

# PERSONAL ACCIDENT

# **Summary of Terms**

OUR REF: 040070

JLT CONTACT DETAILS:

Name: Local Community Insurance Services

**Direct Dial:** 1300 853 800

Facsimile:

Email: insurance@lcis.com.au

**INSURED** Crafts Council of Victoria trading as **Craft Victoria** for and on behalf

of Accredited members.

**ABN AND ITC DETAILS** ABN 67 005 725 940 ITC 0.00%

BUSINESS Principally Artists including Property Owners/Occupiers and any

other incidental occupation.

GEOGRAPHICAL SCOPE Worldwide

GOVERNING LAW

OF CONTRACT Australian

**PERIOD OF INSURANCE** From: 31 December 2023 at 4 PM Local Time (SA).

To: 31 December 2024 at 4 PM Local Time (SA). **SCOPE OF COVER** The coverage afforded by this Policy provides worldwide 24 hour 365 day protection, excluding time on any other employment other than the visual arts practice and excluding travel

to and from such employment.

**INSURED PERSON(S)**Visual artists, curators, administrators, installers and similar in the

Accredited membership categories

SCHEDULE OF BENEFITS Insured Events (as per Policy) Each Insured Person

Death and Capital Benefits \$50,000
Income Multiplier 7
Weekly Injury Benefit \$1,000
Income Limitation 100%
Deferral period 7
Deferral period (Any Form of Sport) 28 Days
Benefit Period (Insured Persons aged 70 and over) 26 weeks

Weekly Sickness Benefit	\$0
Broken / Fractured Bones Benefits	\$2,000
Accidental HIV Infection Lump Sum Benefit	\$10,000
Bed Care Benefit	\$700
Daily Benefit	\$50
Benefit Period	14 Days
Childcare Benefit	\$5,000
Coma Benefit	\$18,000
Daily Benefit	\$100
Benefit Period	180 Days
Corporate Image Protection Benefit	\$15,000
Dependent Child Supplement Benefit	\$30,000
Maximum payable per Dependent Child	\$10,000
Driver Services Benefit	\$5,000
Education Fund Benefit	\$15,000
Maximum payable per Dependent Child	\$5,000
Family Accommodation and Transport Expenses Benefit	\$2,000
Financial Advice Benefit	\$5,000
Home and Vehicle Modification Benefit	\$10,000
Orphaned Benefit	\$30,000
Maximum payable per Dependant Child	\$10,000
Partner Training Benefit	\$10,000
Retraining and Rehanilitation Expenses Benefit	\$5,000
Unexpired Membership Benefit	\$1,000
Workplace Assault Benefit	\$2,500
Workplace Trauma Benefit	\$2,500
Funeral Expenses Benefit	\$10,000
Expense Limitation	100%

# AGGREGATE LIMIT OF LIABILITY

Aggregate Limit of Liability	\$5,000,000
Aggregate Limit of Liability per Event for	
Charter/Non-scheduled flights	\$1,000,000
Minimum Age Limit (sub-limits may apply)	15
Maximum Age Limit (sub-limits may apply)	80

# POLICY WORDING AND CONDITIONS

GPAS 09042021

# **Client Specific Endorsements**

It is hereby declared and agreed the Deferral Period for recreational sport injuries is amended to 28 days.

# **Funeral Expenses Benefit**

Extent of Cover

If, during the Period of Insurance and occurring within the Scope of Cover an Insured Person suffers an Injury resulting in the Insured Persons Death and subsequently the deceased Insured Person's estate incurs reasonable Funeral Expenses, being;

a) all reasonable funeral, burial or cremation and associated expenses; or

b) all reasonable expenses incurred in transporting the Insured Person's body, moral remains or ashes to a place nominated by the deceased Insured Persons estate;

which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

# Compensation

We will pay for or reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Funeral Expenses Benefit".

## Conditions

No specific conditions apply to this Benefit, only the General Conditions and Limitations.

#### **Exclusions**

No specific exclusions apply to this Benefit, only the General Exclusions

## **IMPORTANT NOTICES**

Refer to the 'Important Information' section of our documentation for information about general and policy specific notices.

Target Market Determination General Advice Warning

INSURER	PROPORTION	POLICY NUMBER
Tokio Marine & Nichido Fire Insurance Co		
through Accident & Health Intl Underwriting P/L	100.000%	5564386

## **REMARKS**

Please refer to your policy document for details of Terms, Conditions and Exclusions.

# IMPORTANT INFORMATION

## **DUTY OF DISCLOSURE**

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. You have a duty to tell us anything that you know, or could reasonably be expected to know, may affect the insurer's decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

If we ask you questions that are relevant to the insurer's decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change. If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

You do not need to tell us anything that:

- reduces the risk insured: or
- · is common knowledge; or
- the insurer knows or should know as an insurer;
- or the insurer waives your duty to tell them about.

#### If you do not tell us something

If you do not tell us anything you are required to, the insurer may cancel your contract or reduce the amount it will pay you if you make a claim, or both. If your failure to tell us is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

#### **CHANGE OF RISK OR CIRCUMSTANCES**

Please tell us about any changes to your circumstances or business, such as any alteration of risk, location changes, new or changed business activities, as they could affect your insurances.

# **AVERAGE CLAUSE - UNDER INSURANCE**

Home buildings and contents, fire, business interruption, industrial special risks, Statewide Property Mutual and other policies often contain an average clause. This means that you should declare full value which may be replacement, indemnity or market value depending on the type of insurance cover or protection arranged. If you are under insured your claim may be reduced in proportion to the amount under declared.

#### **UNREPORTED LOSSES**

Please let us know whether there are any losses which have occurred that have not been reported to us/the Scheme/insurers, whether you intend making a claim or not.

## HOLD HARMLESS AGREEMENTS, CONTRACTING OUT, REMOVAL OF SUBROGATION RIGHTS

You may prejudice your rights to a claim if, without prior agreement from your insurer or relevant Scheme, you make any agreement that could prevent the insurer or Scheme from recovering the loss from a third party. These "hold harmless" clauses are often found in leases, licences and contracts for maintenance, supply, construction and repair.

## PROTECTING THE INTEREST OF OTHER PARTIES

If you require the interest of another party to be covered by the policy or Scheme, you MUST request this. Most policies and scheme protection will attempt to exclude indemnity to other parties (e.g. mortgagees, lessors, principals etc.) unless their interest is expressly noted on the policy.

#### **NEW CLAIMS**

Any quotation we have obtained on your behalf is based on the understanding that there will be no deterioration in the claims experience (or change in the underwriting information) between the date insurers or Statewide quoted their terms and the inception date of the cover. If changes do occur during this period, insurers/Statewide have the right to revise the terms quoted or even withdraw their quotation.

# **SEVERAL LIABILITY**

Where your cover is provided by more than one insurer/reinsurer it is important to note that each insurer/reinsurer is only responsible to the extent of their individual subscription and there is no obligation for that insurer/reinsurer to make up the shortfall of any other subscribing insurer/reinsurer in a claim or return premium or contribution payment.

#### CONFIRMATION OF TRANSACTION

You may contact us by telephone or in writing to confirm any transaction under your insurance policies or Statewide Schemes, such as renewals and endorsements. If necessary, we will obtain the information for you from the insurer or reinsurer.

## **COOLING OFF PERIOD FOR RETAIL CLIENTS**

If you are a retail client as defined in the Corporations Act 2001 as amended (the 'Act'), you may be entitled to a minimum 14 day cooling-off period during which you may return the insurance policy and receive a refund of the insurance premium paid (less amounts lawfully deducted), subject to the requirements of the Act and the terms and conditions of your policy.

This does not affect any other cancellation rights you may have under your policy.

Please check your policy and schedule upon receipt to be sure you have the cover you require. If the cover does not meet your needs, please contact your JLT Public Sector account executive for advice as to your rights.

#### REMUNERATION AND OTHER INCOME

Our principal remuneration for arranging insurance on your behalf is either by way of commission paid by the Insurer and/or a fee including a service fee and an administration fee to be paid by you.

In addition to the above we may receive income from insurers as follows: interest earned on insurance monies passing through our bank accounts; profit commissions or profit shares paid by insurers on specific classes of business; administrative service fees or expense reimbursements for limited specific services we provide to insurers as part of the placing or claims process.

Where we act as managers of a Mutual Scheme or Discretionary Trust, our fee is negotiated according to the services to be provided for that Scheme.

We will disclose any potential conflict of interest not included above which may occur and affect our relationship.

#### REFUND PREMIUMS OR CONTRIBUTIONS

In the event of any refund premium or contribution being allowed for the cancellation or adjustment of any insurance policy or scheme protection, JLT Public Sector reserves the right to retain all brokerage, fees and charges.

## RECEIVING INFORMATION ABOUT OTHER PRODUCTS AND SERVICES

We may, from time to time, offer you information about products and services which may be of interest to you. Please notify us if you do not wish to receive such additional information.

# PRIVACY POLICY

We value the privacy of your personal information and we are committed to handling your personal information in a responsible way in accordance with the *Privacy Act 1988* (Cth) (the Act) and the Australian Privacy Principles (APPs) as contained within the Act. Our Privacy Policy can be examined by accessing our website or by obtaining a copy from our Privacy Officer on telephone number (02) 8864 7688, email <a href="mailto:privacy.australia@marsh.com">privacy.australia@marsh.com</a> or post PO Box H176 Ausralia Square NSW 1215.

#### **FINANCIAL SERVICES GUIDE (FSG)**

Please refer to JLT Public Sector's FSG <u>here</u> for information on the services offered by JLT Public Sector. It is designed to assist you in making a decision whether to use any of the services offered

## **SERVICE DIFFICULTIES**

We would like to know if you are not satisfied with our services. If you have any difficulties please contact your JLT Public Sector adviser or our Complaints Manager. We subscribe to the Australian Financial Complaints Authority (AFCA) and the General Insurance Broker's Code of Practice. AFCA contact details are 1800 931 678, email info@afca.org.au, website www.afca.org.au.

IF THERE IS ANY PART OF THE ABOVE THAT YOU DO NOT UNDERSTAND OR YOU REQUIRE FURTHER EXPLANATION, PLEASE CONTACT US IMMEDIATELY.