

PERSONAL ACCIDENT

Summary of Terms

OUR REF: 039432

JLT CONTACT DETAILS:

Name: Local Community Insurance Services / Abby Vyas
Direct Dial: 1300 853 800
Facsimile:
Email: insurance@lcis.com.au / Abby.Vyas@jlta.com.au

INSURED Guildhouse Inc for and on behalf of Guildhouse Accredited and Allied Members

ABN AND ITC DETAILS ABN To Be Advised ITC 0.00%

BUSINESS Principally Artists including Property Owners/Occupiers and any other incidental occupation.

GEOGRAPHICAL SCOPE Worldwide

GOVERNING LAW OF CONTRACT Australian

PERIOD OF INSURANCE From: 30 September 2023 at 4 PM Local Time (SA).

To: 30 September 2024 at 4 PM Local Time (SA). **INSURED PERSON(S)** Visual artists, curators, administrators. Installers and similar in the Accredited and Allied membership categories.

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.

SCHEDULE OF BENEFITS	Insured Events (as per Policy)	Each Insured Person
	Death and Capital Benefits	\$50,000
	Income Multiplier	7
	Weekly Injury Benefit	\$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 and over)	26 weeks

Weekly Sickness Benefit	\$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	\$5,000
Family Accommodation and Transport Expenses Benefit	\$2,000
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 Benefit	\$5,000
Unexpired Membership Benefit	\$1,000
Workplace Assault Benefit	\$2,500
Workplace Trauma Benefit	\$2,500
Funeral Expenses Benefit	\$10,000
Expense Limitation	100%

**AGGREGATE LIMIT
OF LIABILITY**

Aggregate Limit of Liability	\$5,000,000
Aggregate Limit of Liability per Event for Charter/Non-scheduled flights	\$1,000,000
Minimum Age Limit (sub-limits may apply)	15
Maximum Age Limit (sub-limits may apply)	80

**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, mortal 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 Exclusions.

INSURER	PROPORTION	POLICY NUMBER
Tokio Marine & Nichido Fire Insurance Co through Accident & Health Intl Underwriting P/L	100.000%	5572524

REMARKS

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

IMPORTANT INFORMATION

GENERAL NOTICES

These notices apply to all policies

INSURANCE CONTRACTS ACT 1984 (CTH) DUTY OF UTMOST GOOD FAITH AND CONSUMER INSURANCE CONTRACTS – DUTY TO TAKE REASONABLE CARE AND OTHER INSURANCE CONTRACTS – DUTY OF DISCLOSURE

All insureds owe the insurer a duty of utmost good faith and integrity in all dealings with the insurer. It is a reciprocal duty that applies to the insurer as well as to you, preventing either party from doing anything which is unfair or unreasonable in contravention of the duty. If you fail to act in accordance with the duty of utmost good faith then to the extent permitted by law, the insurer may refuse your claim, cancel your policy, or both.

The Act provides an additional duty as follows:

- if your insurance policy is obtained wholly or predominantly for the personal, domestic or household purposes (e.g. personal accident, sickness, travel, medical indemnity, consumer credit, personal and domestic property, home or car insurance and life); or your insurer has opted in to the contract being a consumer insurance contract (in accordance with the relevant rules) then your duty is set out below in the following Consumer Insurance Contracts – Your Duty to Take Reasonable Care Not to Make a Misrepresentation to the Insurer notice; and
- in all other situations, your duty is set out below in the Duty of Disclosure - Other Insurance Contracts

Consumer Insurance Contracts

Your Duty to Take Reasonable Care not to make a misrepresentation to the Insurer

What is the duty?

All persons who will be an insured covered by the insurance (referred to as you, your) have a legal duty to take reasonable care not to make a misrepresentation to the insurer.

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. For example, a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided.

The insurer will not treat something as a misrepresentation merely because you failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

Answering the insurer's and our Questions

Your answers to the insurer's and our questions help the insurer to decide whether to provide you with insurance and if so, on what terms. The duty must be complied with when answering them.

When answering the insurer's and our questions:

- you must take reasonable care to make sure your answers are true, honest, up to date and complete in all respects. You may breach the duty if you answer without any care as to its truth or if you only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and
- if another person is answering for you, the insurer will treat their answers as yours. In such a case you should check the questions have been answered correctly on your behalf by them.

When does the duty apply until?

This duty applies until the time the insurer agrees to issue you with insurance for the first time. It also applies where you are applying to renew, extend, vary or reinstate your insurance, up until the time the insurer agrees to this.

If you have made a statement and this changes before the end of the above relevant time you must tell us about this change before the time ends.

What happens if you breach the duty?

If you do not meet the duty, to the extent permitted by law, the insurer may reject or not fully, or only partly pay your claim. The insurer may also, or as an alternative, cancel your insurance or if the misrepresentation was fraudulent, treat it as if it never existed.

A misrepresentation made knowingly by you without belief in its truth or recklessly without caring whether it is true or false can be fraudulent.

How is it determined if there has been a breach of your duty?

A breach is determined having regard to all relevant circumstances.

Without limiting the above, the following matters may be taken into account in determining whether you have taken reasonable care not to make a misrepresentation:

- the type of this consumer insurance contract and its target market;
- explanatory material or publicity produced or authorised by the insurer e.g. advertising material;
- how clear, and how specific, were any questions asked by the insurer;
- how clearly the insurer communicated to you the importance of answering those questions and the possible consequences of failing to do so;
- whether or not an agent was acting for you; and
- whether the contract was a new contract or was being renewed, extended, varied or reinstated.

The insurer must also take account of any particular characteristics or circumstances about you which it was aware of, or ought reasonably to have been aware of.

DUTY OF DISCLOSURE – OTHER INSURANCE CONTRACTS

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.

TARGET MARKET DETERMINATION (TMD)

If you are interested in the Target Market Determination for your retail policy(s) you can access this via our online portal which provides access to the insurer TMD by policy class at <https://www.marsh.com/au/target-market-determinations.html>

GENERAL ADVICE WARNING

It is important that you understand and are satisfied 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.

FINANCIAL SERVICES GUIDE (FSG)

The JLT Public Sector Financial Services Guide can be downloaded at <https://www.marsh.com/au/financial-services-guide.html> and contains important information about us and the services we provide. You should read it carefully and make sure you understand it. If there is anything in the FSG that you do not understand, please contact us.

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.

COMPLAINTS PROCEDURES

retail clients who receive an FSG

If you are dissatisfied with our service in any way, in the first instance, please contact the Adviser servicing your account or our Complaints Officer on 61 3 9603 2338 or email complaints.australia@marsh.com. More information on our complaints procedure can be found in our Financial Services Guide.

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.