

FLYING ARTS ALLIANCE INC. ACCREDITED MEMBERSHIP

GENERAL LIABILITY AND PERSONAL ACCIDENT INSURANCE

This policy is available to Flying Arts Alliance Inc Accredited Members only. It is suitable for individual and sole trading:

- visual artists, designers, craft practitioners, curators and registrars
- installers and conservators
- arts administrators, arts project coordinators
- writers
- musicians

engaged in activities related to professional practice. It does not cover commercial enterprise.

Scope of Cover

1. Public Liability

This will protect you against any person who makes a claim against you for 'bodily injury' or property damage caused by a negligent action on your part.

2. Professional Indemnity

This will protect you from any claim arising from a fault in the actual design of your product.

3. Product Liability

This will protect you against any person who makes a claim against you for 'bodily injury' or property damage caused by a fault in the products that you have made.

4. Property in Care, Custody and Control

This will protect you from claims arising from other people's goods that are in your control which you negligently lose or damage. So if you are working on a collaborative project, any goods belonging to the other person/s will be covered. This package does not insure you for the loss or damage of your own goods.

5. Tenants Liability

This covers claims resulting from your control of premises as either a tenant or owner i.e. insurance cover for your landlord's fitted carpets, fixtures and fittings under the terms of your rental or lease agreement.

6. Personal Accident

This cover provides 24hr personal accident insurance to all approved accredited members and provides income replacement for those who are injured and cannot work in their arts practice. Payments are calculated off the income earned by the artist from their practice over the past two years. Please ensure you read the list of included and excluded causes of injury in the full policy summary.

7. Teaching

This policy extends to include the activities of the Accredited Member when teaching or training students. Where a Member is conducting workshop activities to pass on skills and supplement their income under their own name, there is a limit of twelve workshops* per annum with a maximum of 10 persons per class. (* Some art forms have different allowances around this limitation please ensure you read through all relevant information on the website regarding workshop limitations under each art form coverage webpage)

Where a Member is engaged as an artist in residence by a school or engaged by local authorities or other organisations where they are working on community projects or training a group/s in arts or crafts, the limits do not apply.

Limits of Liability

General Liability

Public Liability	\$20,000,000 on any one occurrence
Products Liability	\$20,000,000 on any one occurrence
	\$40,000,000 in the aggregate any one insurance period
Professional Indemnity	\$5,000,000
Property in Physical & Legal Control	\$100,000
Tenants Liability	\$20,000,000
Excess	\$250 per occurrence

Personal Accident Cover

Personal Accident	Up to \$1000 per week for up to 52 weeks for accredited members under 70 years of age and 26 for members between 70 to 80 years of age. (Determined from arts practice income earned over past 2 years from date of claim)
Accidental Death & Capital Benefits	\$50,000
Funeral Benefits (Accidental Death)	\$10,000
Excess	7 days waiting period for accidental injury and 28 days waiting period for sporting injury

Geographical Scope

Worldwide and now including USA and Canada where the policy only applies in respect of:

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)

Period of Insurance

From the date approved until expiration on the following 1st October each year at 4 pm EST

Jurisdictional Scope

Australia

Governing Law

Australian

General Information

The insurance scheme arranged by Local Community Insurance Services on behalf of Flying Arts is designed to give you protection against persons issuing legal proceedings against you in the event of your negligence. The policy, which has been affected, covers Accredited Members of Flying Arts only. It is a Standard Public and Products Liability Insurance Policy of the same type that is carried by most business. *The policy **will only cover you** for the activities relating to your professional practice as detailed in your Flying Arts Alliance Inc Accredited Member profile.*

The **Public Liability** section of the policy will protect you against any “Act of Negligence” on your part causing injury to the public or damage to their property. For instance, you may leave an item of equipment lying on the floor of your workshop in a gangway and not put it away because you are going to use it shortly. If a visitor then trips over that piece of equipment, you could possibly be held liable in a court of law. If you are held liable, the policy will pay for both the damages awarded and the costs involved in fighting the case.

The **Product Liability** section of the policy will cover you against an “Act of Negligence” on your part caused by the manufacture or sale of your merchandise. For instance, a nail may come loose on an item you have made, or you may have failed to knock it in properly. If someone tears their clothes on that nail then you could be held liable to replace the item of clothing. Again the policy would answer to the claim in the same manner as in the previous paragraph.

Technically, to be negligent you must either have done something that a reasonable person would not do, or conversely, you must have failed to do something that a reasonable person would have done. A third party will not be able to claim against you merely because they were injured on your premises; it will be necessary for them to prove that their injury was caused by your negligence. The law in respect of manufactured products is different. In this case it is only necessary for the injured

party to show that **your product or a product that you have sold** to them caused the injury. It is then your responsibility to prove that the injury was not caused by your negligence.

Perhaps the most important aspect of a liability policy is that the cover includes the cost of fighting a false claim made against you – provided these costs are approved by the insurance company prior to their being incurred. Many people think that they do not need a liability policy because they are very careful in everything that they do, and forget that people may try to claim against them even when they have not been negligent. This is one of the reasons that there are courts to decide these cases and lawyers to help you prove that you have not been negligent. The decision whether or not you have been negligent, and an injured party should be paid, rests with the insurance company and the court. *You should never admit liability in any way, as it may prejudice your claim.*

The **Professional Indemnity** section of the policy will cover you against professional acts of negligence. These could include: advice that you may give to anyone on a professional basis, or any fault in the actual design of your product. It is virtually impossible to give instances in all cases, because each case will depend on the circumstances and these always differ. This brings us back to one of the most important reasons why you need liability insurance; the policy covers the costs of a claim made against you, provided that the claim falls within the terms and conditions of the policy, and that the insurance company agrees to those costs being incurred.

Personal Accident Cover is a new coverage provided to all approved and current Accredited Members of Flying Arts Alliance Inc. The intention of this policy is to provide professional artists with an income replacement mechanism if they are injured and cannot work within their arts practice. Please note that this does not include if you are unable to work due to illness, you must have been involved in an accident that has rendered you unable to work.

Unlike other personal accident policies which may only cover you if you are injured at work or during direct uninterrupted travel to and from work, this policy provides 24 hour cover. This means that if you are injured at any time of the day and that injury leaves you unable to work within your arts practice then you can use this policy to claim your loss of income based on an average weekly wage from your arts income from the past 2 years calculated from the date of injury.

This policy is subject to a number of terms, conditions, endorsements, and exclusions which impact on the extent of cover provided. Please ensure you are familiar with these by reading the full policy document available to download here – [Personal Accident Cover Full Policy Documentation](#).

DISCLAIMER: Information contained in this outline should not be relied upon in lieu of legal advice on any particular case, transaction or matter. Individual needs and requirements in relation to any insurance should be assessed by the insured at the commencement of any cover. Flying Arts is not the insurer, broker or agent of any insurance company and as such assumes no liability for any issue or event that arises from this policy. Flying Arts receives no incentives or payments from the insurer as part of this program.

To ensure you are covered for any claims arising from incidents/accidents that may have occurred in the past, you must have a current policy. You will not be covered for historical claims if your policy has lapsed.

If a claim is made against an artist it is the policy in place at the date of the claim that will respond to the claim, not the policy in place at the time the work was performed. Continuity of Professional Indemnity and Products Liability insurance, in particular, is therefore essential and should be maintained until the practice believes that the risks arising from its past work are negligible.

Additional Notes

Accredited members of Flying Arts are reminded of their obligation to adhere to:

- Relevant consumer legislation.
- Department of Trade and Industry standards for workshop safety.
- Legal requirements relating to small business management eg. Workers compensation; business, public liability and manufacturers liability insurance, provisions of the Copyright Act.
- Current Occupational Health and Safety legislation.

Accredited Members of Flying Arts are expected to:

- Deal honestly and fairly with clients and other art workers.
- Produce work of the highest possible standard, fit for the purpose for which it was intended.
- Make use of written contracts.

As an Accredited Member of Flying Arts and by accepting this insurance policy, you undertake:

- To endeavour through your arts practice/ arts work and associated business practice to uphold and advance the standing of the arts within the community.
- To endeavour to disseminate my expertise and understanding of the arts and crafts and their contribution to human culture.

If you would like general information about your insurance cover, please contact Flying Arts by email at members@flyingarts.org.au or phone (07) 3216 3211 or call Local Community Insurance Services on 1800 853 800

NOTE: This policy document should be read in conjunction with any other information provided to you relating the Accredited Membership and Insurance offer.

Flying Arts Alliance Inc
Tuesday, 30 August 2016