

# PUBLIC & PRODUCTS LIABILITY

## Summary of Terms

OUR REF: 031108

JLT CONTACT DETAILS:					
<b>Name:</b>	Michael Gordon / Stavroula Richards				
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<b>Email:</b>	Michael.Gordon@jlta.com.au / Stavroula.Richards@jlta.com.au				
<b>INSURED</b>	Crafts Council of Victoria trading as <b>Craft Victoria</b> for and on behalf of Accredited members.				
<b>OTHER INTERESTED PARTIES</b>	Accredited professional members as declared				
<b>BUSINESS</b>	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.				
<b>GEOGRAPHICAL SCOPE</b>	Worldwide except USA and Canada where the policy only applies subject to Endorsement H40 North America Exports detailed in the schedule				
<b>JURISDICTIONAL SCOPE</b>	Australia				
<b>GOVERNING LAW OF CONTRACT</b>	Australian				
<b>PERIOD OF INSURANCE</b>	From: 1 July 2018 at 4 PM Local Standard Time To: 1 July 2019 at 4 PM Local Standard Time and any further period for which the Insurer agrees to provide cover.				
<b>LIMITS OF LIABILITY</b>	<table border="0"> <tr> <td>General Liability</td> <td>\$20,000,000 any one occurrence.</td> </tr> <tr> <td>Products Liability</td> <td>\$20,000,000 any one occurrence and \$40,000,000 in the aggregate any one Period of Insurance.</td> </tr> </table> <p>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.</p>	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.
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.				

**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.

## **IMPORTANT INFORMATION**

### **BINDING AUTHORITY**

This insurance is underwritten by Key Underwriting Pty Ltd ("KEY") under an authority to bind cover on behalf of the insurer. In underwriting this insurance, KEY may delegate authority to certain employees of JLT. KEY and those employees of JLT act as agents of the insurer and not as your agent. JLT and KEY are related companies and KEY is an Authorised Representative (no. 403803) of JLT.

### **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 is common knowledge, 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 and other policies often contain an average clause. This means that you should insure for full value which may be replacement, indemnity or market value

depending on the type of insurance cover arranged. If you are under insured your claim may be reduced in proportion to the amount of under-insurance.

### **UNREPORTED LOSSES**

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

### **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 between the date insurers quoted their terms and the inception date of the cover. If claims do occur during this period, insurers have the right to revise the terms quoted or even withdraw their quotation

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

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

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

You may prejudice your rights to a claim if, without prior agreement from your insurer, you make any agreement that could prevent the insurer 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.

## **INSURING THE INTEREST OF OTHER PARTIES**

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

## **SEVERAL LIABILITY**

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

## **CONFIRMATION OF TRANSACTION**

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

## **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 Client Risk Adviser 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 the event of a mid-term broker appointment, JLT reserves the right to retain all commission, fees and charges. 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. We will disclose any potential conflict of interest not included above which may occur and affect our relationship.

## **REFUND of PREMIUMS**

In the event of any refund premium being allowed for the cancellation or adjustment of this insurance policy, 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 Australian Privacy Principles for the handling of your information. JLT's Privacy Policy can be examined by accessing our website [www.au.jlt.com](http://www.au.jlt.com) or by obtaining a copy from your JLT Client Risk Adviser or the JLT Privacy Officer (at Jardine Lloyd Thompson Pty Ltd., Level 37, 225 George St, 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 Client Risk 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.**