

NAVA Premium Plus Membership Terms and Conditions

Professional obligations

Premium Plus Members of National Association for the Visual Arts (NAVA) are reminded of their obligation to adhere to:

- Relevant legislation relating to the Trade Practices Act.
- Legal obligations relating to small business management e.g. Workers Compensation; insurance and the moral and legal provisions of the Copyright Act.
- Australian Standards for workshop safety and Work Health & Safety legislation.
- Australian Standards for handling hot works.

Premium Plus Members of National Association for the Visual Arts (NAVA) are expected to:

- Conduct their business with integrity and honesty.
- Meet all their professional obligations to a high standard.
- Adhere to contractual agreements in their arts business practice.
- Adhere to the National Association for the Visual Arts Ltd Articles of Association available on the [About NAVA](#) page on the NAVA website.

Terms and guidelines

1. NAVA's Premium Plus Membership includes an insurance package specifically designed for professional artists and arts workers. This comprehensive insurance scheme, provided as part of the membership protects against claims that may arise from your 'negligence'. The insurance is arranged by the broker *Cover for Creatives* on behalf of the National Association for the Visual Arts, with Berkley Insurance Australia and Liberty as the insurers.
2. The NAVA Premium Plus Membership package includes:
 - Combined Professional Indemnity, Public and Products Liability Insurance:
 - o Professional Indemnity provides cover for the breach of professional obligations or advice given in the course of your work.
 - o Public Liability Insurance provides protection from claims arising from injuries or damage to other people and property that may arise out of your negligence.

- o Products Liability covers your legal responsibility if a product you create, sell or supply causes injury, sickness or death due to negligence on your part. This includes claims arising from the manufacture or sale of your merchandise.
- o Property Damage covers accidental damage to or loss of property that is either:
 - under your physical or legal care or control, or
 - in a rental space or studio you occupy.
- Personal Accident Insurance primarily provides you with an income replacement mechanism if you are injured and cannot work in your practice.

3. Personal Accident Insurance terms:

- 24/7 cover excluding time on any other employment other than the visual arts practice and excluding travel to and from such employment. The policy can be extended to cover travel and time on other employment for additional premiums.
- 100% of average of last one or two years earnings, at a maximum of \$1,000 per week paid for 52 weeks following an injury, with 7 days waiting period
- If accurate proof of earnings cannot be provided, the benefit will be \$350 per week paid for 26 weeks.
- Death and surgical benefits are detailed in the policy wording.
- Benefit period for people injured at ages 75-80 reduces to 26 weeks.
- Age 80+: Death and Capital Benefits apply (limited to \$250,000 for ages 80–89 and \$50,000 for 90+), but there are no weekly benefits, surgical benefits, or Cancer Benefits payable.
- Documentation would need to be provided to the insurance broker to process a claim including a medical certificate and tax returns as evidence of earnings.

4. The insurance policy **EXCLUDES**:

- Cover for loss and/ or damage to your personal goods. It is a policy that provides cover for your legal liability(ies).
- Aspects of risk that would arise where you are an employer of staff with other specific legal obligations, for example Workers' Compensation.
- Cover for any commercial business activities whether or not connected to a member's visual art or arts worker practice.

5. The insurance scheme includes coverage for:

- General Liability: \$20,000,000
- Products Liability: \$20,000,000
- Professional Indemnity: \$5,000,000 per claim and \$10,000,000 total for the insurance period (costs in addition).
- Property in your care, custody, or control: up to \$250,000.
- Excess:
 - o General & Products Liability: \$500 per occurrence
 - o Professional Indemnity: \$500 per claim.

- Personal Accident up to \$1,000 per week plus death and surgical benefits
6. The NAVA Premium Plus Membership insurance scheme will also assist in disputing false claims that may be made against you, on approval from the insurer. However you will need to be careful that you do not admit liability in any way that may affect your claim. For more detailed information please read the Premium Plus Factsheet available on <https://visualarts.net.au/shop/products/premium-plus/>
 7. To qualify for the Premium Plus Membership you will need to lodge an application. As part of your Membership application you will need to provide the following:
 - Full name
 - Personal contact and payment details.
 - Active ABN
 - A description of your professional practice.
 - An abbreviated curriculum vitae. (For visual art practitioners we require an industry standard artist CV)
 - Four images of your work.

Please note that if your Premium Plus application is declined a \$20.00 administration fee will be deducted from your refund.

8. Once the NAVA membership team has processed your application, your information will be given to the insurance broker Cover for Creatives. You will be notified of the dates of commencement and cessation of your Premium Plus Membership including your insurance cover, which will be valid for a 12-month period. Notification will occur via email ONLY. Assessment and notification can take five to seven working days.
9. While NAVA takes reasonable steps to notify members that their membership is due for renewal or has expired, it is the responsibility of members to ensure their membership is current. Members must use the online application form to renew their membership, including providing any updates to their practice that could affect their cover.. NAVA accepts no liability for loss or damage resulting from non-renewal or cancellation of cover due to any act or inaction by the member.
10. The Premium Plus Membership fee is non-refundable.
11. NAVA Premium Plus Memberships are assessed under set criteria. These can be viewed on the Premium Plus Membership page.
<https://visualarts.net.au/shop/products/premium-plus/>

Applicant Declaration

I acknowledge and agree that:

- I have read the terms and guidelines of the NAVA Premium Plus Membership and the factsheet as found on the NAVA website.
- Premium Plus insurance policy only covers:
 - My professional visual arts practice or my arts worker profession conducted by me as a sole trader/partnership/Pty Ltd/company;
 - It does not apply nor extend to any commercial business activities whether or not connected to my professional art or arts worker practice;
- I certify that to the best of my knowledge I have provided information and attached documents in this form, which are correct and discloses a full and accurate picture.
- I understand that if my application for Premium Plus Membership is declined, a \$20.00 administration fee will be deducted from my refund of the membership fee.