

hencilla
canworth



ARTIST INSURANCE

POLICY SUMMARY



About Your Policy Summary

The following will be included in Your Policy according to the cover You have selected which is detailed in Your Policy Schedule.

This Summary is not exhaustive.

Some specific causes of Damage will be excluded, specific Property may be excluded and some cover will be subject to specific limits. These will be detailed in Your Policy Schedule and Policy Wording.

Your Excess in the event of a claim will be shown in Your Policy Schedule

Policy Summary

Your Policy is an annually renewable Commercial Combined Insurance, which is underwritten by Hiscox Insurance Company Limited

The information below provides a summary of the cover provided. For full terms and condition of the cover provided, please refer to Your Policy documents.

Full details of what cover You have chosen, including the Sums Insured and Limits of Liability will be shown in Your Quotation or Policy Schedule.

Cover is based on the insurable value of the Property and if the values that You declare are less than the full amount Your claim may be reduced.

For full Policy details and our full terms and conditions please read Your Policy Wording, which will be provided on completion of Your contract or at any time upon request.

Other Important Information

The Other Important Information section of this Policy Summary explains the following:

- Law and Language applicable to the Policy
- Financial or Trade Sanctions
- Our Complaints Procedure
- Financial Services Compensation Scheme

Making a Claim

We understand that claims form a critical component of Our offering the moment the Policy becomes tangible and We are relied upon to deliver upon Our commitment to You.

To report a claim, please contact:

Hencilla Canworth GI Ltd
Telephone: 020 8686 5050
Email: arts@hencilla.co.uk

Your Right to Cancel

If Your chosen Period of Insurance is greater than a month You have the right to cancel the insurance Policy within 14 days of receiving the Policy Documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that You will have received the Policy Document on the business day following the date it was posted to You by first class post or, if sent by e-mail, the day the e-mail was sent provided it was sent before 4pm (if sent after 4pm, it will be deemed that You will have received the Policy Document on the business day following the date it was sent).

If You do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in The Schedule and no liability whatsoever shall attach to the Insurers in respect of the Policy.

Please note that the above shall only apply in respect of the first Period of Insurance and not for subsequent renewals of Your Policy.

If You are cancelling Your insurance Policy after the 14 day cooling off period please refer to Your Policy Wording for details

How to make a complaint

Hencilla Canworth GI Limited aims to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service. If you have any concerns about your policy and wish to complain you should, in the first instance, contact us at

Hencilla Canworth GI Ltd
Telephone: 020 8686 5050
Email: arts@hencilla.co.uk

Alternatively, you can complain by contacting Hiscox Customer Relations.

Should you remain dissatisfied having received a final response you also have the right to refer your complaint to the Financial Ombudsman Service.

Full contact information for Hiscox and the Financial Ombudsman Service can be found in The Policy Wording.

| Artwork and Artists Materials: | |
|--|--|
| <p>Provides cover for Damage to Artists Materials, Artwork, Artwork Held in Trust, Artwork in Progress, Commissioned Artwork, Sold Artwork and Un-sold Completed Artwork</p> | |
| Features and Benefits | Significant Exclusions or Limitations |
| <p>Damage including loss and theft occurring during the Period of Insurance to Property stated in the Schedule</p> <p>Please see “Basis of Claims Settlement” in Your Policy Wording</p> <p>Conditions and Warranties</p> <ul style="list-style-type: none"> • Conditions that are bespoke to Your Business will be clearly shown in Your Schedule | <p>Please note that these exclusions apply to coverage:</p> <ul style="list-style-type: none"> • Standard Covers applicable will be shown in your Policy Schedule • Specific causes of loss may be excluded including but not limited to: <ul style="list-style-type: none"> - Explosion where internal pressure is due to internal steam only (but not domestic boilers) - Malicious Damage, Escape of Water and Theft in respect of Buildings that are Unoccupied • Unless endorsed on Your Policy as insured We will not cover Theft that does not involve forcible and violent entry or exit from Your Premises • If an alarm system is shown as a requirement of Your cover in your Policy Schedule, you may not be covered for the loss if you fail to set your alarm system in its entirety and maintain it in full working order and that contributes to the loss • If Your premises are unattended You may not be covered if all locks, bolts and other protective devices are not operative and/or all key are not removed from the Premises • Excludes loss of data • Terrorism is excluded • Civil Commotion in Northern Ireland is excluded <p>The Sum Insured You declare must be sufficient to reinstate the Property. If the value you declare, shown in the Policy Schedule, is less than 85% of the value of the Property Insured, Your claim may be proportionally reduced</p> |
| Section Extensions | |
| <ul style="list-style-type: none"> • Fire Extinguishment Expenses • Loss Minimisation and Prevention Expenditure • Replacement Locks • Trace and Access | <ul style="list-style-type: none"> • £25,000 any one Event • £25,000 any one claim • £5000 any one Period of Insurance • £15,000 any one Event |

| Studio and Studio Contents | |
|--|--|
| Features & Benefits | Significant Exclusions or Limitations |
| Provides cover for Your Studio Premises and Your business equipment: | |
| <p>Damage including loss and theft occurring during the Period of Insurance to Property stated in the Schedule</p> <p>Conditions and Warranties</p> <ul style="list-style-type: none"> Conditions that are bespoke to Your Business will be clearly shown in Your Schedule | <p>Please note that these exclusions apply to coverage for Buildings and business equipment:</p> <ul style="list-style-type: none"> Standard Covers applicable will be shown in your Policy Schedule Specific causes of loss may be excluded including but not limited to: <ul style="list-style-type: none"> Explosion where internal pressure is due to internal steam only (but not domestic boilers) Malicious Damage, Escape of Water and Theft in respect of Buildings that are Unoccupied Unless endorsed on Your Policy as insured We will not cover Theft that does not involve forcible and violent entry or exit from Your Premises If an alarm system is shown as a requirement of Your cover in your Policy Schedule, you may not be covered for the loss if you fail to set your alarm system in its entirety and maintain it in full working order and that contributes to the loss If Your premises are unattended You may not be covered if all locks, bolts and other protective devices are not operative and/or all key are not removed from the Premises Excludes loss of data Terrorism is excluded Civil Commotion in Northern Ireland is excluded |

| Features & Benefits | Significant Exclusions or Limitations |
|---|---|
| <p>Studio Equipment:</p> <p>If you have selected Machinery, Plant, Tools & Equipment, Computer Equipment & Accessories, Audio Visual, Film & Photographic Equipment or Furniture, Fixtures and Fittings & All Other Contents the following will be automatically included within Your Policy</p> | |
| <p>Standard Covers:</p> <ul style="list-style-type: none"> • Computer systems records. • Tenants improvements, alterations and decorations whilst in or on a Building • Reinstatement - Cover is on a 'as new' basis. | <p>If at the time of reinstatement the sum representing 85% of the cost which have been incurred in reinstating the Property exceeds the Sum Insured at commencement of the Policy, Your claim may be proportionally reduced.</p> |
| <p>Section Extensions</p> | |
| <p>Cover for:</p> <ul style="list-style-type: none"> • Deeds and other documents whilst temporarily removed from your premises • Property except Stock whilst temporarily removed from the Premises • Additional Metered Supply Charges • Capital Additions • Continuing Interest and Hire charges • Contract Works • Exhibition and Demonstrations – Property stated in the Schedule whilst temporarily removed from the Premises to an exhibition or demonstration • Fire Extinguishment Expenses • Landscaping and Garden Restoration • Loss Minimisation and Prevention Expenditure • Moulds Tools and Dies at Premises not occupied by You including when in transit. • Replacement Locks • Theft Damage to Buildings • Trace and Access costs • Unauthorised Use of Utilities | <ul style="list-style-type: none"> • Cover is limited to 10% of sum insured shown in the schedule • Excluding computer systems records & property that is otherwise insured • Cover is limited to 10% of sum insured shown in the schedule. • Excluding motor vehicles and motor chassis licenced for normal road use • Excluding property not belonging to You other than Machinery • Cover is limited to £25,000 • Excluding all and any claims where following discovery no remedial action is taken with 7 days of the Event of Damage • Cover is limited to 10% of the Sum Insured or £500,000 in the aggregate, whichever is the lesser • Cover is limited to £10,000 • Cover is limited to £150,000 in respect of any Event of Damage and We shall not be liable for the first £1,000 of each and every loss • Cover is limited to £10,000 during any one Period of Insurance • Excluding Theft arising from non-forcible or violent entry or exit from the exhibition premises. • Cover is limited to £25,000 in respect of any Event of Damage • Cover is limited to £25,000 in respect of any Event of Damage • Cover is limited to £25,000 any one claim • Cover is limited to £10,000 any one claim • Cover is limited to £5,000 during any one Period of Insurance. • Cover is limited to £25,000 in the aggregate during any one Period of Insurance • Cover is limited to £15,000 in respect of any one Event of Damage • Excluding any cost of repairs to any fixed domestic water service or heating installation • Cover is limited to £10,000 in the aggregate during any one Period of Insurance |

| Features & Benefits | Significant Exclusions or Limitations |
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| <p>Buildings:</p> <p>If you have selected the optional Buildings including Landlord's Fixtures & Fittings cover then the following will be automatically included within Your Policy</p> | |
| <p>Standard Covers:</p> <ul style="list-style-type: none"> • Buildings • Landlords fixtures & fittings • Glass Breakage • Outside buildings, extensions, gangways & annexes • Walls, gates, fences, yards, driveways, car parks, forecourts, roads and footpaths • Conveyor trunk lines, wires, services, pipes & other equipment on the premises, • Security lighting, security cameras and other security or fire protection devices, • Fixed signs, television radio and satellite receiving aerials, communication aerials, and masts fixed to the building. | <p>Please see exclusions to Standard Covers in Your Policy Wording/Schedule</p> |

Money:

Provides cover for loss of Your Business Money from any of the following circumstances

| Features and Benefits | Significant Exclusions or Limitations |
|---|---|
| <p>Standard covers:</p> <ul style="list-style-type: none">• Money at Your Premises, in Transit or in a Bank Night Safe• Money kept in a locked safe or strong room in the Business Premises outside of Business Hours• Money in Your private residence or that of an Insured Person• Any other Money at Your premises not in a locked safe outside Business Hours• Non negotiable Money – <p>Personal Injury:</p> <p>Provides cover for any Insured Person in respect of Bodily Injury sustained in the course of Your Business arising from assault following Theft or Attempted Theft</p> <ul style="list-style-type: none">• Death Benefit• Loss of one or more Limbs or Eyes• Permanent Total Disablement from any gainful employment for which suited by training, education or experience• Temporary Total Disablement from usual occupation• Medical Expenses necessarily incurred | <p>ARTIST INSURANCE – ABOUT YOUR POLICY</p> <ul style="list-style-type: none">• Cover limits are shown in Your Policy Schedule• Cover limits are shown in Your Policy Schedule• Cover is limited to £500 for any one Event• Cover is limited to £500 for any one Event• Cover is limited to £250,000 for any one Event.• Some specific causes may be excluded – please see your Policy Wording/Schedule• Riot & Civil Commotion in Northern Ireland is excluded• Damage to Data is excluded• Terrorism is excluded• If you Premises are unattended you may not be covered if all locks, bolts and other protective devices are not operative <p>and or</p> <ul style="list-style-type: none">• All keys are not removed from the premises• If an alarm system is shown as a requirement within your cover in your Policy Schedule you may not be covered for loss of money if you fail to set your alarm system in its entirety and maintain it in fully working order and that contributes to the loss <ul style="list-style-type: none">• £25,000• £25,000• £25,000• £100 per week or as shown in Your Policy Schedule or 1/52nd of annual salary, whichever is the lesser• 15% of benefit paid Death, Loss of one or more Limbs or Eyes, Permanent Total Disablement & Temporary Total Disablement in respect of medical expenses necessarily incurred by treatment of the Insured Person.• The benefits are not payable to persons below the age of 16 or when they attain the age of 80. |

| Section Extension | |
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| <ul style="list-style-type: none"> Company Credit Cards – losses incurred following theft by a third party not being an Insured Person Theft by Employees – losses incurred following theft of Money arising from any act or fraud or dishonesty by and Insured Person Keys – cover for replacement of keys of lock mechanisms or safe or strong rooms following theft of keys by force or violence Personal Effects – cover for Damage to clothing and personal effects (other than motor vehicles) of any Insured Person following Theft Vending Amusement and Gaming Machines | <ul style="list-style-type: none"> Cover is limited to £1000 in any one Period of Insurance Any losses to be reported to police and the issuer within 24hrs of discovering the loss. Cover is limited to £5,000 in any one Period of Insurance Cover is limited to £5000 any one event and not exceeding £10,000 in any one Period of Insurance Cover is limited to £250 per person Cover is limited to £250 any one event |

Glass:
Provides cover for Damage to Glass & Fixed Signs from any of the following circumstances

| Features and Benefits | Significant Exclusions or Limitations |
|---|--|
| <p>Standard Covers - Glass:</p> <ul style="list-style-type: none"> Breakage of fixed glass and sanitary ware Reasonable boarding up costs <p>Standard Covers: Fixed Signs</p> <ul style="list-style-type: none"> Damage to any sign fixed on the exterior or outside and in the immediate vicinity of the Premises | <ul style="list-style-type: none"> Arising from fire, lightning or explosion Occurring during removal or installation or arising out of repairs or alterations being carried out at the Premises Arising in connection with Theft of Attempted Theft unless covered under the Contents Section of the Policy Any item flawed or broken at the commencement of this Policy In any portion of the Buildings which are Unoccupied Wear and tear, action of light or atmosphere, moths, vermin or insects Cleaning, dyeing, restoring, adjusting or repairing Corrosion, dampness, dryness, wet or dry rot, marring, scratching, bruising or deterioration Erection, fitting, installation or removal Breakdown, adjustment, maintenance or repair |

| Section Extension | |
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| <ul style="list-style-type: none"> Damage to frames or framework following breakage The necessary cost of removal or replacement of fixtures and fitting The cost of replacing alarm foil lettering, painting, embossing, silvering or other ornamental work on glass The reasonable cost of boarding up the aperture pending replacement of any Glass | |

| Business Interruption: | |
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| This cover protects you against the financial consequences of damage to your insured Premises, caused by an Event covered under the Artwork and Artists Materials Section or the Studio & Studio Contents Section | |
| Features & Benefits | Significant Exclusions or Limitations |
| <p>Standard Covers:</p> <p>Loss or Damage caused by an Event covered under the Artwork and Artists Materials Section or the Studio and Studio Contents Section</p> <p>Loss of Gross Profit</p> <ul style="list-style-type: none"> • Occurring during the Period of Insurance as a consequence of interruption to the Business caused by an insured Event • Plus increased costs of the business to mitigate the reduction in turnover (subject to the increased costs amount not exceeding the amount of turnover earned) <p>The indemnity Period chosen by you</p> <p>The Indemnity Period starts when the loss or Damage occurs and ends when the Business trading position ceases to be affected by it.</p> | <ul style="list-style-type: none"> • Standard Covers applicable will be shown in your Policy Schedule • Some Standard Covers do not apply to Unoccupied Premises • Unless endorsed on Your Policy as insured We will not cover Theft that does not involve forcible and violent entry or exit from Your Premises Excludes loss of data • Terrorism is excluded • Civil Commotion in Northern Ireland is excluded • Communicable Disease is excluded <p>If the Sum Insured selected is less than the full insurable amount Your claim may be reduced.</p> <p>24 month Indemnity Period as standard but longer Indemnity Period available on request</p> |
| Section Extensions | |
| <p>Losses arising from loss or damage occurring at premises in the UK</p> <ul style="list-style-type: none"> • Suppliers and Customers • Contract Sites – interruption to Your Business in consequence with Damage at any location where you are carrying out a contract • Exhibition Sites • Public Utilities – where you obtain gas, electricity or water supply • Property Stored – where you store property or documents <p>Additional Extensions</p> <ul style="list-style-type: none"> • National Lottery • Compulsory Closure • Bomb Scare or Unlawful Occupation • Book Debts • Patterns & Moulds • Transit | <ul style="list-style-type: none"> • Cover is limited to £100,000 any one occurrence • Cover is limited to £100,000 any one occurrence • Cover is limited to £100,000 any one occurrence • Cover is limited to £100,000 any one occurrence • Cover is limited to £100,000 any one occurrence • Cover is limited to £100,000 any one occurrence • Cover is limited to £25,000 any one Period of Insurance • Cover is limited to £100,000 any one occurrence • Excludes Northern Ireland • Excludes Eviction Costs • Excludes where the disruption is under 48 hours • Cover is limited to £10,000 any one occurrence • Cover is limited to £100,000 any one occurrence • Cover is limited to £100,000 any one occurrence |

| Liability Section | |
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| Features & Benefits | Significant Exclusions or Limitations |
| Employers Liability: | |
| Provides protection against your legal liability for Damages and legal costs arising from Injury to any person employed by you in the course of their employment in Your Business | |
| <p>Standard Cover:</p> <ul style="list-style-type: none"> Bodily Injury caused to an Employee during the Period of Insurance within the Territorial Limits. Bodily Injury is defined as: physical or mental injury including death, illness, disease, mental anguish or shock but not defamation Cover for Employees temporarily working within the European Union | <ul style="list-style-type: none"> Limit of indemnity £10,000,000 for any one event (restricted to £5,000,000 in respect of Terrorism and Asbestos). The Policy includes the claimants costs and expenses within the Limit of Indemnity <p>Indemnity does not apply in respect of:</p> <ul style="list-style-type: none"> Injury for which you are required to arrange motor insurance in accordance with the Road Traffic Act within the European Union Offshore Activity |
| Public & Products Liability: | |
| Provides cover for your legal liability for damages arising out of accidental injury to any person or accidental loss or damage to third party property | |
| <p>Standard Cover:</p> <p>Public Liability</p> <ul style="list-style-type: none"> Accidental Bodily Injury to any person, or Accidental Damage to Property Wrongful arrest, wrongful detention, false imprisonment or malicious prosecution <p>Occurring during the Period of Insurance within the Territorial Limits in connection with Your Business</p> <ul style="list-style-type: none"> Contingent Motor Liability Pollution Clean Up Costs <p>Products Liability</p> <ul style="list-style-type: none"> Accidental Bodily Injury to any person or Accidental Damage to Property <p>Occurring during the Period of Insurance anywhere in the world and caused by or arising from any Product supplied</p> | <ul style="list-style-type: none"> Minimum Limit of Liability provided for Public Liability is £1,000,000 for any one event. Higher limits can often be provided on request. The Limit of Liability shall not exceed £2,000,000 in respect of Terrorism. The Limit of Liability shall not exceed £1,000,000 in respect of Communicable Disease The Policy will compensate for claimants costs and expenses in addition to the Limit of Liability Cover is limited to £100,000 and is deemed to have occurred the Period of Insurance and is the total amount payable. Minimum Limit of Liability Provided for Products Liability is £1,000,000 for any one event and in the aggregate in respect of all Events during any one Period of Insurance The Limit of Liability shall not exceed £2,000,000 in respect of Terrorism The Limit of Liability shall not exceed £1,000,000 in respect of Communicable Disease The Policy will compensate for claimants costs and expenses in addition to the Limit of Liability |

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| | <p>Public and Products liability exclude legal liability:</p> <ul style="list-style-type: none"> • Arising from risks that require more specific insurance ie. Motor, marine etc. • arising in connection with advice, design or specification provided for a fee • cost of replacing or making good faulty, defective or incorrect workmanship or Products Supplied • for injury to employees • arising from loss or damage to property in your custody or control • arising from abuse of any nature • caused by pollution other than sudden and unintended pollution. • caused by or arising from any Product Supplied which to Your knowledge is for use in or supply to the United States of America or Canada unless agreed by Insurers • arising from contractual liability for product • fines and penalties • nuclear risks • war risks • fear of contracting asbestos related diseases • cost of removing, repairing and managing asbestos present in buildings • Other specific events may be excluded by endorsement. |
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Professional Indemnity:

Provides cover for an aggregate indemnity limit during the policy period for all claims and defence costs for any civil liability arising out of the conduct of Your Business

| Features & Benefits | Significant Exclusions or Limitations |
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| <ul style="list-style-type: none"> • Claims made in respect of any negligent act error or omission arising out of the conduct of the Insured • Costs incurred in defending a claim • The costs of replacing/restoring documents in your custody or control which may be lost or damaged • Acts of self-employed persons or former employees • Claims made due to dishonesty of your employees | <ul style="list-style-type: none"> • Cover provided by more specific insurances such as Employers or Public Liability • Claims made by entities in which you have a controlling interest • Liability assumed under an agreement • Supply of goods • Bodily injury or property damage • Fines or penalties • Nuclear and war risks • Asbestos and/or pollution • Financial Services • Claims or circumstances that should have been reported to a previous policy • Business conducted or claims made outside of the UK or EU |

Personal Accident:

Provides cover for an Insured Person suffering Bodily Injury occurring as a consequence of an Accident during the course of the OperativeTime

| Features & Benefits | Significant Exclusions or Limitations |
|--|--|
| <ol style="list-style-type: none"> 1. Accidental Death 2. Loss of one or botheye(s) 3. Loss of one or morelimb(s) 4. Loss of hearing in both ears 5. Loss of hearing in one ear 6. Loss of Speech 7. Permanent Total Disablement 8. Temporary Total Disablement 9. Hospital Benefit <ul style="list-style-type: none"> • Operative Times of either: <ul style="list-style-type: none"> - Occupational Only - 24 Hour | <ul style="list-style-type: none"> • Please see Your Policy Schedule for CoverLimits • Benefit shall not be payable under more than one of benefits 1 – 7 in respect of the same injury or same period of disablement, except that payment may be made under benefit 8. • Benefit 7 shall be payable only on certification by a medical referee of permanent total disablement as defined in the Schedule applicable to this Section and not before the expiry of 52 consecutive weeks disablement. • Bodily Injury resulting from an Insured Person taking part in or practicing for: <ol style="list-style-type: none"> (a) abseiling, boxing, caving, hunting, ice hockey, judo, martial arts, polo, potholing, professional sports, sub aqua diving, water skiing, winter sports or wrestling (b) flying and aerial activities or any kind other than as a fare paying passenger in a properly certified multi engine passenger carrying aircraft or helicopter flown in the course of licenced operations (c) mountaineering or rock climbing which would normally necessitate the use of ropes or guides (d) racing of any kind other than on foot or swimming or (e) engaging in or taking part in armed forces service or operations (f) a motorcycle (as driver or passenger) other than under 250c.c and when the driver is duly qualified and is possession of a current UK driving licence and both driver and passenger wear safety helmet(s) and appropriate clothing • Bodily Injury sustained while under the influence of or due wholly or partly or directly or indirectly to the taking of drugs other than drugs taken as prescribed by a qualified registered medical practitioner but not for the treatment of drug addiction. |

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