

## NAVA Premium Plus Membership Factsheet

NAVA provides a yearly membership package available to artists, craft practitioners, designers (where the design is non-structural in nature), conservators, installers, registrars, curators and arts administrators. The package includes seven types of insurance:

- Public liability - \$20,000,000
- Products liability - \$20,000,000
- Professional indemnity extension - \$5,000,000
- Property in custody or control - \$250,000
- Tenants liability - \$10,000,000
- Personal accident – up to \$1,000 per week
- Transit and exhibition insurance – opt in

### What does the policy cover?

Liability insurance is often a condition of undertaking public projects, working in certain spaces or if people visit your own office, studio or workshop. It ensures you are covered if another person is injured or their property damaged as a result of your negligence.

Primarily this insurance package is intended to cover you, the artist or arts worker:

- as occupier of an office, studio or workshop (either at home or in rented premises);
- as a consultant or contractor at various locations including galleries/exhibitions, events, festivals, market stalls and other locations.

It is important to note that this insurance policy only provides cover for your legal liability(ies).

### Am I eligible?

Premium Plus Membership is offered to artists and arts workers considered to be professional according to the criteria listed in the Professional Assessment Criteria document. You will need to lodge an application to be assessed to determine your professional status. See page five for the assessment process.

You must have an ABN or NZBN and be operating as a Sole Trader or Partnership. A 'Sole Trader' and a 'Partnership' are business structures recognised by the Taxation Office and commonly adopted by professional artists and arts workers.

You must be an Australian or New Zealand citizen or permanent resident to be eligible for insurance coverage. If you are not a citizen or permanent resident but have an ABN/NZBN and are living in Australia or New Zealand, please contact our office so that we can confirm whether you might be eligible.

## Types of insurance cover

Below are brief descriptions of the types of insurance and cover you will receive as a Premium Plus Member. However, as with any insurance product, you need to read and fully understand what cover you are being offered, and what exclusions or excesses may be involved so please contact [Local Community Insurance Services](#) for further details.

### Public liability

Public Liability Insurance is a form of insurance that provides protection from claims arising from injuries or damage to other people and property that may arise out of your negligence. For example, this is intended to cover the legal liability of curators who coordinate a public art exhibition or event, either where you are negligent or there is an allegation you have been negligent. Let's say an artwork falls off the wall and injures a member of the public. It may or may not be as a result of your action(s). The Public Liability policy will defend any allegation that you are legally liable and if you are found responsible, pay damages and legal expenses to the limit of the policy subject to the policy conditions.

#### *Teaching*

This policy is intended to cover artists and arts workers who may be teaching or passing on skills through classes or similar teaching sessions. The artist or arts worker may be contracted to facilitate these workshops at a school university, state institution, not for profit or private organisation or run by the artist or art worker in their own name. If classes or workshops are for adult participants there is no limit on the number that can be run. If classes or workshops are for children (under the age of 18) there is a limit of no more than 12 workshops per year with no more than 10 participants in each class.

#### *International cover*

If you are travelling abroad to undertake a residency, exhibition, lecture at a conference or undertake research this policy will cover you for these activities. This has a limited time period of three months or less for selected destinations. There are restrictions on this international cover that you would need to be aware of, we advise that you should confirm your overseas coverage with our broker prior to travel. Please be aware that this insurance policy is not valid in any capacity in North America (Canada and USA).

### Products liability

A 'product' is anything you make, manufacture, create, sell, resell, or supply. If through a negligent act resulting from the supply of the product a person is injured or their property damaged, a legal liability is created.

This policy covers your legal liability towards members of the public for an 'Act of Negligence' on your part caused by the manufacture or sale of your merchandise or products you sell or supply, leading to injury, sickness or death.

For example, if you are a ceramicist and you create a series of drinking cups and one of the cups has a rough edge that you may have forgotten to smooth, if a member of the public cuts their lip whilst using the object and seeks compensation, then this is when you can claim against your products liability coverage.

This policy may not cover any fault in the actual design of the product. There are no limits on the time which a Product Liability claim can be brought against a person. Unless you have a

current policy in force at the time that a claim is made, it is possible that you will not be protected. This policy also does not have the capacity to cover product recall.

## **Professional indemnity**

Professional Indemnity provides cover for the breach of professional obligations or advice given on a professional basis. For example, as a professional conservator contracted to work in a gallery or museum you may collaborate with other conservators to consult on the best treatment options for an object made of a variety of materials e.g. the treatment of an upholstered chair might bring together a textiles conservator and objects conservator. Defective advice given on the preservation treatment which results in damage to the article is an example of where the Professional Indemnity insurance would apply\*.

\*It is important to note that this policy does not cover 'inefficacy' where the conservator can claim they can reverse damage, stabilise, prevent degradation of artwork.

The Professional Indemnity extension only covers loss which results in bodily injury or property damage. It does not cover financial loss unless that financial loss results from the bodily injury or property damage. This means an allegation of lost income from a breach of intellectual property or breach of copyright by you (which is a financial loss) would not be covered by the Professional Indemnity extension. For example, if you are giving professional advice to someone who may rely upon it for financial gain or earning an income, like investment advice on buying the work of a particular artist, then the Professional Indemnity extension under the NAVA policy will not be suitable for you. A specific Professional Indemnity cover for your activities as an art advisor is required and you should contact Local Community Insurances for a quote in this area.

## **Property in physical or legal control**

This provides coverage for accidental damage or loss to another party's property that you are holding, such as equipment that you may have hired or borrowed. If, while the item is in your 'control', an action that you take accidentally causes loss or damage to this property, the policy will respond to a claim for an amount of up to \$250,000. The policy is extended to include property damage as a result of mishandling or mismanaging for an amount up to \$250,000.

For example, if you have borrowed a camera and you accidentally drop it causing damage, or you have borrowed some equipment which is kept in your studio and you forget to lock the door causing the equipment to be stolen. This part of the policy will only cover loss or damage to items that are not yours where that loss or damage has been caused by you, it does not provide general coverage against items in your possession whether they are owned by you or not.

## **Tenants liability**

If you are the tenant of a rental property where you are responsible for arranging insurance cover for your landlord's fitted carpets, fixtures and fittings under the terms of your rental or lease agreement, you may require this cover. This covers claims resulting from your control of a premise as either a tenant or owner. For example, you may be occupying a space as a tenant and you spill chemicals on the carpet which means it needs to be replaced. This can be claimed under Tenants Liability.

As noted, the policy will also cover legal costs provided that they are authorised by the Insurer in defending claims brought against you in the areas covered above. This is important

as you may not be responsible for the loss(es) claimed against you, but there would be legal fees in defending the matter. The Insurer will take control of the claim under the policy terms and fund the defense cost to protect you.

## **Personal accident**

This provides artists and arts workers with an income replacement mechanism if you are injured and cannot work due to this injury. The injury does not need to be sustained while working as an artist or arts worker, this is 24/7 cover. The Insurer will provide 100% of your average weekly income up to \$1,000 per week for a maximum period of 104 weeks following the injury, and with 7 days waiting period. This policy also provides a Death & Capital Benefit and a Funeral Benefit.

For example, as an installer you fall from a ladder while installing an artwork, break your leg and therefore are unable to work as an installer for several months. The Insurer would provide you with a replacement income based off your earnings from your ABN in the last two years averaged out into a weekly income at a maximum of \$1,000 per week.

Personal Accident insurance is not a replacement for health insurance, life insurance or travel insurance as it does not cover any medical costs, it only provides a replacement of income if you are unable to work. This policy does not cover cases where the insured is unable to work due to sickness.

## **What this policy cannot cover**

- This policy does not have the capacity to cover groups or organisations.
- This insurance package does not include Studio Contents insurance or coverage for loss or damage to your own artworks or goods.
- This policy does not have the capacity to cover commercial activities undertaken by artists or arts workers. A commercial activity is defined as being commissioned to produce work for a client who intends to make a profit from this work, an example would be graphic design or commercial photography. An artist or arts worker can hold a NAVA Premium Plus Membership and undertake commercial activities, but these activities will not be covered by the policy.
- This policy does not provide cover situations where the artist or arts worker is an employer of staff with specific obligations such as Workers Compensation. In these circumstances you will need separate explicit insurance advice.
- This policy does not extend to cover the actions of anyone other than yourself; the insured. However, the policy can extend to include up to three assistants (contracted or volunteer) who work causally with you on a project under your direction.
- This policy is not suitable for covering the activities of an art gallery.

## **Assessment process**

### **Application form**

In the application form available on the website please provide personal details and work or art practice details including an abbreviated curriculum vitae. If you are applying as a Partnership each partner must apply individually for the membership.

Once your application has been submitted you will be prompted to pay at the Checkout. Once your application has been submitted and paid for your application will be taken through the assessment process. Please allow 5-7 working days for your application to be assessed.

If for some reason your professional status is not confirmed, we will refund payment in full within 30 days. If you are successful, your information will be given to the insurance broker Local Community Insurance Services to confirm your coverage.

### **Renewal**

NAVA send notifications of expiry via email 30 days before expiry and, if membership is not renewed, on the day of expiry as well as 30 days after expiry. All renewing Premium Plus Members are required to fill in the form available on the website to set up their insurance for the next year. This is to ensure that we have the most up to date details regarding practice and business activities to confirm that the insurance package is still appropriate for the Member.

Please note that NAVA does not accept any liability for loss or damages suffered as a result of non-renewal or cancellation of insurance coverage due to any act or omission by the Member. Whilst NAVA will take all reasonable steps to notify members that their insurance has lapsed or is due for renewal, members are responsible for ensuring their policy is up to date and current. Members must also notify NAVA of any material changes to their circumstances.