

Public & Products Liability and Professional Indemnity Insurance

Key Facts For Artist members of a·n

INTRODUCTION

This is a summary only. For definitive information on policy cover, terms and exclusions please refer to the insurers policy wording, a copy of which is available to be viewed or downloaded from the members area of the a-n website at www.a-n.co.uk.

NAME OF THE INSURERS

This insurance is underwritten by a consortium of insurers led by Royal & SunAlliance Insurance plc. A full schedule of insurers is listed in the Policy Wording or is available on request.

ELIGIBILITY

All individual registered Artist members of a-n The Artists Information Company who are normally resident in the United Kingdom, the Channel Islands or the Isle of Man will be automatically covered by this policy.

DURATION OF THIS INSURANCE

This policy will be effective for the period 01/04/2017 to 31/03/2018 inclusive and will cover all members who join or renew their membership in that period. The cover will continue until the membership period expires providing that this is not for a period longer than 12 months.

YOUR BUSINESS

This policy is only operative whilst an insured member is undertaking the following activities in connection with their practice of visual or applied art:

(a) the making, developing, designing, creating, preparing, installing, selecting, exhibiting, presenting, display and sale of any works of visual or applied art (including works made in collaboration with others and works not created by the member).

(b) the lecturing, teaching or demonstrating of visual or applied art including (but not limited to) workshops, residencies and community projects.

'Visual or applied art' includes but is not limited to painting, drawing, printmaking, photography, design, digital, moving image, time-based media, sculpture, ceramics, community arts, glassmaking, textiles, jewellery, mixed media, interactive arts, crafts, live art and physical performances.

POLICY COVER

This policy will provide you with

1. Public and Products Liability Insurance
2. Professional Indemnity Insurance

PUBLIC & PRODUCTS LIABILITY

Significant Features & Benefits of Cover

This policy provides cover in respect of legal liability for damages including claimant legal costs for;

- Accidental Injury to any person
- Accidental loss or damage to third party Property

happening during the period of insurance in connection with the Business.

The limit of indemnity provided is £5,000,000 for any one claim and in the aggregate in respect of all claims arising from the supply of any Product.

Significant Exclusions or Limitations

This policy does not cover

- 1 the first £250 of any claim arising from damage to third party property
- 2 Bodily Injury to any Person Employed
- 3 any activity undertaken more than 10 metres above ground or floor level
- 4 any work involving tattooing (whether permanent or temporary), body piercing, face painting or any other process involving the application of chemicals to any person
- 5 Damage to Property in the care, custody or control of the a-n Artist member
- 6 any work undertaken at power stations or nuclear installations/establishments, oil, gas or chemical refineries, bulk storage or production premises, airports (airside only) or railways (trackside only)
- 7 risks that require more specific insurance e.g. motor vehicles, watercrafts, aircrafts
- 8 fines, penalties or punitive damages of any kind
- 9 Pollution or contamination unless from sudden and accidental causes
- 10 the costs of repair, recall or replacement of defective products
- 11 liability for breach of professional duty or inadequate advice
- 12 i) the first £2,500
ii) asbestos
iii) pollution or contamination of any kind in respect of any claim brought that is subject to the jurisdiction of a court in the USA or Canada

Extensions To The Public & Products Liability Cover

Cross Liabilities (Member to Member Liability)

The policy extends to cover claims made between individual members, subject to the terms, conditions and exclusions of the policy.

Indemnity to Principals and Others

The policy will also provide an indemnity to any:

- Contract Principal
- Personal Representatives

providing that the claim would have been covered had it been made directly against the member.

Defence Costs

The policy will also cover Legal Defence Costs arising:

- from any prosecution of the member as a result of breach of the Health & Safety at Work Act 1974 or Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990 or any legislation of similar effect.
- out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity under this policy.

Compensation for Court Attendance

This policy will pay the member £250 for each day they are required to attend court as a witness at the request of the Underwriters.

Overseas Personal Liability

This policy will cover the member plus their accompanying spouse and dependent children for liability incurred in a personal capacity whilst visiting a country outside of the United Kingdom in connection with the Business.

PROFESSIONAL INDEMNITY

Significant Features & Benefits of Cover

Provides cover against civil liability claims made against the policyholder and notified to the insurer during the Period of Insurance as a result of any

- a) negligent act or negligent omission or breach of duty of care
- b) infringement of copyright and other intellectual property rights
- c) breach of confidence or misuse of any confidential information
- d) defamation

Also covered are the mitigating costs incurred in limiting or preventing such a claim.

The limit of indemnity is £5,000,000 and applies to all occurrences during the Period of Insurance and is inclusive of your own defence costs.

In addition, cover is also provided for

- Replacing, restoring or reconstitution of Documents (up to £50,000)
- Representation costs at hearings or tribunals (up to £50,000)

Significant Exclusions or Limitations

This policy does not cover

1. the first £250 of each and every claim
2. claims arising from work done under circumstances known to you prior to 1st April 2017 or the commencement date of continuous a-n Artist membership, whichever is the later
3. claims arising from circumstances known to you prior to the inception of the policy
4. any claim brought in a court of law in the USA or Canada or that is subject to US or Canadian law.
5. employment disputes
6. any claim that is more appropriately covered by a Employers', Public and Products Liability, Directors & Officers Liability, Motor, Marine or Aviation Insurance Policy
7. Fines, liquidated damages or penalties
8. claims arising from the provision of employee benefits
9. liability assumed under a contract that is wider than what would exist in the absence of the contract
10. claims arising from defective workmanship, or from a manufacturing defect of any goods or products supplied by you

Extensions To The Professional Indemnity Cover

Compensation for Court Attendance

This policy will pay the member £250 for each day they are required to attend court as a witness at the request of the Underwriters.

HOW TO MAKE A CLAIM

In the unfortunate event that you need to make a claim, please contact Hencilla Canworth as soon as possible. Contact details are listed below. ***Please note that late notification can lead to claims being repudiated.***

HOW TO MAKE A COMPLAINT

We are dedicated to providing you with a high standard of service and we want to ensure we maintain these standards at all times. If you feel that we have not offered you a first class service please contact us at the following address and we will do our best to resolve the problem:

David Pollard
Chief Executive
Hencilla Canworth Limited
Simpson House, 6 Cherry Orchard Road, Croydon, Surrey
CR9 6AZ

Tel: 020 8686 5050
Fax: 020 8686 5559

If you are unable to resolve the matter with us your complaint may be referred to your insurer.

If you are still dissatisfied you may be able to refer your complaint to

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0800 023 4567
Web: www.financial-ombudsman.org.uk

FINANCIAL SERVICES COMPENSATION SCHEME

Royal & SunAlliance Insurance plc and all other consortium insurers are members of the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the scheme if they are unable to meet its obligations to you under this contract. If you are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract.

Further information is available from

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU

Tel: 0800 678 1100
Web: www.fscs.org.uk

LAW APPLICABLE TO CONTRACT

English Law will be applicable to the contract of insurance between us, unless otherwise stated in your Policy's terms and conditions.

The language used in this Policy and any communication relating to it will be English.

DETAILS OF OUR REGULATOR

Hencilla Canworth Limited are authorised and regulated by the Financial Conduct Authority. Royal & SunAlliance Insurance plc and all other consortium insurers authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at www.fca.org.uk or the FCA can be contacted on 0800 111 6768.

ADDITIONAL INFORMATION

If you require any further information or wish to request a copy of the full policy wording – Please contact:

Hencilla Canworth Limited
Simpson House
6 Cherry Orchard Road
Croydon
Surrey
CR9 6AZ

Tel: 020 8686 5050
Fax: 020 8686 5559
e-mail: mail@hencilla.co.uk