

# PERSONAL ACCIDENT

# **Summary of Terms**

OUR REF: 035915

JLT CONTACT DETAILS:

Name: Local Community Insurance Services / Michael Gordon

**Direct Dial:** 1300 853 800 / +61 8 82356480

Facsimile:

Email: insurance@lcis.com.au / Michael.Gordon@jlta.com.au

**INSURED** Flying Arts Alliance Inc on behalf of Accredited members

ABN AND ITC DETAILS ABN To Be Advised ITC 0.00%

**BUSINESS** Principally Flying Arts Inc is a not-for-profit body established to

support contemporary art in both rural and metropolitan Queensland Flying Arts provides advice and information on areas of professional practice and connects members with jobs and opportunities. Flying Arts run an annual program of seminars, workshops and events to assist with the professional development of artists and arts

workers.

Flying Arts Inc are an advocate on behalf of the visual arts sector at State and national levels including Property Owners/Occupiers and

any other incidental occupation.

GEOGRAPHICAL SCOPE Worldwide

GOVERNING LAW OF CONTRACT

Australian

**PERIOD OF INSURANCE** From: 1 October 2021 at 4 PM Local Time (SA).

To: 1 October 2022 at 4 PM Local Time (SA).

SCOPE OF COVER The coverage afforded by this Policy provides worldwide 24 hour

365 day protection, excluding time on any other employment other than the visual arts practice and excluding travel to and from such

employment.

**INSURED PERSON(S)** Visual artists, curators, administrators, installers and similar in the

Accredited membership categories

SCHEDULE OF BENEFITS	` '	Each Insured Person
	Death and Capital Benefits	\$50,000
	Income Multiplier Weekly Injury Benefit	7 \$1,000
	Income Limitation	100%
	Deferral period	7 Days
	Deferral period (Any Form of Sport)	28 Days
	Benefit Period	52 Weeks
	Benefit Period (Insured Persons aged 70 an	
	Weekly Sickness Benefit	\$0 \$0
	Broken / Fractured Bones Benefits	\$2,000
	Accidental HIV Infection Lump Sum Benefit	\$10,000
	Bed Care Benefit	\$700
	Daily Benefit	\$50
	Benefit Period	14 Days
	Childcare Benefit	\$5,000
	Coma Benefit	\$18,000
	Daily Benefit	\$100
	Benefit Period	180 Days
	Corporate Image Protection Benefit	\$15,000
	Dependent Child Supplement Benefit	\$30,000
	Maximum payable per Dependent Child	\$10,000
	Driver Services Benefit	\$5,000
	Education Fund Benefit	\$15,000
	Maximum payable per Dependent Child	\$15,000
	Family Accommodation and Transport Expens	
	Financial Advice Benefit	\$5,000
	Home and Vehicle Modification Benefit	\$10,000
	Orphaned Benefit	\$30,000
	Maximum payable per Dependant Child	\$10,000
	Partner Training Benefit	\$10,000
	Retraining and Rehanilitation Expenses Benef	
	Unexpired Membership Benefit	\$1,000
	Workplace Assault Benefit	\$2,500
	Workplace Trauma Benefit	\$2,500 \$10,000
	Funeral Expenses Benefit Expense Limitation	\$10,000 100%
ACCRECATE LIMIT		
AGGREGATE LIMIT OF LIABILITY	Aggregate Limit of Liability	\$5,000,000
	Aggregate Limit of Liability Aggregate Limit of Liability per Event for	ψο,οοο,οοο
	Charter/Non-scheduled flights	\$1,000,000
	Minimum Age Limit (sub-limits may apply)	15
	Maximum Age Limit (sub-limits may apply)	80
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# POLICY WORDING AND CONDITIONS

GPAS 09042021

# **Client Specific Endorsements**

It is hereby declared and agreed the Deferral Period for recreational sport injuries is amended to 28 days.

# **Funeral Expenses Benefit**

Extent of Cover

If, during the Period of Insurance and occurring within the Scope of Cover an Insured Person suffers an Injury resulting in the Insured Persons Death and subsequently the deceased Insured Person's estate incurs reasonable Funeral Expenses, being;

- a) all reasonable funeral, burial or cremation and associated expenses; or
- b) all reasonable expenses incurred in transporting the Insured Person's body, moral remains or ashes to a place nominated by the deceased Insured Persons estate;

which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

## Compensation

We will pay for or reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Funeral Expenses Benefit".

#### Conditions

No specific conditions apply to this Benefit, only the General Conditions and Limitations.

#### **Exclusions**

No specific exclusions apply to this Benefit, only the General

INSURER	PROPORTION	POLICY NUMBER
Tokio Marine & Nichido Fire Insurance Co		
through Accident & Health Intl Underwriting P/L	100.000%	5549639

# **REMARKS**

Please refer to your policy document for details of Terms, Conditions and Exclusions.

# IMPORTANT INFORMATION

#### **GENERAL NOTICES**

# THESE NOTICES APPLY TO ALL POLICIES

#### YOUR INSURANCE CONTRACT - 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.

#### DUTY OF DISCLOSURE - SUBSIDIARY AND ASSOCIATED COMPANIES

Cover which is arranged for subsidiary and/or associated companies in addition to named insureds.

If you enter into a contract of insurance on behalf of any subsidiary and/or related company of the named insured, that subsidiary and/or related company has the same duty of disclosure as the named insured. We recommend that you ensure that each subsidiary and/or related company is made aware of the duty of disclosure and given an opportunity to make any necessary disclosures.

# ESSENTIAL READING OF POLICY WORDING

We will provide you with a full copy of your policy as soon as it is received from the insurer.

It is essential that you read this document without delay and advise us in writing of any aspects which are not clear or where the cover does not meet with your requirements.

# CHANGE OF RISK OR CIRCUMSTANCES

It is vital that you advise the insurer of any changes to your company's usual business. For example, insurers must be advised of any

- mergers or acquisitions,
- · changes in occupation or location
- new products or services, or
- · new overseas activities

Please contact us if you are in doubt as to whether to notify your insurer of a change in business operations.

Your duty to disclose applies also when you amend, alter, vary or endorse a policy.

## HOLD HARMLESS AGREEMENTS, CONTRACTING OUT, REMOVAL OF SUBROGATION OF 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 INTERESTS 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. This is not applicable to Professional Indemnity or Directors & Officers policies.

#### GENERAL ADVICE WARNING

It is important that you understand and are happy with the policies we can arrange for you. Any recommendations we have made have been based on a consideration of the premium quoted and the scope of cover offered by an insurer. We can give you general information to help you decide but unless we have specified otherwise, we have not advised you on whether the terms are specifically appropriate for your individual objectives, financial situation or needs. We therefore recommend that you should carefully read the relevant Product Disclosure Statement and other information we provide before deciding.

#### **NSW STAMP DUTY EXEMPTION**

From 1 January 2018, some small businesses with an aggregated annual turnover of less than \$2 million may be exempt from NSW stamp duty on commercial motor vehicle, commercial aviation, occupational indemnity or public/product liability insurance policies. (\*aggregated turnover is your Australia wide annual turnover plus the annual turnover of any businesses that are your affiliates or are connected with you). To apply for an exemption or a refund please contact us for a copy of the 'NSW Insurance Duty - Small Business Exemption Declaration Form' if one has not been provided to you.

#### 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.

#### **NEW CLAIMS / UNREPORTED LOSSES**

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. 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.

#### 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.

#### REFUND OF PREMIUMS

In the event of any refund premium being allowed for the cancellation or adjustment of this insurance policy, we reserve the right to retain all brokerage, fees and charges.

# PRIVACY POLICY

We value your privacy and are committed to handling your personal information in accordance with the Australian Privacy Principles and the Privacy Act. Full details of how we collect, hold, use and disclose personal information is detailed in our Privacy Policy available online at <a href="https://www.marsh.com/au/privacy-policy.html">https://www.marsh.com/au/privacy-policy.html</a>. Contact your Adviser if you require a copy or email privacy.australia@marsh.com.

## FINANCIAL SERVICES GUIDE (FSG)

For information about the services offered, our Terms of Engagement and other Important Information download the Local Community Insurance Services FSG at www.marsh.com/au/financial-services-guide.html

## 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, we reserve the right to retain all commission, fees and charges. In addition to the above we, or any company within the Marsh Group of Companies may receive income from insurers including: 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.

# 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.

# COMMENTS & RECOMMENDATIONS

Below are our comments and recommendations on:

- changes to your current program (where appropriate);
- changes in rates or premiums;
- holding insurer's quoted terms and best alternative terms (where obtained).

Your policies are subject to terms, conditions, endorsements and exclusions which impact on the extent of cover provided. Full details appear in the policy documents. Contact your JLT adviser if you do not have a copy of the policy document.

Once renewal of your program is finalised with the insurers we will send you a Summary of Insurances confirming cover details.

Prior to reviewing the terms presented in this report, please ensure that you read and understand the Important Information located at the end of this document.

# **GENERAL ADVICE WARNING (GAW)**

Our advice is general in respect of the retail insurance addressed in this report. To help you decide if it suits you, read the Product Disclosure Statement/s. We are happy to provide you with further information.

## PRODUCT DISCLOSURE STATEMENT (PDS)

A PDS containing information about the retail insurance addressed in this report is attached. This will enable you to make an informed decision about acquiring that product.

# **UNAUTHORISED FOREIGN INSURER NOTICE**

## Your Insurance Contract

Your insurance contract(s) is/are proposed to be arranged (wholly or partly) with a direct offshore foreign insurer (DOFI) that is not authorised under the Insurance Act 1973 (Cth) ("the Act") to conduct insurance business in Australia. Such DOFIs are not subject to the provisions of the Act, which establishes a system of financial supervision of general insurers in Australia that is monitored by the Australian Prudential Regulation Authority (APRA).

# Insurer Solvency

JLT Public Sector's general guidelines are to disclose to the Client all security used at the time of placing and to require specific approval for the use of any company which has not been the subject of satisfactory review by the JLT Group Security Committee. While the Committee considers each company on its merits, a "secure" rating from either Standard & Poor's or A M Best is generally one of the criteria required. All Lloyd's syndicates are considered acceptable.

It should be stressed that while the information on which we rely is obtained from sources considered to be reliable and we use all reasonable endeavours to review accurately that information in order to protect the interest of our Clients, predictability of solvency cannot be guaranteed, and the solvency of an insurer can change significantly between the time an insurance contract is entered into and the time a claim may be made. We give no assurance about nor accept any responsibility for the financial standing of any insurer and we do not accept any liability for financial loss or damage resulting from reliance on the review process described above, howsoever caused.

# Law and Jurisdiction

Your policy will identify if it and the DOFI are to be subject to Australian law and jurisdiction.

Where they aren't subject to Australian law and jurisdiction, you may not have the protection of Australian legislation such as the Insurance Contracts Act 1984 and you may have to resolve any dispute in a foreign jurisdiction.

Even where they are subject to Australian law and jurisdiction, we do not warrant or guarantee that this will be the case and there is a risk that the DOFI will not meet its obligations and you may need to seek to enforce your rights against it in a foreign jurisdiction.

# **Insurer Details and Further Enquiries**

The name of the DOFI, its country of domicile and website address is shown below.

Class of Insurance	DOFI	Country of Domicile	Website Address

You should consider whether to obtain further information on the DOFI in order to make your decision (we can assist you in this process), including its country of incorporation, what scheme of financial supervision applies (if any), its paid up capital, its rating by credit rating agencies and its financial reports.

#### Please also note that:

- This notice also applies to all variations and renewals of the insurance arranged by us with the DOFI.
- If you have been told anything which is inconsistent with the above by our representatives, please tell us, as it is our company policy and no exceptions apply.
- Please return the completed acknowledgement attached. However, even if you do not return the
  acknowledgement, we will take it that you agree to the terms of this Notice and placement of your
  risk with the DOFI listed above.
- If you have any questions do not hesitate to contact us.

# **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.

## **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.

## **VALIDITY OF QUOTATIONS**

Quotations in this report are subject to a validity period where indicated within the quotation/s. Where no validity date is shown, we cannot guarantee that insurers will stand by their quotation indefinitely. Therefore, we would appreciate your instructions as soon as possible, but in any case no later than the expiry date of your current policy/ies or proposed inception date of new insurance cover.