a claim you are not truthful, or do not give us accurate and complete information, or do not tell us something when you should have.

When we pay a claim, we consider a number of aspects in calculating the amount payable.

These can include:

- the amount of loss or damage
- the excess (If any)
- the sum insured
- the terms and conditions of the Certificate; and
- your taxable status for GST purposes.

The amount you pay for this insurance

The amount we charge you for this insurance Certificate is the total amount of the premium that we calculate to cover the risk plus any relevant government charges (such as stamp duty). This is the total amount payable shown on your Certificate of Insurance and is the amount you must pay. If you change your cover in any way, you may be required to pay an additional amount or may be entitled to a refund of premium.

How various factors effect your premium

The premium payable by you will be shown on your schedule. We take into consideration a number of factors in setting our premiums. These include, but are not limited to, factors relating to the level of cover provided, the make and model of the insured goods, the insurance history of applicants, and how the goods are used. Premiums are subject to Commonwealth and state taxes and/or charges. These include the Goods and Services Tax and Stamp Duty and where applicable Fire Services Levy.

How to apply for insurance

Complete and submit our application form. If we accept your application for insurance, you will receive a schedule that sets out details of the insurance.

Your duty of disclosure

You have a legal duty of disclosure to us whenever you apply for, change or renew an insurance cover. Details about disclosure information are shown in the Certificate wording under "Duty of Disclosure".

How to make a claim

If your equipment is lost or damaged during the period covered by this Certificate, there are certain actions that you should take to protect your rights and assist with any claim there may be under this Certificate. These are detailed in Section 6 of the Certificate.

The amount you pay towards a claim

An excess is the first amount that you are required to pay to any claim you make under this Certificate. Any applicable excess will be detailed in the Certificate schedule.

Conditions

You must comply with the following conditions to ensure coverage under the policy:

- Do all things necessary to avoid or diminish a loss;
- Maintain the insured property in such order and condition to minimise damage;
- Notify us of any insurance you effect, or have effected, that covers the insured property.

Taxation information

This insurance Certificate is subject to GST.

If you are registered for GST purposes, you may be able to claim an Input Tax Credit in respect of the GST we collect from you. For more information on GST please refer to Section 2 of the Certificate.

There may be other taxation implications affecting you depending on your circumstances.

If you are unsure about the taxation implications of your Certificate you should seek advice from your accountant or tax professional.

Cooling off

You have the right to cancel and return the insurance contract within 14 days of the date it was issued to you (the "cooling off period") unless you make a claim under the contract within the cooling off period.

If you cancel it in this time, we will return to you any premium you have paid us.

To cancel at other times, please see Section 7 of the Certificate.

Code of Practice

The General Insurance Code of Practice has been developed to raise the standards of service and practice in the insurance industry.

Lloyd's underwriters are a signatory to the Code and we support its aims to improve standards, by:

- Creating "plain English" certificates which everyone can understand
- Providing ongoing training to our employees and Authorised Representatives so that they can provide better service to you
- Providing you with better claims handling and dispute resolution

Details of the General Insurance Code of Practice can be accessed at www.codeofpractice.com.au

Resolving your Complaints

If you are not satisfied with our service we recommend that you use the complaints procedure set out below. The type of complaint could relate to the behaviour of or advice given by Certain Underwriters at Lloyd's or authorised representative, a decision on a claim, the privacy of your personal information or any other matter relating to your insurance that is of concern to you. These procedures are available free of charge to you.

Any dispute should be referred to the Complaints Officer at A.I.S. Insurance Brokers Pty Ltd, Doug Allen, who will review the information and give you a response within three working days.

If you are not satisfied with the response, please either telephone or write to:

Lloyd's Underwriting General Representative
Suite 2, Level 21, Angel Place, 123 Pitt Street, Sydney NSW, 2000
Telephone Number: (02) 9223 1433
Facsimile Number: (02) 9223 1466

You will receive a reply from the Disputes Resolution Committee within five working days or alternatively you will be asked for further information. If this is required you will receive a reply within five working days of our receiving the additional facts.

If your complaint cannot be resolved to your satisfaction by us you have the right to refer the matter to Financial Ombudsman Service (FOS). FOS can be contacted at Level 12, 717 Bourke St, Docklands VIC 3000 on 1300 780 808, fax 03 9613 6399, email info@fos.org.au or website www.fos.org.au. This will still be free of charge to you.

If your complaint is not resolved by the above procedures you retain the right to take the matter to mediation, arbitration or through the legal system where you may have to pay your own legal costs.

Privacy Statement

Lloyd's Underwriters and AIS Insurance Brokers Pty Ltd have always protected the privacy of personal information of our valued clients. The standards to which we handle this personal information have now been set by the Privacy Act and the National Privacy Principles (NPP), which came into effect on 21st December 2001. All Staff, Broker Representatives, Agents and Contractors have agreed to hold all information in confidence and not use it for any purpose except to carry out the service they are providing. We do not sell or share names, addresses or any other information with third parties, except to the extent necessary to complete our obligations as Insurance Brokers or as stated in this document.

An individual who believes their privacy may have been prejudiced has a right to make a complaint about the matter. In the first instance, your complaint should be addressed to AIS. This may be done either verbally or in writing to Complaints Officer, AIS Insurance Brokers Pty Ltd, 137 Moray Street, South Melbourne, Victoria, 3205. If you are dissatisfied with the response, you may refer the matter to Lloyd's Australia Ltd, who has the appropriate authority to investigate and address matters of this nature. Details about your privacy are shown in the policy wording under "Privacy".

How & why do we require your Personal Information?

We collect information either directly from the relevant individuals or in some cases, from third parties. They may provide information for someone else requiring the benefit of the services that we offer, such as a nominated driver, director or officer or other staff member.

The information is collected to allow us to provide our insurance broking services including to arrange and place insurance cover, assess and underwrite risks, properly administer your claims and source & facilitate finance.

Disclosure of your Personal Information to third parties

As we have a duty to maintain the confidentiality of our clients affairs, we only disclose information to third parties who we believe are necessary to assist us in providing, managing and administering the services we provide and products we are involved with. These third parties are also required to abide by the National Privacy Principles and use the personal information only for the services that they supply.

What we expect of you

AIS aim to ensure that your personal information is up to date and accurate. Please contact us if you need :

- Access to, or revise your personal information
- Feel that the information we currently have on record is incorrect or incomplete.

Transfer of information overseas

We may transfer your personal information overseas where it is necessary to provide our service. Some insurers or reinsurer's are based overseas and we need to provide your personal information to them to arrange your cover.

Opting out

We regularly distribute to our clients information about our products & services, such as newsletters, which we believe may be of interest to you. If you do not wish to receive this additional information, please contact our office.

How to contact us

If you wish to gain access to your personal information, have a complaint about a breach of your privacy or you have any query on how your personal information is collected or used, or any other matter relating to our Privacy Certificate, you can speak to any of our staff, who will do their best to try to resolve your issue as simply as possible.

Your Rights and Our Obligations

Details of your rights and our obligations under the Privacy Act and the National Privacy Principles, are contained in the General Insurance Code of Practice which can be accessed at www.codeofpractice.com.au

Key Benefits and Exclusions

Primary Benefits

Policy Section	Insured Event	Exclusions	Benefit Payable
1	<ul style="list-style-type: none"> • All risks of loss or damage to the insured property anywhere in Australia (and world-wide if this option is selected) except as specifically excluded; 	<p>Loss, damage or expense caused by:</p> <ul style="list-style-type: none"> • Theft without forcible and violent entry: <ul style="list-style-type: none"> ○ At the place the equipment is usually stored; ○ At any other place the equipment is temporarily stored; or ○ From an unattended motor vehicle (except during loading and unloading); • Data processing or media failure or breakdown or malfunction of the processing system; • Moths, termites or other insects, vermin, rust, oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, damp, variations in temperature or exposure to light, darkness, evaporation, disease, inherent vice or defect, adjusting, testing, or servicing operations, loss of weight, change in flavour, texture or finish, smut or smoke from industrial operations; • Mechanical, hydraulic, electrical or electronic breakdown, failure or malfunction unless caused by physical accident; • Wear, tear, fading, scratching, marring, gradual deterioration or developing flaws, normal upkeep or repairs; • Error or omission in design or plan, or failure of design or during testing; • Faulty materials or workmanship; • Fermentation, heating or the direct application of heat; • Recovery or repossession of the insured property for any reason; • Unexplained inventory shortage or disappearance; • Misappropriation or theft by hirers, employees or persons to whom the goods have been entrusted; • Bodily injury or third party property damage; • Consequential loss of any kind. • Unsuitability of packaging; • The nature of the insured items; • Delay; • A nuclear or atomic weapon; • Unseaworthiness of the vessel or unfitness of the vessel for the safe carriage of the insured property where the insured (or the insured's servants) is aware of the matter at the time of loading; • War, civil war, revolution, insurrection, hostile acts etc. • Capture, seizure, arrest, restraint or detainment (not including piracy); • Labour disturbances, riots or civil commotions or by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions; or • Terrorists or politically-motivated acts. • Wilful misconduct of the insured; • Ordinary leakage, loss in weight or volume, or wear and tear; 	Up to the sum insured
2	Loss or damage caused by fire, explosion or spontaneous combustion		Up to the sum insured

Additional Benefits and Exclusions

Additional Benefit	Insured Event	Exclusions	Benefit Payable
1	Emergency Hire of Equipment - we will pay the cost of hiring similar equipment after a loss	<ul style="list-style-type: none"> • Hire charges after the date of recovery of the insured equipment if it can be used 	The reasonable cost of hiring replacement equipment up to a maximum of 30% of the sum insured
2	Automatic Additions – we will insure all similar equipment purchased during the period of insurance.	<ul style="list-style-type: none"> • New equipment with a value exceeding 10% of the sum insured • Equipment for which a receipt cannot be produced. 	Limited to the price paid by the insured for the equipment
3	Hired/Loaned Equipment – we will insure hired/loaned equipment in your possession that is of a similar nature to the insured equipment	<ul style="list-style-type: none"> • Equipment for which you are not responsible for obtaining insurance; • Hired/loaned equipment with a total value exceeding \$2000 	\$2000

PART B – CERTIFICATE TERMS & CONDITIONS

Wording

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Section 1 Meanings of special words in this Certificate

In this Certificate, certain words have special meanings. They have the same meanings wherever they appear. These words are:

“you” or “your” - means the insured(s) or client(s) named in the client coverage summary.

“Insurer” or “Underwriter” or “Lloyd’s Underwriters” or “we” or “our” or “us” - means Certain Lloyd’s Underwriters C/o AIS Insurance Brokers Pty Ltd ABN 36 543 825 719

“Certificate of Insurance” - means the document issued by AIS and which principally identifies the client name(s), class of insurance, period of insurance, coverage summary, insured(s), business description, situation, property insured, limits of liability, the Certificate excess, endorsements, Insurer, and Certificate number.

“equipment” - means the property insured specified in the client coverage summary.

“loss or damage” - means accidental physical loss or damage to your equipment.

“period of insurance” - means the period of time that we insure you for under this Certificate and which is specified in the client coverage summary. The period of insurance starts on the “From” date shown in the client coverage summary and ends at 4pm on the “To” date shown in the client coverage summary.

“Certificate excess” - means the amount specified in the client coverage summary as the amount you will pay towards a claim.

“premium” - means the amount you must pay us for the insurance you select including government charges. The Tax Invoice shows you the details.

“sum insured” - means the amount specified against each item of equipment in the client coverage summary.

An Explanation of this Certificate

This Certificate is an insurance contract between you and the Insurer.

This Equipment Insurance Certificate consists of:

- your application,
- this Certificate wording,
- your client coverage summary, and
- any endorsement/s.

In summary, this Certificate:

- provides you with the insurance you select (this is shown in your client coverage summary), and
- requires you to pay your premium including any relevant government charges.

You must pay your premium by the dates advised to you by our agent, your broker or us;

- when you first take out this Certificate, and
- each year when you accept any offer we may make to renew this Certificate. This is because a renewal is a new contract of insurance with the Insurer.

It is also important that you:

- read your Certificate and client coverage summary carefully, and
- check that the details on your client coverage summary are correct and up to date, and
- keep this booklet and your client coverage summary together in a safe place.

Section 2 - Loss of or damage to your Equipment

What loss or damage to your equipment is covered?

You can claim for loss or damage to your equipment only if:

- the event occurs during the period of insurance, and
- the loss or damage is caused by one or more of the events we describe in the “We will pay you for” provisions below, and that loss or damage is not excluded by the “General Exclusions” specified in Section 3.

We will pay you for:

Cover A : We will indemnify you, up to the sum insured specified for each item specified on the Schedule, in respect of physical loss or damage directly caused by the following events ;

Insured Events

But excluding

Fire

loss or damage caused by spontaneous combustion, fermentation, heating or any process involving the application of heat

Lightning

loss or damage caused by spontaneous combustion, fermentation, heating or any process involving the application of heat

Wind & Water

but not loss or damage
a. by sea, tidal wave or high water
b. by erosion, subsidence, landslide, mudslide, expansion or contraction of the earth or any other earth movement or underground water other than earthquake
c. by steam or condensation
d. by water seeping from outside the situation
e. to property which is permanently stored in the open air

Impact by:

- a. vehicles designed for use on land
- b. animals, excluding animals kept at the situation
- a. a falling tree or part of a tree

Explosion

Earthquake, subterranean fire or Volcanic eruption

Impact by aircraft or articles dropped from them

The acts of:

- a. persons taking part in riots or civil commotion or strike or lock-outs or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organization
- b. any lawfully constituted authority in connection with the acts referred to in a. above.

Vandalism

loss or damage by any member of your family or any persons to whom you may have loaned the insured property.

Fire extinguishment costs to a maximum of \$5000 covering :

- a. wages of your employees
- b. the cost of replenishment of fire fighting appliances the cost you are liable for under any Fire Brigade Act or similar legislation, provided always that our liability in respect of these costs shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the location of the property insured by this section or immediately threatening to involve such property

The cost of removal, storage and disposal of debris as a direct result of an insured event up to a maximum amount of \$5000

Exclusions to Cover A

There is no cover under section A for:

1. loss, destruction or damage to any property which is not specified in the Certificate Schedule as property insured
2. any consequential loss whatsoever other than what is provided elsewhere in the Certificate
3. more than the sum(s) insured specified in the Certificate Schedule
4. loss or damage caused by your wilful act or with your knowledge or consent
5. loss or damage arising from detention, confiscation, destruction or requisition of any property insured , by any lawfully constituted authority other than as provided for by the Certificate
6. loss or damage arising from unexplained inventory shortages
7. loss or distortion of data information or records contained on data media in or on any machine when it is property insured and/or the cost of reinstating, replacing, reproducing or restoring such data information or records
8. property insured which is permanently stored in the open air.

Cover B: Theft, Accidental Damage & Transit Cover for your equipment insured:

We will indemnify you against loss or damage to the equipment specified in your Schedule caused by Theft and Accidental Damage, including whilst in transit, anywhere in Australia & New Zealand

Exclusions to Cover B:

There is no cover under Cover B for:

1. loss or damage caused by
 - a. fire, lightning, wind & water, impact by vehicles, animals or by falling trees, earthquake, subterranean fire or volcanic eruption, impact by aircraft or objects dropped there from, the acts of persons taking part in riots or civil commotion or strike or lock-outs or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organization, or vandalism.
 - b. mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any machine or electrical or electronic device
 - c. moths, termites or other insects, vermin, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, change in texture or finish, smut or smoke from industrial operations
 - d. wear and tear, fading, gradual deterioration, or developing flaws, normal upkeep or making good
 - e. error and omission in design, plan or specification, or failure of design
 - f. faulty material or faulty workmanship
 - g. fault or defects known to you or your family whose knowledge in law could be deemed to be yours and which was not disclosed to the insurers at the time the insurance was arranged
 - h. computer virus
 - i. data corruption caused by unauthorised amendment or erasure of data by electronic or non electronic means
 - j. loss destruction or damage to any property which is not specified in the Certificate Schedule as property insured

2. theft without forcible or violent entry :-
 - a. at the situation where the equipment stored as specified on the policy schedule
 - b. at any other premises where the equipment is temporarily stored notwithstanding Condition 6.4
 - c. from an unattended motor vehicle (except during loading or unloading)
3. any consequential loss whatsoever other than what is provided elsewhere in this Certificate
4. you for more than the sum(s) insured specified in the Certificate Schedule
5. loss or damage caused by your wilful act or with your knowledge or consent
6. loss or damage relating to fraudulent or dishonest acts, fraudulent misappropriation, embezzlement, forgery, counterfeiting or induced by deception
7. loss or damage arising from the detention, confiscation, destruction or requisition of any property insured by any lawfully constituted authority other than as provided for by this Certificate
8. loss or damage arising from unexplained inventory shortages
9. loss or damage from any process of repairing, restoring, dismantling, testing, experimenting or overloading
10. loss or damage from actual or attempted kidnapping, bomb threat, threat of contamination, hoax or extortion
11. loss or distortion of data information or records contained on data median or on any machine when it is property insured and/or the cost of reinstating, replacing, reproducing or restoring such data information or records
12. property insured which is permanently stored in the open air

What loss or damage to your equipment is NOT covered?

The exclusions that apply to this Certificate are detailed under Section 3 - "General Exclusions" and the conditions are detailed under Section 4 - "General Conditions".

How much will we pay you for loss or damage to your equipment?

Provided that our liability shall in no case exceed the sum insured in respect of each item of the Property Insured described in the Certificate Schedule or any amendment confirmed by us, or in respect of the whole of the total sum insured, plus any Additional Benefits covered by this policy.

We will, at our option:

- a) replace the property with new property being the nearest equivalent available
- b) repair the property to a condition equal to but not better or more extensive than its condition immediately prior to the loss
- c) pay you the cost of such replacement or repair, whichever is the less.

GST settlement provisions

Notwithstanding the payment provisions contained in this Certificate, we will pay you or the third party:

- where you or the third party cannot claim an input tax credit in respect of the cost of repairs
- where you or the third party can claim an input tax credit in respect of the cost of repairs or replacement to make good the loss, the amount(s) payable as detailed in this Certificate, less any input tax credits available to you or the third party in respect of the loss.

Section 3 Additional Benefits

Emergency Hire of Equipment

In addition to the sum insured, we will pay the reasonable cost of hiring similar equipment after a loss provided:

- we will not pay the hire charges incurred after the date of recovery of your equipment providing it can be used
- cover will not commence until the claim is accepted
- cover will cease once the claim is made
- the maximum amount payable under the benefit is 30% of the sum insured of the item

Automatic Additions

In addition to the sum insured, we will insure all similar equipment purchased by you during the period of insurance, provided:

- the total sum insured of the new equipment does not exceed 10% of the original total sum insured
- cover under this benefit is limited to the price paid by the insured for this equipment
- a receipt for the original purchase is provided to us in the event of a claim under this benefit

Hired / Loaned Equipment

In addition to the sum insured, we will insure hired / loaned equipment of a similar nature to the insured equipment in your possession provided:

- the insured is responsible for insuring them
- the items are not insured under any other Certificate of insurance
- the total value of the hired or loaned equipment in the insured's possession at the time of a loss does not exceed \$2,000.

Negative Film Risk

In addition to the sum insured, we will provide cover for Negative / Film damage to a maximum limit of \$5,000 (subject to an excess of \$500).

If during the period of insurance there shall happen a loss or damage (covered under Cover A or B of this certificate) to negatives, transparencies, or equipment including digital imaging (as defined) resulting in your inability to supply photographs as required by contract, the Insurer will pay you the cost of a retake of the photos where practical, or if not practical, the amount of the refund of all monies paid by you to the customer providing the loss or damage is not sustained more than 180 days after the completion of the event photographed.

"Digital Imaging" includes, but is not limited to: Photographs in compressed or uncompressed formats (i.e. gif, bmp, jpeg files and the like), to be used only for commercial activity in which the Insured has received monetary gain, and are stored on memory cards, portable or fixed hard-drives, compact discs (CD's) , digital versatile discs (DVD's) and/or any transferable media.

For cover to apply, Digital Images will need to be backed-up within 48 hours of completion of shoot.

Digital Imaging defined under the Negative Film Risk section above notwithstanding any provision to the contrary within this Certificate or any endorsement thereto, is understood and agreed as follows:

- (a) This Certificate does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- (b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Certificate, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Certificate period to property insured by this Certificate directly caused by such listed peril.

Listed Perils:

Fire
Explosion

Worldwide Cover

If shown as insured in the schedule, and subject to payment of an additional premium, this Certificate extends to provide cover Worldwide on the items specified, and for the period specified.

The following countries will still be excluded should this additional benefit apply:

- all countries (Except Indonesia) on the "No Travel" and "No Non-essential Travel" lists as detailed by the Australian Government Department of Foreign Affairs and Travel website: <http://www.smartraveller.gov.au/>

Section 4 General Exclusions

The Extended Radioactive Contamination Exclusion Clause and the Terrorism Exclusion Clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. In the event of conflict between these two clauses, the Extended Radioactive Contamination Clause shall prevail.

Extended Radioactive Contamination

In no case shall this contract cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

Terrorism Exclusion Clause

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this clause an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This clause also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

Furthermore, we do not cover you for any loss or damage that is caused by:

- a) ordinary wear and tear, scratching or marring;
- b) natural occurrences to the equipment;
- c) mould, moths, insects, rats or other vermin;
- d) faulty materials or faulty workmanship;
- e) your wilful act or connivance;
- f) earthquake, subterranean fire or volcanic eruption;
- g) spontaneous combustion, or any fermentation or heating or any process involving the direct application of heat;
or
- h) directly or indirectly, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

We also do not cover you for:

- i) misappropriation or theft by hirers, theft committed by any member of your family or by any person who would benefit by this insurance, or theft by employees or persons to whom the goods have been entrusted;
- j) theft, whilst the equipment is in or on any unattended road vehicle unless;
 - (1) the vehicle is fully enclosed and all doors, windows and other openings, windscreen and boot, if used, are left closed and securely locked, and
 - (2) the equipment is concealed from sight, and
 - (3) the vehicle has been broken into by violent and forcible means, and
 - (4) if left overnight, the vehicle is parked on private property (Motel, Hotel or Club car parks are deemed to be private property whilst on tour; or
 - (5) the equipment is unattended whilst being loaded and unloaded onto or from the conveying vehicle;
- k) unexplained inventory shortage or disappearance resulting from clerical or accounting errors;
- l) legal seizure of your equipment;
- m) delay, even if caused by an insured event;

- n) loss or damage which occurs when the building containing the equipment has been unoccupied for more than sixty days;
- o) reduction in value because of repairs;
- p) loss of tone of any equipment unless directly resulting from visible external physical damage; depreciation, loss of market or consequential of any description;
- q) loss of or the cost of reproducing or re-writing electronic or other data, records, photographs, film and the like, unless the "negative film risk" additional benefit is operative;
- r) electrical, mechanical, electronic or hydraulic failure or malfunction of the equipment unless it is caused by visible external physical damage;
- s) error or omission in design, plan or specification or failure of design or during testing.
- t) electronic data loss

We may also refuse to pay if:

- a) you do not do what your duty of disclosure requires you to do (refer to the Product Disclosure Statement), or
- b) in applying for this insurance or when making a claim, you:
 - are not truthful, or
 - have not given us accurate and complete information, or
 - have not told us something when you should have.
- c) you or anyone acting on your behalf uses fraud, or any fraudulent means or devices to obtain any benefit under this Certificate,
- d) you do not at all times take reasonable measures to protect your equipment by minimising the risks of theft, or loss or damage caused by any of the events insured against.

Section 5 General Conditions

1. Insurer's rights

We shall at all reasonable times have the right to inspect and examine any equipment.

2. Law and Practice

This Certificate is subject to Australian law, including the Insurance Contracts Act 1984. It is also subject to Australian jurisdiction.

3. Your obligation to protect your equipment

You shall at all times take reasonable measures to protect your equipment by minimising the risks of theft or loss or damage caused by any of the events insured against.

4. Other insurance

You must tell us about any other insurance covering the equipment.

5. Subrogation

When we settle a claim, we may endeavour to pursue recovery rights against the carrier or any other third party who caused the loss or damage to the goods. You authorise us to act in your name in such recovery action, and undertake to give us reasonable assistance in such actions.

If we make any recovery as a result of such action you may only recover from us any amount by which the amount recovered by us exceeded the amount paid to you by us in relation to the loss.

6. Alteration of Risk.

This Certificate covers the risk as You have represented it to Us. If there is a material change you should ask Us to provide cover by Endorsement.

Insurers shall not be liable for destruction or damage to any Property Insured caused or contributed to by an alteration after the commencement of this Contract :

- (1) in the trade or manufacture carried on, or whereby the nature of the occupation or other circumstances affecting the Building containing the Property Insured be changed in such a way as to increase the risk of destruction or damage; or
- (2) whereby the Building containing the Property Insured becomes unoccupied, and so remains for a period of more than 60 days; or
- (3) whereby the Insured's interest ceased except by will or operation of law; or
- (4) whereby the situation where the equipment is usually stored as specified on the Certificate schedule alters during any period of insurance and the security is less than the security detailed in your most recent proposal form completed for this Certificate of insurance unless the Insured shall give written notice to Insurers of such alteration prior to the alteration becoming effective and its being allowed by Endorsement and/or Certificate.

7. Electronic Data Processing Media Valuation

Should electronic data processing media insured by this Certificate suffer physical loss or damage insured by this Certificate, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Certificate does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

8. Australia Terrorism Insurance Act 2003 Notice

The Insurers have treated this Insurance (or part of it) as an Insurance to which the Australia Terrorism Insurance Act 2003 (ATIA) applies.

ATIA and the supporting regulations made under the Act deem cover into certain policies and provide that the Terrorism exclusion to which this Insurance is subject shall not apply to any "eligible terrorism loss" as defined in ATIA.

Any coverage established by ATIA is only in respect of any "eligible terrorism loss" resulting from a "terrorist act" which is a "declared terrorist incident" as defined in ATIA. The Terrorism exclusion to which this Insurance is subject applies in full force and effect to any other loss and any act or event that is not a "declared terrorist incident".

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged.

If any or all of the Insurers have reinsured this Insurance with the Australian Reinsurance Pool Corporation, then any such Insurers will not be liable for any amounts for which they are not responsible under the terms of ATIA due to the application of a "reduction percentage" as defined in ATIA which results in a cap on the Insurer's liability for payment for "eligible terrorism losses".

Section 6 How to make a claim

If you suffer any loss or damage likely to give rise to a claim you must:

- a) take immediate steps to minimise the loss or damage and take all reasonable steps and protective measures to prevent further loss;
- b) promptly notify us of the occurrence;
- c) inform the Police if equipment is lost or if theft or malicious damage or any other crime is suspected;
- d) lodge a written claim on the carrier within 3 days if the equipment was in transit and not in your care. If you are unable to fully quantify the extent of damage, still lodge a written claim, advising that further details will be forwarded once the claim is quantified;
- e) not carry out repairs (except as allowed in (a) above) until we have had the opportunity to examine the damage and have authorised such repairs;
- f) within thirty (30) days submit in writing full particulars of any claim and supply all such information and documentation as we may reasonably require;
- g) preserve any damaged equipment and make it available for inspection by our representative or agent (including a loss assessor).

Unless the above procedures have been complied with, our liability in respect of any claim will be reduced by the amount that fairly represents the extent to which our interests have been prejudiced by your acts or omissions.

Section 7 How to cancel this Certificate

This Contract may be cancelled at any time at the request in writing of The Insured, in which case Insurers will retain the customary short- period rate for the time this Contract has been in force as per the following short scale rate which represents a percentage of the annual rate.

1 Month: 20%	2 Months: 30%	3 Months: 40%	4 Months: 50%	5 Months: 60%
6 Months: 70%	7 Months: 75%	8 Months: 80%	9 Months: 85%	Over 9 Months: 100%

This insurance may also be cancelled by or on behalf of Insurers by thirty (30) days notice given in writing, and sent by registered or recorded delivery mail, to The Insured at his last known address, and the premium shall be adjusted on the basis of the Insurers receiving pro rata premium for the period of insurance.

CERTIFICATE PROVISION (applicable to all sections of the Certificate)

1. SIGNATURE REQUIRED

This Certificate shall not be valid unless signed by A.I.S. Insurance Brokers Pty Ltd on behalf of Underwriters nominated in the schedule.

2. CORRESPONDENT NOT INSURER

A.I.S. Insurance Brokers Pty Ltd is not an Underwriter hereunder and shall not be liable for any loss or claim whatsoever.

3. COMPLAINTS PROCEDURE

If you are not satisfied with our service we recommend that you use the complaints procedure set out below. The type of complaint could relate to the behaviour of or advice given by Certain Underwriters at Lloyd's or authorised representative, a decision on a claim, the privacy of your personal information or any other matter relating to your insurance that is of concern to you. These procedures are available free of charge to you.

Any dispute should be referred to the Complaints Officer at A.I.S. Insurance Brokers Pty Ltd, Doug Allen, who will review the information and give you a response within three working days.

If you are not satisfied with the response, please either telephone or write to:

Lloyd's Underwriting General Representative
Suite 2, Level 21, Angel Place, 123 Pitt Street, Sydney NSW, 2000
Telephone Number: (02) 9223 1433
Facsimile Number: (02) 9223 1466

You will receive a reply from the Disputes Resolution Committee within five working days or alternatively you will be asked for further information. If this is required you will receive a reply within five working days of our receiving the additional facts.

If your complaint cannot be resolved to your satisfaction by us you have the right to refer the matter to Financial Ombudsman Service (FOS). FOS can be contacted at Level 12, 717 Bourke St, Docklands VIC 3000 on 1300 780 808, fax 03 9613 6399, email info@fos.org.au or website www.fos.org.au. This will still be free of charge to you.

If your complaint is not resolved by the above procedures you retain the right to take the matter to mediation, arbitration or through the legal system where you may have to pay your own legal costs.

4. SERVICES OF SUIT

Underwriters agree that:

- In the event of a dispute arising under the insurance, Underwriters at the request of the Insured will submit to the jurisdiction of any competent court in the Commonwealth of Australia or New Zealand. Such dispute shall be determined in accordance with the law and practice applicable in such court.
- Any summons notice or process to be served upon Underwriters may be served upon :-

Anderson Rice, Level 10, 555 Lonsdale Street, Melbourne, Victoria 3000, Australia

who have the authority to accept services and enter an appearance on the Underwriter's behalf.
- If a suit is instituted against Underwriters, Underwriters hereon will abide by the final decision of such court or any competent appellate court

November 2010