

PUBLIC & PRODUCTS LIABILITY

Summary of Terms

OUR REF: 031108

JLT CONTACT DETAILS:

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

ABN AND ITC DETAILS ABN To Be Advised ITC 0.00%

OTHER INTERESTED PARTIES Accredited professional members as declared

BUSINESS Craft Victoria is a not-for-profit company limited by guarantee, established in 1970 to support and champion contemporary craft. Craft Victoria at its premises at 31 Flinders Lane, Melbourne, Australia houses a gallery, retail space, library and offices. The mission of Craft Victoria is to bring together a vibrant and sustainable contemporary craft and design community in Victoria and nationally, which represents, promotes and celebrates all craft practitioners.

Policy is issued to Craft Victoria on behalf of Accredited members which are principally visual artists, designers and craftspeople including Property Owners/Occupiers and all associated activities, past or present.

GEOGRAPHICAL SCOPE Worldwide except USA and Canada where the policy only applies subject to Endorsement H40 North America Exports detailed in the schedule

JURISDICTIONAL SCOPE Australia

GOVERNING LAW OF CONTRACT Australian

PERIOD OF INSURANCE From: 1 July 2016 at 4 PM Local Standard Time
To: 1 July 2017 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 \$40,000,000 in the aggregate any one Period of Insurance.

In the event that any one Period of Insurance exceeds twelve months then the aggregate limit of liability shall be deemed to apply separately to each twelve months period or part thereof.

SUB-LIMITS OF LIABILITY

Property in Your Physical or Legal Control	\$100,000
Professional Indemnity	\$5,000,000

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.

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

Policy wording QM2441-1109 plus endorsements

UNITED STATES OF AMERICA AND/OR CANADA EXPORTS ENDORSEMENT

2. DEFINITIONS at 2.7 Geographical Limits

H40 NORTH AMERICA 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

2. 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 or 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 Excess applying to Cover granted by this Endorsement is \$10,000 any one Occurrence (inclusive of 1.3. Supplementary Payments)

AMENDMENT TO PROFESSIONAL LIABILITY EXCLUSION

3. EXCLUSIONS at 3.14 Professional Liability

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Exclusion 3.14. 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'.

AMENDMENT TO 4 .GENERAL CONDITIONS

The following amendments are made to the Policy. Additional Condition

4.15 BREACH OF CONDITIONS - SEVERABILITY

A breach of, or failure to observe and fulfil the terms and conditions of this policy by any party comprising the Insured shall not prejudice the rights of the remaining parties comprising the Insured.

OUTLINE COVER

In answer to the need for artists, designers and craft practitioners to hold insurance in order to obtain



premises for an exhibition or when tendering for a public/private artwork we proposed cover as Public Liability insurance policy with a Professional Indemnity extension to cover.

The main criteria is the artist(s) must be operating as individual traders, so not employing staff, and in the main the intention is to provide cover where the Accredited Member predominantly fits following profile:

1. The artist(s) is working from an own studio or operating at a bench in a shared workshop. While it is the intention is to cover a single person art practice and not where the artist is an employer of regular staff or operates as part of a larger business such as a partnership we see an exception to this rule, that is where the artist is installing a public artwork, we have found that these usually require assistants to install and the policy will allow up to 3 people assisting as either casual employees or volunteers in installation of public art.
2. Artists will come out of their studio or workshop and have points of sale, generally exhibitions usually via a community or commercial gallery but the artists may also sell from stalls at markets.
3. We also require in the policy coverage a limited number of workshops/classes for the artist to pass on skills and supplement their income. The level is 12 per annum with a maximum of 10 persons per class.
4. Where an artist is engaged as artist in residence by a school to produce work in the 'art room' environment we see this as distinct from convening and operating arts classes in the artist's own name and the role of artist in residence is to be included under the cover.

ABOUT THE CRAFT VICTORIA : CRAFT AND DESIGN CENTRE'S ACCREDITED MEMBERSHIP PROGRAM (AM Program)

Public & Products Liability Insurance Limit \$20,000,000

The Public Liability Insurance covers your legal liability to the general public, it provides an indemnity against all sums which you become legally liable to pay resulting from an occurrence which arises from your negligence, the cover includes Products Liability which covers you for bodily injury or property damage caused by a fault in the products you have made. The policy is extended to include **Professional Indemnity** provides cover for personal injury or property damage arising from the provision, production or tendering of art works'.

Professional Indemnity \$5,000,000

Professional Indemnity covers where your advice is defective and as a result of this defective advice a person is injured or their property is damaged, the cover is in respect of the provision, production or tendering of art works.

Property in the care, custody and control of members Limit \$100,000

This will protect you from claims arising from other people's goods which are in your control which you negligently lose or damage. Note that this extension does not cover you for the loss or damage of your own goods.

Our package is designed to cover accredited 'contemporary craft' visual artists/practitioners. Mediums covered include ceramics, glass, jewellery, furniture, textile work including felting, metal, wood, photographs, sculptures and other materials.



The artist/practitioner must be operating as individual traders, i.e.: not employing staff, and working from his/her own studio or operating at a bench in a shared workshop. This package does not cover an artist/practitioner if her/she is an employer of regular staff or operates as part of a larger business such as a partnership. (The exception to this rule is where the artist is installing a public artwork: the policy will allow up to 3 people assisting as either casual employees or volunteers in installation of public art.)

The artist/practitioner will likely participate in public or private art work which may include some form of design contribution to the built environment in a new, or refurbishment of, building project. This policy also covers artists/practitioners who come out of their studio or workshop and have points of sale, exhibitions (usually via a community or commercial gallery) and sell from stalls at markets.

Craft Victoria also has built into the policy coverage a limited number of workshops/classes for the artist/practitioner to pass on skills and supplement their income. The limit is 12 workshops/classes per annum with a maximum of 10 persons per class.

INSURER	PROPORTION	POLICY NUMBER
QBE Insurance (Australia) Ltd - LCIS A/c	100.000%	AT A172000 PLB

IMPORTANT INFORMATION

MUTUAL SCHEMES

The NSW Local Government Liability Scheme (Statewide) is a Mutual Risk Product as defined by ASIC that is neither authorised under, nor subject to, the provisions of the Insurance Act 1973.

Statewide is not a product regulated by APRA.

Statewide estimates its future liabilities based upon procedures which are supported by both independent legal and actuarial experts. Statewide also maintains specific financial provisions for late reported claims (IBNR) and future claim developments plus a prudential risk margin. These provisions are amounts in addition to specific claim estimates.

Statewide and Jardine Lloyd Thompson Pty Ltd (JLT) as the Scheme Manager have established financial targets to ensure that adequate financial resources are available to discharge future liabilities and make future payments. This is achieved via a combination of financial management strategies which may include purchasing reinsurance, developing risk margins and retaining surplus funds. The Scheme Board and/or committees review the operating financial statements at regular intervals and an independent audit occurs annually with its findings reported to Members.

The Deed is the primary document which governs the operation of the Mutual Schemes. Wordings on each Scheme are issued as a guide as to the terms under which a claim will be considered and settled. A copy of the Deed is available on the website at www.statewide.nsw.gov.au

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 Jardine Lloyd Thompson Pty Ltd (JLT) 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 the Jardine Lloyd Thompson Group 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 reserves the right to retain all brokerage, fees and charges.

RECEIVING INFORMATION ABOUT OTHER PRODUCTS AND SERVICES

JLT 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

JLT is committed to the protection of your privacy and is bound by the National Privacy Principles for the handling of your information. JLT’s Privacy Policy can be examined by accessing our website (<http://www.jlta.com.au/>) or by obtaining a copy from your account executive or the JLT Privacy Officer (at Jardine Lloyd Thompson Pty Ltd., 66 Clarence Street, Sydney, NSW, 2000 : or on telephone number (02) 9290 8000).

SERVICE DIFFICULTIES

We would like to know if you are not satisfied with our services. If you have any difficulties please contact your JLT adviser or our Complaints Manager. JLT subscribes to the Financial Ombudsman Service Limited



(1300 780 808), which is a free consumer service, and the General Insurance Broker's Code of Practice. Additional information is available from your local JLT office.

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