Network Insurance House
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Professional Indemnity Insurance – Teaching
Coverage Summary
12 Oct 26 to 12 Oct 27

This is a **claims made policy**. Except as otherwise provided, this **policy** covers only claims first made against you during the period of cover.

POLICYHOLDER: Duck For Cover Entertainers Group Inc Financial Members (Master Policy)

INSURANCE PERIOD: From 4:00pm on 12/10/2026 To 4:00pm on 12/10/2027
Australian local time in the State or Territory where this **policy** was purchased

PROFESSIONAL BUSINESS: Teaching provided by Duck for Cover members in respect of their specific activity.

INDEMNITY LIMIT:
1) $10,000,000 any one **claim** and $20,000,000 in the aggregate during the **insurance period**
2) Not Included
3) Not Included

DEDUCTIBLE: $500 inclusive of **defence costs** by the **insured** for each **claim**

INSURER: DUAL Australia Pty Ltd
as an agent underwriting for and on behalf of Allianz Australia Limited

POLICY NUMBER: AU00005091-000

AUTOMATIC EXTENSIONS:

EXTENSION		SUB-LIMIT	DEDUCTIBLE
3.1	Attendance at Investigations	Indemnity Limit	$1,000
3.2	Compensatory Penalties	$500,000	$500
3.3	Consultants, Subcontractors and Agents	Indemnity Limit	$500
3.4	Consumer Protection Legislation	Indemnity Limit	$500
3.5	Continuous Cover	Indemnity Limit	$500
3.6	Contract Review Service	4 per Insurance Period	Nil

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3.7	Court Attendance Costs	$1,000 per day up to Indemnity Limit	Nil
3.8	Crime	$50,000	$2,000
3.9	Defamation	Indemnity Limit	$500
3.10	Discovery Period	Indemnity Limit	$500
3.11	Emergency Costs	Indemnity Limit	$1,000
3.12	Former Subsidiary	Indemnity Limit	$500
3.13	Fraud and Dishonesty for Innocent Parties	Indemnity Limit	$500
3.14	Heirs, Estates and Legal Representatives	Indemnity Limit	$1,000
3.15	Intellectual Property	Indemnity Limit	$500
3.16	Joint Venture Liability	Indemnity Limit	$500
3.17	Lost Data	Indemnity Limit	$1,000
3.18	Newly Created or Acquired Entity or Subsidiary	Indemnity Limit	$500
3.19	Panel Counsel	1 hour per enquiry	Nil
3.20	Previous Business	Indemnity Limit	$500
3.21	Public Relations	Indemnity Limit	$1,000
3.22	Reinstatement of Indemnity Limit	Indemnity Limit	$500
3.23	Reputational Protection Expenses	Indemnity Limit	$500
3.24	Statutory Liability (Fines and Penalties)	$100,000	$1,000

OPTIONAL EXTENSIONS:

	EXTENSION	**SUB-LIMIT**	**DEDUCTIBLE**
4.1	Employment Practices Liability	Not Included	Not Included
4.2	USA and Canada Cover	Not Included	Not Included
4.3	Whistleblower Hotline Access	Not Included	Not Included

JURISDICTION: Worldwide excluding USA & Canada

RETROACTIVE DATE: 01/07/2014 excluding any known claims or circumstances

WORDING: DUAL Australia Consultants Professional Indemnity Wording 11.20 v3

ENDORSEMENTS:

PI00002 Client Specific Endorsement

Agreed Teaching Activities provided by members:

category 1

- Visual Artist/Craft Artist (Includes drawing, painting, sculpture, craft).
- Digital Artist (includes illustration, digital prints, animation, graphic novels, of the member's original creative work).
- Balloon sculpting
- Bingo Callers

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- Bubble blowing
- Caricature
- Cartoons
- Characters/ Costume Characters (Includes costumes and/or makeup. Usually roving. e.g. Santa, Easter Bunny and others)
- Comedians
- Compère
- Hula hoop
- Magicians
- Marching / Baton twirling
- Marriage Celebrant (performance risk only)
- Mime
- Models (includes promotion girls/boys (eg. cigarette girls/boys at Grand Prix etc.) (Must be over 18 years old.)
- MCs
- Murder Mystery Host
- Poetry
- Public Speakers
- Puppetry (Includes marionettes, glove puppets, life-size (or larger) figures. Sometimes involves puppet stage and props)
- Race Callers
- Spruikers
- Statues
- Story-tellers / Writers
- Tarot Reader / Astrologer / Clairvoyant (performance risk only)
- Television / Radio Presenters
- Trivia hosts

category 2

- Actors/Theatre performers/Theatre In Education Performers (Includes film & television acting.)
- Burlesque artist
- Children's Party Host/Entertainer
- Clown / Therapeutic (hospital) Clown
- Dancers
- Decorative Hair / Braiding
- DJ (excluding venue hire) - (includes a DJ who also plays videos to accompany the music)
- Escape (Straitjacket, cling wrap, chains etc.)
- Face and Body Painters / Makeup Artists - Includes henna painting, airbrush temporary tattooing.
- Juggling / Staff / Diabolo / Poi
- Karaoke operator
- Pavement Art
- Physical Theatre
- Musicians/Singers

* Plate spinning

category 3

- Acrobats
- Aerial Performers
- Angle Grinding Acts
- Acts including animals or birds
- Bed of Nails

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- Boomerang Throwing
- Freelance Photographer / Photographic Assistants (Sole Traders only). (Includes events, portraits, commercial, performing arts).
- Fire acts and any act that uses a naked flame
- Own body piercing –
- Stilt-walking
- Sword swallowing
- Trick Rope / Lasso
- Unicycling/Trick Cycling
- Whip-cracking

category 4

Covering a Duck for Cover Individual Members freelance engagement in the following Live Production roles in Theatre or Music (excludes Film making):

- Audio/Sound Engineer (Including professionally managing sound recording, editing, mixing, and reinforcement for live events).
- Choreographer
- Choir Master
- Conductor
- Costume Designer
- Director
- Producer
- Set Designer
- Stage Manager
- TableTop Role Play Game Master

Except as otherwise provided in this endorsement, the Insuring Clause and all other policy terms and conditions shall have full force and effect.

PI00003 Wording Amendment Endorsement

It is agreed that Exclusions 5.5 (Bodily Injury) and 5.21 (Property Damage) of this **policy** are deleted in their entirety and replaced with the following:

We shall have no liability under this **policy**, including in respect of any **claim** or cost or expense or indemnity or payment or loss, arising out of, based upon, attributable to or in consequence of:

Bodily Injury and Property Damage

(a) bodily injury, sickness, disease, mental injury, mental anguish, nervous shock, emotional distress or death of any person; or

(b) physical loss of, damage to, or destruction of any tangible property including any loss of use of tangible property.

Except as otherwise provided in this endorsement, the Insuring Clause and all other **policy** terms and conditions shall have full force and effect.

PI00003:1 Wording Amendment Endorsement

It is agreed that Clause 6.20 (Insured) of this **policy** is deleted in its entirety and is replaced with the following:

6.20 **Insured** means any person who is a **financial member** of Duck For Cover Entertainers' Group Inc

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Financial member means any Duck For Cover Entertainers' Group Inc member who elects to take up the Optional Professional Indemnity cover with DUAL and who pays their premium within DUAL's agreed payment terms.

Except as otherwise provided in this endorsement, the Insuring Clause and all other **policy** terms and conditions shall have full force and effect.

PI00003:2 Wording Amendment Endorsement
It is agreed that Clause 8.9 (Jurisdictional Limitation) of this **policy** is deleted in its entirety and is replaced with the following Exclusion:

We shall have no liability under this **policy**, including in respect of any **claim** or cost or expense or indemnity or payment or loss, arising out of, based upon, attributable to or in consequence of:
(a) any claim made in or determined pursuant to the law of any country other than Australia or New Zealand; or
(b) the enforcement of judgments, orders or awards obtained within or determined pursuant to the law of any country other than Australia or New Zealand

Except as otherwise provided in this endorsement, the Insuring Clause and all other **policy** terms and conditions shall have full force and effect.

PI00003:3 Wording Amendment Endorsement
It is agreed that Clause 8.5 (Cancellation) of this **policy** is deleted in its entirety and is replaced with the following:

The **insured** may cancel this policy at any time by giving written notice to the **insurer**. As this is a master policy with multiple independent Named Insureds no one entity can cancel the policy in its entirety, they can only cancel and remove their own individual proportion from the **policy**.

We may only cancel the policy for non-payment of premium and must do so in accordance with the provisions of the Insurance Contracts Act 1984 (Cth).

Provided that there have been no claims or notifications made on or under the policy, we agree to allow a refund of premium calculated on a pro-rata basis, provided that we will always retain a minimum of 25% of the full annual premium.

Except as otherwise provided in this endorsement, the Insuring Clause and all other **policy** terms and conditions shall have full force and effect.

PI00254 Steadfast Consultants Product Enhancement Endorsement
It is agreed that this **policy** is amended to include the following:

Insuring Clause Clarifications
For the avoidance of doubt, the indemnity provided by Insuring Clauses 2.1 and 2.2 includes, but is not limited to any **civil liability** incurred or alleged to have been incurred by the **insured** in the conduct of the professional activities and duties of the **professional business**:

a) For breach of a contract for the provision of professional services; and

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b)For breach of fiduciary duty; and

c) For breach of warranty of authority committed, by or on behalf of the **insured**, in good faith and in the belief that appropriate authority was held.

Claims Preparation Costs Extension

We will pay up to $25,000 in the aggregate during the **insurance period** for reasonable professional fees and such other reasonable expenses incurred by the **insured** for the preparation of any **claim** that is covered under this **policy**.

The cover provided under this Extension operates in addition to the **indemnity limit**, provided always that such cover shall not include **defence costs** or **legal representation costs**.

Product Liability Amendment

It is agreed that Exclusion 5.20 (Product Liability) is deleted and replaced with the following:

5.20 Product Liability
Any **claim** or **liability** arising from or in connection with the manufacture, preparation, modification, repair, supply, maintenance or treatment of any goods or products sold, supplied or distributed by the **insured**, except where such **claim** or liability arises solely and directly from any advice, design or specification prepared by the **insured** in the conduct of the **professional business**.

Alteration to Risk Condition

It is agreed that General Condition 8.3 (Alteration to Risk) is deleted in its entirety and is replaced with:

8.3 Alteration to Risk
The **insured** shall give to **us** written notice as soon as practicable of any material alteration to the risk during the **insurance period** including but not limited to:

a) An **insured** going into voluntary bankruptcy, receivership, liquidation or any other form of external administration or an **insured** failing to pay debts or breaching any other obligation giving rise to the appointment of a receiver or bankruptcy or winding-up proceedings;

b) Any material change in the nature of the professional services offered by an **insured**.

Where such notice is given and/or where there is any material alteration to the risk **we** shall be entitled to cancel this **policy** in accordance with the *Insurance Contracts Act 1984 (Cth)*. Provided always that in the event that the **insured** should become bankrupt or insolvent, **we** shall not be relieved thereby of the payment of any **claim** hereunder because of such bankruptcy or insolvency.

Insured's Right to Contest

It is agreed that the **policy** is amended to include the following General Condition:

In the event that **we** recommend a settlement in respect of any **claim** and the **insured** does not agree that such **claim** should be settled, then the **insured** may elect to contest such **claim**.

Provided always that **our** liability in connection with such **claim** shall not exceed the amount for which the **claim** could have been so settled, plus the **defence costs** incurred with **our** written consent, up to the date of such election, less the **deductible**.

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Senior Counsel Clause

It is agreed that the **policy** is amended to include the following General Condition:

We shall not require the **insured** to contest any **claim** unless a Senior Counsel (to be mutually agreed upon by the **insured** and **us**) shall advise that such **claim** should be contested.

In formulating such advice, Senior Counsel shall take into consideration the economics of the matter, the damages and costs which are likely to be recovered by the plaintiff, the likely **defence costs** and the prospects of the **insured** successfully defending the **claim**.

The cost of such Senior Counsel's opinion shall be paid by us in addition to the **indemnity limit**.

Except as otherwise provided in this endorsement, the Insuring Clause and all other **policy** terms and conditions shall have full force and effect.

PI01242 Difference in Conditions Endorsement (Allianz Renewals Only)

It is agreed that the **policy** is amended to include the following:

To the extent that the terms and conditions of the policy immediately preceding this one, are broader than the terms and conditions of this one, then **we** agree to apply the terms and conditions of the broader of the two policies, provided always that the limits of indemnity, sub-limits and deductibles of this **policy** will always apply.

This Endorsement shall not apply to the extent that another endorsement to this **policy** excludes or limits, whether directly or indirectly, any cover, loss, liability, damages, claim, defence costs or other costs or expenses. For the avoidance of doubt, this provision overrides all other terms and conditions of this Endorsement.

This Endorsement will only apply if the policy immediately preceding this one was issued by Allianz Australia Insurance Ltd.

Except as otherwise provided by this Endorsement, the **policy** terms and conditions shall have full force and effect.

PIA01254 Consultants Extended Continuous Cover Endorsement (Allianz)

It is hereby noted and agreed that Automatic Extension 3.5 (Continuous Cover) of this policy is deleted in its entirety and is replaced with the following:

For the purposes of this endorsement, the previous insurer means Allianz Australia Insurance Limited, as the professional indemnity liability insurer of the policyholder prior to this policy coming into effect. Notwithstanding Exclusion 5.19 (Prior Known Facts) of this policy, we agree to provide cover in respect of any claim made in the insurance period where the insured:

(a) First became aware, prior to the insurance period, that a claim might or could arise from facts or circumstances known to it;

(b) when the insured first became aware of such facts or circumstances, they were insured by the previous insurer, and that policy was held without interruption, until this policy came into effect; and

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(c) Had not notified us or the previous insurer of such facts or circumstances prior to the insurance period.

Provided that:

(i) There has not been any fraudulent non-disclosure or fraudulent misrepresentation by the insured in respect of such facts or circumstances; and

(ii) If the fact or circumstance had been notified to the previous insurer under the previous policy, the insured would have been entitled to indemnity under that previous policy; and

(iii) If the previous insurer had been notified of the facts or circumstances when the insured first became aware of such facts, the insured would have been indemnified under that previous policy, however is now not entitled to be indemnified by that previous policy, and the insured would, but for Exclusion 5.19 (Prior Known Facts), otherwise be indemnified by this policy; and

(iv) In the event of a claim arising from such known circumstances, we will have the discretion to apply the terms, conditions, and limits of either the current policy period or the policy period during which the circumstances were first known to the insured, whichever terms, conditions, and limits are more restrictive; and

(v) The insured agreed to only make a claim under one professional policy issued by us or the previous insurer.

Except as otherwise provided in this endorsement, the Insuring Clause and all other policy terms and conditions shall have full force and effect.