

PUBLIC & PRODUCTS LIABILITY

Summary of Terms

OUR REF: 029695

JLT CONTACT DETAILS:	
Name:	Local Community Insurance Services / Robert Fretwell
Direct Dial:	1300 853 800
Facsimile:	
Email:	insurance@lcis.com.au / Robert.Fretwell@jlta.com.au
INSURED	FORM building a state of creativity Inc. on behalf of Practitioner Members as declared
ABN AND ITC DETAILS	ABN To Be Advised ITC 0.00%
OTHER INTERESTED PARTIES	Listed members as noted in schedule
BUSINESS	Principally Association in Western Australia for artists practicing in the area of visual arts, crafts and design including advocacy, advice and professional practice resources for this sector.
GEOGRAPHICAL SCOPE	Worldwide except USA and Canada where the policy only applies subject to Endorsement H40 North America
JURISDICTIONAL SCOPE	Australia
GOVERNING LAW OF CONTRACT	Australian
PERIOD OF INSURANCE	From: 1 July 2020 at 4 PM Local Standard Time To: 1 July 2021 at 4 PM Local Standard Time and any further period for which the Insurer agrees to provide cover.
LIMITS OF LIABILITY	Public Liability \$20,000,000 any one occurrence. Products Liability \$20,000,000 any one occurrence and 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	\$250,000
Professional Indemnity	\$5,000,000 any one Occurrence and in the aggregate for all Occurrences during any one period of insurance
Tenants Liability	\$10,000,000

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 QM6195-0719 plus endorsements

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.

AMENDMENT TO PROFESSIONAL LIABILITY EXCLUSION

3. EXCLUSIONS at 3.15 Professional Liability

Page 13

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'.

SEXUAL MOLESTATION

This policy does not cover claims arising from, contributed to, by or in connection with sexual and/or child assault, abuse, molestation or attempt threat. Furthermore, We will not indemnify You for 1.3 Supplementary Payments as detailed in this Policy.

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, 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.

CLAIMS MADE POLICY

All or part of this policy is subject to a claims made provision. This means that claims or possible claims, must be notified to the insurer during the currency of the policy. Such a policy will not provide indemnity for claims, or possible claims, notified after the policy expires.

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.

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 Marsh Pty Ltd (Marsh) 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, Marsh reserves the right to retain all commission, fees and charges. **In addition to** the above Marsh and companies within the Marsh group of companies 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, Marsh reserves the right to retain all brokerage, fees and charges.

RECEIVING INFORMATION ABOUT OTHER PRODUCTS AND SERVICES

Marsh 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.

BINDING AUTHORITY

Please note that this insurance is being effected under an authority to bind cover on behalf of the insurer and that in arranging this policy we are acting as agent for the insurer.

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.

PRIVACY POLICY

Marsh is committed to the protection of your privacy and is bound by the Australian Privacy Principles for the handling of your information. Marsh's Privacy Policy can be examined by accessing our website www.marsh.com.au or by obtaining a copy from your Marsh adviser or the Marsh Privacy Officer (email: privacy.australia@marsh.com or on telephone number +61 2 8864 7688).

SERVICE DIFFICULTIES

We would like to know if you are not satisfied with our services. If you have any difficulties please contact your Marsh adviser or our Complaints Manager. Marsh subscribes to the Australian Financial Complaints Authority (AFCA) (1800 931 678), which is a free consumer service, and the General Insurance Broker's Code of Practice. Additional information is available from your local Marsh office.

FINANCIAL SERVICES GUIDE (FSG)

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

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