

Guildhouse Marine Transit Insurance Factsheet

Guildhouse Membership includes a range of benefits for visual artists, craftspeople and designers, including a transit insurance package provided through Local Community Insurance Services. This package provides Accredited, Allied and Associate Members with insurance cover of their work while in transit at a heavily reduced rate not available to individuals through the normal insurance channels.

The package is designed to provide cover for goods principally consisting of but not limited to: Artworks, Statues, Paintings, Ceramics, Furniture, Glass, Jewellery, Metal, Textiles, Wood and other materials belonging to Accredited, Allied and Associate Members of Guildhouse as agreed and declared.

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|-------------------------|---|
| For a period of: | 12 months |
| Travelling by: | Road, Rail, Air, Sea and Registered Post |
| From: | Anywhere in the World |
| To: | Australia and vice versa, including Australia-wide transits |
| Cost: | Subject to quotation based on value and type of work being sent |

Please ensure you check that the insurance package covers all of your needs before canceling any existing insurance. If you would like more information or have any specific questions regarding this insurance cover, please contact Michael Gordon at Local Community Insurance Services (Michael.Gordon@lta.com.au) or telephone 1300 853 800.

The policy is subject to the following Voyage Trading Limits:

| | |
|---------------------------|------------------------------|
| IMPORTS | \$100,000 any one conveyance |
| EXPORTS | \$100,000 any one conveyance |
| INLAND | \$100,000 any one conveyance |
| Jewellery/precious stones | \$10,000 any one conveyance |

The following excess applies to each and every claim:

| | |
|------------------|-------|
| IMPORTS | \$500 |
| EXPORTS | \$500 |
| INLAND <\$10,000 | \$250 |
| INLAND >\$10,000 | \$500 |



The following conditions also apply to ALL transits:

PACKING

The policy allows goods to be packed by the owner as long as the **packaging methods meet international gallery and museum standards.**

What does this mean?

Packing of any goods being transported, especially fragile artworks, needs to be of a quality that provides shock/impact protection during the **ordinary** course of transit. In other words, the packing of goods needs to be done to a standard where the goods can be expected to arrive in a safe/sound condition following a transit with normal handling and where damage is not inevitable given the means of transport/delivery.

For goods carried by the insured's own vehicle/s: packing and stowage must be to a standard where loss or damage is unintentional and could not be expected a person who has actual knowledge of the means of transport.

Guildhouse recommends that you document the way in which goods have been packed prior to transit to assist in substantiating the quality of the packing in case of a claim.

POST

Goods sent by post must be sent via registered post or equivalent with tracking and signature on delivery.

LOADING AND UNLOADING

During the period of insurance:

- cover commences from the time the goods are picked up inside the warehouse/premises or place of storage for loading on to the conveying vehicle.
- cover terminates when the goods are placed and/or positioned inside the receiver's or other designated warehouse or premises.

The cover granted under this transit clause is subject to the following:

- The conveying vehicle must depart for the destination within 72 hours from the commencement of loading - if this period is exceeded, cover ceases after 72 hours and recommences when the conveying vehicle actually departs for its destination.

The placement or positioning of the goods within the warehouse or premises must be:

- directly associated with the transit and,
- completed within 72 hours of the conveying vehicles arrival.

Cover excludes the risks of dismantling, re-assembly and testing of goods.

Cover is subject to a limit of \$50,000 for clean up costs/removal of debris.

BASIS OF SETTLEMENT

Claims will be settled based on the declared value of the goods insured.

Treatment of GST in a claim

If you are registered for GST the policy will pay net of GST.

If you are not registered for GST the policy will pay including GST.

EXHIBITIONS AND DISPLAY

While subject to existing cover terms and conditions, the policy has been extended to cover goods while at any exhibition or premises for demonstration or display within Australia and/or Overseas, subject to the exclusions listed below.

- The policy does not cover damage while goods are being used, demonstrated or have movable parts.
- Cover is subject to the value insured and a maximum limit of \$100,000 for any one event arising from the one insured event, unless otherwise declared and provided these costs are not recoverable under any other policy of insurance.

Dual insurance

This is the term for two policies covering the same property.

You cannot claim for the full amount of loss from the same event twice.

If you do have two policies insuring the same risk and there is damage or loss, the two insurers, where the claim is payable by each policy, would share the cost of the claim proportionally.

- **Theft claims are subject to forcible entry to the place of exhibition or display or forcible removal from the point of exhibition or display.**

Forcible entry means a break-in outside of opening hours.

Forcible removal can occur when the exhibition/display is open to the public and is the breaking of a securing device.

There is no cover for any unsecured works being removed during those hours the exhibition/display is open to the public

- The maximum period goods will be covered while on exhibition or display at any one location is 60 days. Please contact Michael Gordon at Local Community Insurance Services (Michael.Gordon@lta.com.au) or telephone 1300 853 800 to confirm if cover can be extended for your particular circumstances.

The policy does not cover:

- The first amount (called the excess) of any claim as specified in the policy schedule;
- While you are erecting or dismantling the goods;
- Electrical and/or mechanical and/or electronic failure unless it is caused by visible external physical damage to the item;
- Loss or damage caused by your misconduct, or intentionally caused by you or any person acting with your express or implied consent;
- Loss or damage caused by ordinary wear and tear;
- Loss or damage caused by the nature of the property (e.g. metal rusting);
- Loss or damage caused by mould, moths, insects, rats or other vermin;
- Loss of use of your property or any other form of consequential loss;

What does this mean?

If there is a delay in the transit which results in the goods arriving late the policy will not cover the financial loss associated with the late arrival.

- Reduction in value of antiques, paintings and works of art because of repairs;
- Loss or damage caused by legal seizure of your property;
- Loss or damage existing prior to this insurance being taken out;

- Loss or damage arising out of nuclear or atomic contamination.

Special Clauses:

PAIRS AND SETS CLAUSE

Where any item is part of a pair or set, the insurance will only pay for the part of the pair or set that is lost, destroyed or damaged even if it cannot be replaced with a matching item. The value insured shall be regarded as spread over the whole of the pair or set, divided in the proportions that it would cost to replace all the items making up the pair or set.

EXCLUDED PROPERTY CLAUSE

The policy does not cover loss of or damage to personal property including cash, credit cards, notes, stamps, deeds, tickets, travellers cheques, personal jewellery, watches and other similar valuable items.

ANTIQUES, ARTWORKS including Paintings, Statues, Glasswork, Jewellery and Curios CLAUSE

The insurers will not be liable for loss or damage or expenses caused by delay, confiscation or detention by customs or other officials or authorities, or arising from wear and tear, moths, vermin, normal atmospheric or climatic conditions or inherent vice of the property insured. The insurers' liability is restricted to the reasonable cost of repair and no claim is to attach for depreciation following repair.

Duty of Disclosure – What you must tell us:

Before you enter into a contract of general insurance with us, you have a duty, under both the Insurance Contracts Act 1984 and the Marine Insurance Act 1909, to disclose to us every matter that you know, or could reasonably be expected to know, that is relevant to our decision on whether to insure you and, if so, on what terms.

You have the same duty of disclosure to us when you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matters:-

- that diminishes the risk;
- that is of common knowledge;
- that we know or should know in the ordinary course of our business as an insurer;
- which we indicate we do not want to know.

NON-DISCLOSURE

Where the Marine Insurance Act 1909 applies:

If you fail to comply with your duty of disclosure, we may avoid the contract of insurance from its beginning.

Where the Insurance Contracts Act 1984 applies:

If you fail to comply with your duty of disclosure we may be entitled to reduce our liability under the contract in respect of a claim or, in certain circumstances, we may cancel the contract. If your non-disclosure is fraudulent, we may also have the

option of avoiding the contract from its beginning.

UNDERINSURANCE

It is a requirement that you insure for the full value or maximum potential risk. If you do not do so, and you are underinsured, we may pay you less in the event of a claim, calculated in accordance with either the policy wording or the Marine Insurance Act 1909 where applicable, which takes into account the degree of underinsurance

Conditions of Quotation:

Quotations are based upon the information received from you in your quotation request and are based on the following. If any of these are incorrect please contact us as it may affect the quotation and the terms and conditions on which we will provide insurance cover.

- The proposed insured (either alone or jointly with any other person or entity) has not had any previous Insurance declined, renewal refused, cancelled or special terms or conditions applied to any application, renewal or Policy.
- The proposed insured (including directors or partners) has never been declared bankrupt or involved in a company which became insolvent, placed in receivership or placed into a scheme of management or arrangement.
- The proposed insured (including directors or partners) has not during the past seven (7) years been convicted of a criminal offence or been held liable under any civil action or proceedings or to pay any pecuniary penalty exceeding \$5,000.
- The quotation is based on the claims history you provided in your quotation request. No claims or incidents have occurred to your knowledge or the knowledge of the insured that have not yet been notified to us.
- No changes to the Description of the Business or activities of the business have occurred or are likely to occur during the forthcoming Insurance period.