



Local Community
Insurance Services

2023

**ARTIST GROUP
GUIDANCE SHEET**





ABOUT: ARTIST GROUPS COVER

Local Community Insurance Services (LCIS) takes pride in supporting the arts community and arranges insurance coverage for various prominent art organisations across Australia and their members.

This document aims to provide a guide on Public and Products Liability insurance for artists' groups to clarify the scope of cover including activities that are likely to be considered acceptable for cover under this policy.

A Public and Products Liability policy can help protect you if you do something wrong and someone gets hurt, or there is damage as a result of your negligence.

It is important you have both Public & Products Liability under the one insurance policy. Some insurance providers only offer Public Liability, which means you are not covered for the products you sell:

Public Liability	Public Liability insurance is a type of insurance that provides coverage for the costs associated with damage or injury caused to a third party. This type of insurance is typically purchased by groups or individuals who interact with the public, and is designed to help protect against the financial risks associated with legal claims and compensation.
Product Liability	Product Liability insurance is a type of insurance that provides coverage for the costs associated with damage or injury caused by a product that has been sold or supplied. This type of insurance is typically purchased by manufacturers, wholesalers, and retailers to help protect against the financial risks associated with legal claims and compensation resulting from their products.

THIS POLICY HAS BEEN TAILORED FOR VARIOUS PEAK ART BODIES AROUND AUSTRALIA AND THEIR MEMBERS:

LIMITS OF LIABILITY

Public Liability	\$20,000,000 any one Occurrence
Products Liability	\$20,000,000 any one Occurrence and in the aggregate for all Occurrences during any one Period of Insurance

SUB-LIMITS OF LIABILITY

Property in Your Physical or Legal Control	\$250,000 any one Occurrence
--	------------------------------

This part of the policy will extend to cover you if you have borrowed a camera and you are negligent in causing damage. Please note that this policy does not cover you for the loss or damage of your own goods or hired equipment. You will need to take out your own separate Business Pack insurance to protect your items against fire, theft etc.

EXCESSES

The insured shall bear the first \$250 of each and every claim or series of claims arising out of any one Occurrence, except for North American exports where the excess is \$10,000 for any one occurrence.

SCOPE OF COVER

The policy is designed to provide coverage for independent visual artists and creators who make unique, handmade artworks and installations. It does not cover "commercial" work, such as that of commercial photographers, graphic designers and commercial signwriters.

List of activities/Art mediums that are likely to be considered acceptable for cover under this policy:		
Painting & Drawing	Murals/street art	Iron work (i.e. blacksmith)
Sculpture - made from any material	Mosaic	Artist books – handmade (Paper – bookbinding or making for example)
Dressmaking and Millinery, handmade Costume - handmade for performance/events	Multimedia digital work - usually displayed on screens	Art workshops. Workshops for children limited to 12 workshops a year with up to 10 children per class. Adults classes unlimited
Ceramics	Moving image, video, digital	Holding Exhibition of own Artworks
Glass works (glass artists/glass blowers)	Sound - not a composer, ephemeral or experimental	Working in an art studio
Paper works	Light/Projections - usually combined with digital work	Having open studio days for people to visit artists studio.
Photography, digital or analogue, hand-processed	Jewellery, hand-crafted, limited production	Artwork commissions
Printmaking	Leather work	Self-published artwork catalogues
Performance - often with objects. In a visual arts context (gallery, public space, ephemeral, spatial exploration; unticketed), rather than as an actor or dancer	Prints of artworks - artists will sell limited edition prints of their work, or images on cards, bags, shirts etc	Participating in art prizes Speak on an artist panel Participant in art exhibitions Participate in artist residencies
Installation - placement of objects in space. Objects may be collected from nature, reclaimed or new	Cake Designers	Selling artwork at local galleries and markets
Textiles - including handmade clothing, weaving, spinning, handcrafts, felting, batik	Furniture - handmade, usually wood	Selling art supplies - small scale, not importing goods
Traditional signwriting where it is handmade/bespoke, excluding commercial/large scale signwriters	Making objects from natural materials - weaving, shellwork	Location of workshops – schools, halls, dedicated art workshop spaces, home studio, businesses, leased premises, outdoors.
Working with fabricators and engineers to create art installations and moulds where required from artwork designs working with professional installers to install an artwork where appropriate.	Sending artwork to and from venues, nationally and sometimes internationally (transit insurance to be arranged separately)	Marketing Arts Practice – website, Facebook, art forums, local galleries and media opportunities

EXCLUDED ACTIVITIES/PRODUCTS/OCCUPATIONS

Excluded activities/products the policy does not cover:		
Any artist with an ABN other than a Sole Trader	"First Day" artists with little to no professional experience or training	Any artist employing staff. Contractors are acceptable as long as the contractors have their own insurance.
Any products which are mass-produced. This is intended for handmade/bespoke items	Artists whose work is deemed to be pornographic in nature	Engineering or manufacture of machines, vehicles, robots or parts of machines, vehicles or robots
Manufacture of childrens' goods/toys/clothing	Manufacture or installation of load-bearing structures	Manufacture of any sports/recreation equipment including bicycles
Manufacture of weapons of any kind	Manufacture of electrical goods	Any products which are imported directly by the member
Art therapists as their primary practice and the provision of mental health advice	Any participation with the public which includes devices, machines or is physically strenuous	Any installations involving the use of gas/smoke/fog machines
Project/production management for large scale artworks	Any business employing staff (the policy is intended for sole traders only)	Product design used by other companies to manufacture goods
Any activities which a reasonable person would agree is high risk for bodily injury or property damage	Commercial art galleries	Commercial photography
Feature film-making working with a filming crew	Drone/RPAS use	Activities that are primarily event management
An artist who is primarily a framer	An artist doing a "performance" involving participants doing breath work to induce "trance state"	An artist whose primary activity is selling art supplies
A dance floor manufacturer	Guitar pedal makers	Lighting installation at music events/festivals Installing lighting/large art works into hotels
Knives or weapon makers	Bicycle servicing including accessories	Sound and audio engineers
Guitar pedal makers	Furniture assemblers	Artists using fork lifts /scissor lifts over two meters from the ground level



ADDITIONAL ACTIVITIES

The following additional activities can be included where specified:		
Curating Exhibitions – Developing exhibition and program Curating Touring art exhibitions	Registrar – Artwork inventories, handling policies (accepting and returning artworks)	Conservator - Conservation of artwork or crafted items that has been damaged or need to be cleaned (evidence of this training needed upon application)
Curating – Developing a public program for a curated exhibition	Registrar – Provide basic valuations of artworks in a collection or managed register of work	Installer - Installation of artwork in a gallery or exhibition space
Curating – Gallery volunteer workshops for artwork handling and management	Registrar – Cataloguing and researching artwork housed in a gallery or collection	Arts Admin - Assist with Artist and Arts Organisation administration work and marketing

Note: If an artist requests additional cover for children’s workshops above and beyond the 12 covered, the policy can cover this on the following basis:

- If the artist is contracted by a school, and the teachers are present, we won’t count the workshop towards their limit of 12 per year
- A limit of 10 children per class still applies unless they have additional assistance

NEED COVER FOR YOUR ASSETS?

LCIS can also arrange a Business Pack policy that can cover your studio or workshop. This type of policy can help protect your assets and contents including tools, equipment, and stock, as well as cover any damage or loss that may occur due to unexpected events such as fire, theft, or natural disasters.

By getting a Business Pack policy, it can help have the peace of mind that your studio or workshop is covered.

To get a quote and protect your assets, download the application form via the LCIS website, complete the relevant sections, and return it to us via:

Post: Local Community Insurance Services, GPO Box 1693 Adelaide SA 5001
 Email: insurance@lcis.com.au
 Fax: 08 8235 6448

The above statements are issued as a matter of information only, and for full terms and conditions, you should refer to the policy wording. All cover is subject to the terms, conditions and exclusions of the policy.





CONTACT US:

T: 1300 853 800

E: insurance@lcis.com.au

W: localcommunityinsurance.com.au

Local Community Insurance Services (LCIS) is a division of JLT Risk Solutions Pty Ltd (ABN 69 009 098 864, AFSL 226 827) which is a business of Marsh McLennan.

This insurance is issued by Local Community Insurance Services (LCIS) a division of JLT Risk Solutions Pty Ltd (ABN 69 009 098 864 AFS Licence No: 226827) ("JLT") and is underwritten by Victor Insurance Pty Ltd (ABN 11 146 607 838) ("Victor Insurance") under an authority to bind cover on behalf of the insurer, QBE Insurance (Australia) Limited ("QBE"). In issuing and underwriting this insurance, LCIS and Victor Insurance act as agents of QBE and not as your agent. LCIS and Victor Insurance are related bodies corporate (as that term is defined in the Corporations Act 2001) and Victor Insurance is an Authorised Representative (No. 403803) and subsidiary of Marsh Pty Ltd (ABN 86 004 651 512, AFSL 238083) ("Marsh").

If LCIS cannot issue insurance to you as an agent of QBE because the underwriting information you have provided to LCIS means that the insurable risk falls outside of LCIS's binding authority, LCIS can instead arrange your insurance on the open market as your agent. In this instance, LCIS will be acting in a dual capacity, as an agent for QBE in collecting the information and then as your agent in arranging the insurance. LCIS will also be acting in such a dual capacity in circumstances where you have obtained multiple insurance policies through LCIS, where some of those policies have been issued by LCIS as agent of QBE and others have been arranged by LCIS as your agent.

By proceeding with this form, you consent to LCIS acting in both such capacities. Before LCIS arranges any insurance for you as your agent, it will seek your instructions to do so. All insurance coverage is subject to the terms, conditions and exclusions of the applicable individual policy.

The information in this document is provided as a summary only, is not intended to be comprehensive and does not form part of the insurance policy. To consider whether this insurance meets your requirements, please read the applicable policy wording. A full copy of the policy wordings and endorsements can be found on our website localcommunityinsurance.com.au under the Insurance Covers tab.

© 2023 JLT Risk Solutions Pty Ltd. All rights reserved. LCPA 23/061.
Published – 07/06/2023

