

AIR Member's Public and Products Liability Insurance

Policy Summary

INTRODUCTION

This is a summary of cover only. Please refer to the policy wording for full details of the policy cover, exclusions, terms and conditions.

ABOUT THE POLICY

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 members of a-n The Artists Information Company's AIR (Artists Interaction and Representation) scheme will automatically be covered by this policy.

DEMANDS AND NEEDS

This policy meets the demands and needs of individuals working as visual or applied artists requiring insurance against their legal liabilities to pay compensation arising out of injury to third parties and damage to third party property.

DURATION OF THIS INSURANCE

This policy will be issued for the period 1st November 2015 to 31st March 2017, both dates inclusive. The policy covers incidents occurring during this period of insurance.

AIR members will be informed immediately by a-n The Artists Information Company if the policy is cancelled or withdrawn at any time in the future.

YOUR BUSINESS

This policy is only operative while you are undertaking the following activities in connection with your 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 you).

(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.

TERRITORIAL LIMITS

You will be insured within Great Britain Northern Ireland the Channel Islands or the Isle of Man and while temporarily engaged in Business outside these territories.

POLICY COVER

This policy will provide you with Public and Products Liability Insurance.

POLICY EXCESS

You will be responsible for paying the first £250 of any claim for damage to third-party property arising from work undertaken on third-party premises. Claims brought in a court of law in North America will be subject to an excess of £2,500.

KEY FEATURES 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 any one claim (any one period in respect of Products liability)

POLICY EXTENSIONS

Cross Liabilities (Member to Member Liability)

The policy extends to cover claims made between individual AIR 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 AIR member.

Defence Costs

The policy will also cover Legal Defence Costs arising:

- from any prosecution of the AIR 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 AIR member £250 for each day they are required to attend court as a witness at the request of the Underwriters.

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.

PRINCIPAL EXCLUSIONS

This policy does not cover

- 1 Bodily Injury to any Person Employed
- 2 any use of applied heat, fire or pyrotechnics away from your studio or normal workspace other than the use of domestic appliances, pottery ovens, kilns, flash paper, flash cotton or flash string
- 3 any activity undertaken more than 10 metres above ground or floor level
- 4 the creation and installation of public artworks after the point of handover of the work to the commissioner (does not apply to Products Liability)
- 5 any work involving tattooing (whether permanent or temporary), body piercing, face painting or any other process involving the application of chemicals to any person
- 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 Damage to Property in the custody or control of the AIR Member
- 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) punitive damages
ii) asbestos
iii) pollution or contamination of any kind in respect of any claim brought in North America

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:

Managing Director
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

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