

PUBLIC & PRODUCTS LIABILITY

Summary of Terms

OUR REF: 041415

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%
OTHER INTERESTED PARTIES	Accredited professional members as declared
BUSINESS	Principally Artists including Property Owners/Occupiers and any other incidental occupation.
GEOGRAPHICAL SCOPE	Worldwide except USA and Canada where the policy only applies subject to the United States/Canada Exports Endorsement detailed in the schedule
JURISDICTIONAL SCOPE	Australia
GOVERNING LAW OF CONTRACT	Australian
PERIOD OF INSURANCE	From: 31 December 2023 at 4 PM Local Standard Time To: 31 December 2024 at 4 PM Local Standard Time and any further period for which the Insurer agrees to provide cover.
LIMITS OF LIABILITY	General Liability \$20,000,000 any one Occurrence. Products Liability \$20,000,000 any one Occurrence and in the aggregate for all Occurrences during any one Period of Insurance.

SUB-LIMITS OF LIABILITY Property in Your Physical or Legal Control \$250,000 any one occurrence

DEDUCTIBLE/EXCESSES The insured shall bear the first \$250 of each and every Property Damage claim or series of claims arising out of any one Occurrence except for North American exports where the excess is \$10,000 any one occurrence. Inclusive of 1.3 Supplementary Payments.

\$1,500 for each and every claim incurred by Insured's working at height between 5 to 15 meters (From the level of the ground to the platform / work surface they are standing on)

All indemnifiable liability attributable to one source or original cause shall be deemed one Occurrence for the purpose of the application of the above deductible.

POLICY WORDING AND CONDITIONS Victor Insurance Broadform Liability Wording QM6195-1120, and subject to the following Endorsements and Exclusions:

AMENDMENT TO PROFESSIONAL LIABILITY EXCLUSION

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Exclusion 3.15. Professional Liability amended to read as follows:

Liability to pay Compensation for the rendering of or failure to render professional advice or service by You or any related error or omission connected therewith, but this Exclusion does not apply to:

- (a) Personal Injury or Property Damage arising from such rendering or failure to render professional advice or service, providing such professional advice or service is not given for a fee;
- (b) Personal Injury and/or Property Damage arising from the rendering or failure to render professional medical advice by Medical Persons employed by You to provide first aid and other medical services on Your premises;
- (c) personal injury or property damage arising from the provision, production or tendering of art works'.

UNITED STATES OF AMERICA AND/OR CANADA EXPORTS ENDORSEMENT

2. DEFINITIONS at 2.7 Geographical Limits

USA and/ or Canada Exports Endorsement

The following amendments are made to the Policy:
1. Geographical Limits Definition 2.7 is deleted and replaced with:

Anywhere in the world subject to additional Exclusion – Territorial Limits

1. The following additional Exclusion – Territorial Limits is added to the Policy:

- (a) claims made or actions instituted within any Country, State or Territory (outside Australia) where the laws of that Country, State or Territory require insurance to be effected or secured with an insurer or organisation licensed in that Country, State or Territory to grant such insurance;
- (b) claims made and actions instituted within North America or any other territory coming within the jurisdiction of North America;
- (c) claims and actions to which the laws of North America apply.

Provided that Exclusion (b) and (c) do not apply to:

- (d) claims and actions arising from the presence outside Australia of any of Your Employees and/or directors or partners who are normally resident in Australia and who are not undertaking manual work or supervision work of any kind while in North America;
- (e) claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of Your Products exported by You or on Your behalf to North America.

The Limit of Liability in respect of coverage provided under Exclusion Territorial Limits (d) and (e) is inclusive of costs, expenses and interest set out in 1.3 Supplementary Payments.

The Excess applying to cover granted by Exclusion Territorial Limits (d) and (e) is \$10,000 any one Occurrence inclusive of costs and expenses set out in 1.3. Supplementary Payments.

LCIS07 SEXUAL MOLESTATION

Any claims arising from, contributed to by or in connection with sexual and/or child assault, abuse, molestation or attempt thereat. Furthermore, we will not indemnify You for '1.3 Supplementary Payments.

LCIS16 COUNCIL LIABILITY EXCLUSION

This Policy does not indemnify any council for their legal liability arising from the use, operation or provision of any council facilities provided for hire, use or operation by others or for any other business conducted by council in connection with such facilities.

LCIS32 Total Listed Human Disease Exclusion

We shall not be liable to indemnify You for Your legal liability or any other benefit, cost or expense arising directly or indirectly out of, contributed to by, resulting from or in connection with any listed human disease determined under section 42 of the Biosecurity Act 2015 (Cth) or any Subsequent Legislation.

For the purposes of this exclusion "Subsequent Legislation" means:

1. an act or regulation as amended, replaced or re-enacted;
2. where an act or regulation has been repealed, the current equivalent act

or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or part

IMPORTANT NOTICES

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

Claims Made during the Period of Insurance
Retrospective Cover
Events Occurring Prior to Commencement
Not a Renewable Contract
Victor Insurance Pty Ltd
Target Market Determination
General Advice Warning

UNDERWRITING INFORMATION

Craft Victoria has a membership of craft/art practitioners who require Public Liability and Professional Indemnity insurance.

Artists

Visual artists, craftspeople, designers (where the design is non-structural in nature)

Curator

Manages or oversees an exhibition or collection. They gather the items which are representative of the artist's output over the years or theme a showing with items from various artists. Assets once assembled are in custody of the gallery or museum. Curator is the intellectual input to the main game which is the exhibition

Indemnity limit \$20,000,000

Sub limits

Professional Indemnity \$5,000,000

Property in Physical or Legal Control \$100,000

Arts Administrator

An arts administrator denotes an individual who is responsible for facilitating the day-to-day operation of the organisation and fulfilling its mission. The general duties of an arts administrator can include staff management, marketing, managing budgets, public relations, fundraising, program development and evaluation and board relations.

Indemnity limit \$20,000,000

Sub limits

Professional Indemnity \$5,000,000

Property in Physical or Legal Control \$100,000

Installer

An installer denotes an individual who provides professional art placement and installation services in public and private collections, museums, galleries and festivals. The installer will be handling finished artworks in various materials such as canvas, paper, prints, photographs, glass, fabric, metal, electrical devices, lighting etc. The installer will be responsible for the installation of secure hanging systems or gallery tracking systems, lighting to display artworks.

Indemnity limit \$20,000,000

Sub limits

Professional Indemnity \$5,000,000

Property in Physical or Legal Control \$100,000 which for the avoidance of doubt will include Property Damage as a result of Mishandling or Mismanaging - \$100,000

Conservator

A conservator denotes an individual who is professionally responsible for the preservation of artworks. The conservator has been professionally trained to reverse damage and to stabilise works that have suffered from environmental conditions or decay over a period of time to prevent degradation or destruction of art, craft and design. Conservators work in museums, art galleries, libraries, archives and in private practice. Sometimes conservators will need to collaborate to determine the best treatment options for objects made of a variety of materials - e.g. painted furniture or a bark painting might require the expertise of a paintings and an objects conservator, or the treatment of an upholstered chair might find a textiles and objects conservator working together.

No cover inefficacy - where they claim they can reverse damage, stabilize the art work, prevent degradation of art work etc.

Registrar

A registrar denotes an individual who is professionally involved in the care and management of fine art or ethnographic objects in public and private collections, museums and galleries. A registrar's duties are multifaceted and may include, but are not limited to collections inventory and documentation, exhibition coordination, logistical organisation for transport and insurance of loans and courier accompaniment of loans or entire exhibitions travelling to other institutions. In a museum, a registrar functions as the link between curator, conservator/restorer, museum technician and lender.

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(c) personal injury or property damage arising from the provision, production or tendering of art works'.

INSURER

QBE Insurance (Australia) Ltd

PROPORTION

100.000%

POLICY NUMBER

ATA041415PLB-DEC

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 privacy.australia@marsh.com or post PO Box H176 Australia Square NSW 1215.

FINANCIAL SERVICES GUIDE (FSG)

Please refer to JLT Public Sector's FSG [here](#) 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.