

# PUBLIC & PRODUCTS LIABILITY

## Summary of Terms

OUR REF: 031440

### 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

<b>INSURED</b>	Flying Arts Alliance Inc for and on behalf of Accredited members declared at the beginning of the period or included periodically through the term.
<b>OTHER INTERESTED PARTIES</b>	Accredited professional members as declared
<b>BUSINESS</b>	Policy is issued to Flying Arts Inc on behalf of Accredited Members which are principally 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 the <b>USA and/ or Canada Exports Endorsement</b> detailed in the schedule
<b>JURISDICTIONAL SCOPE</b>	Australia
<b>GOVERNING LAW OF CONTRACT</b>	Australian
<b>PERIOD OF INSURANCE</b>	From: 1 October 2021 at 4 PM Local Standard Time To: 1 October 2022 at 4 PM Local Standard Time and any further period for which the Insurer agrees to provide cover.

<b>LIMITS OF LIABILITY</b>	General Liability	\$20,000,000 any one occurrence.
	Products Liability	\$20,000,000 any one occurrence and in the aggregate for all Occurrences any one Period of Insurance.

**SUB-LIMITS OF LIABILITY**      Property in Your Physical or Legal Control      \$250,000

**DEDUCTIBLE/EXCESSES**      500 each and every claim or series of claims arising out of any one Occurrence, other than for exports to North America which is \$10,000 any one Occurrence.

Both deductibles are inclusive of 1.3 Supplementary Payments.

**POLICY WORDING AND CONDITIONS**

Victor Insurance Broadform Liability Wording QM6195-1120, and subject to the following Endorsements and Exclusions:

**UNITED STATES OF AMERICA 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.

**LCIS07 SEXUAL MOLESTATION**

Any claims arising from, contributed to by or in connection with sexual and/or child assault, abuse, molestation or attempt thereof. Furthermore, we will not indemnify You for '1.3 Supplementary Payments.

**LCIS16 COUNCIL LIABILITY EXCLUSION**

This Policy does not indemnify any council for their legal liability arising from the use, operation or provision of any council facilities provided for hire, use or operation by others or for any other business conducted by council in connection with such facilities.

**LCIS32 Total Listed Human Disease Exclusion**

We shall not be liable to indemnify You for Your legal liability or any other benefit, cost or expense arising directly or indirectly out of, contributed to by, resulting from or in connection with any listed human disease determined under section 42 of the Biosecurity Act 2015 (Cth) or any Subsequent Legislation.

For the purposes of this exclusion "Subsequent Legislation" means:

1. an act or regulation as amended, replaced or re-enacted;
2. where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or part

<b>INSURER</b>	QBE Insurance (Australia) Ltd
<b>POLICY NUMBER</b>	ATA031440PLB
<b>REMARKS</b>	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 <https://www.marsh.com/au/privacy-policy.html>. Contact your Adviser if you require a copy or email [privacy.australia@marsh.com](mailto: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](http://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.

#### BINDING AUTHORITY

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.

#### VICTOR INSURANCE PTY LTD (FORMERLY KEY UNDERWRITING PTY LTD)

- Victor Insurance Pty Ltd ("Victor Insurance") is an underwriting agency and Authorised Representative (No. 403803) of Marsh Pty Ltd ABN 86 004 651 512 AFS Licence No. 238083 (Marsh). Victor Insurance is a subsidiary of Marsh which is part of the Marsh & McLennan Companies (MMC) group of companies.

- This insurance is underwritten by Victor under an authority to bind cover on behalf of the insurer. In such capacity, they are acting solely as an agent of the applicable insurance company and are paid compensation by the insurance company for the services they perform as an underwriting manager. They receive commission paid to them by the insurer as a percentage of the insurance premium paid by you before stamp duty, fire services levy, GST and any other government charges, taxes, fees or levies. They will also receive from the insurer a share of the underwriting profits generated from the business introduced to the insurer. All commissions and fees include GST and are incorporated within the cost of the product.