



Public & Products Liability and Professional Indemnity Insurance

Policy Summary for members of the Scottish Artists Union

Introduction

This is a summary only. For full information on policy cover, terms and exclusions, please refer to the policy wording, a copy of which is available at

www.hencilla.co.uk/unions/sau/liability-insurance

If you have any questions with regards to this insurance policy please contact

Hencilla Canworth GI Ltd

Tel: 020 8686 5050

e-mail: artists@hencilla.co.uk

Identity Of The Insurer

This policy is underwritten by

Hiscox Insurance Company Ltd (Hiscox)

22 Bishopsgate

London

EC2N 4BQ

The policy number is 8541737.

Hencilla Canworth GI Ltd (Hencilla) manages the policy.

Eligibility

This policy provides cover to all current members of the Scottish Artists Union that are resident in the United Kingdom, the Channel Islands or the Isle of Man and whose membership commenced during the policy period.

Cover is also provided to

- a limited company where the member is the sole employee & director other than one additional director who is a family member and engaged in clerical duties only

Policy Period And Duration Of Insurance

The policy period runs from 1st April 2024 to 31st March 2025.

Policy Cover

This policy will provide you individually with Public & Products Liability and Professional Indemnity insurance as illustrated herein.

Demands And Needs

This policy meets the demands and needs of individual eligible members undertaking an insured business activity who require insurance against their legal liability to pay compensation arising out of injury to third parties and/or damage to third party property and/or arising from a negligent breach of their professional duty.

What Is Covered – Insured Business Activities

This policy provides cover for claims arising from activities undertaken in connection with an individual artistic practice in the preparation, lecturing, teaching, public display and sale of fine art and applied art.

Cover includes but is not limited to the participation in exhibitions, open studio events, displays involving live non-static physical performance, work undertaken in community settings, socially engaged practice and participatory art.

Public And Products Liability

What Is Covered – Key Features

If, as a result of any insured business activity, any party brings a claim against you for

- a) bodily injury or property damage occurring during the period of insurance or
- b) personal injury or denial of access committed during the period of insurance,

Insurers will indemnify you against the sums you have to pay as compensation. This includes a claim against any employee when they are acting on your behalf in whatever capacity. Insurers will also pay defence costs but will not pay costs for any part of a claim not covered by this section.

Claims against principals

If, as a result of your Business, any party brings a claim against any party with whom you have entered into a contract or agreement in connection with your Business; and you are liable for that claim, Insurers will treat such claim as if it had been made against you and make the same payment to such party that they would have made to you subject to the terms of the policy.

Additional Cover

This policy also includes claims for:

- Abuse or molestation claims
- Overseas personal liability
- Cross liabilities
- Criminal proceedings costs
- Loss of third-party keys
- Failure to secure third-party premises
- Unauthorised use of third-party telephones by your employees
- Cover for Defective Premises Act liability
- Court attendance compensation

Please refer to the Policy Document for full details of these covers.

Products exported to North America

Insurers will indemnify you in respect of product exports to North America.

However, this does not apply to any liability arising from

- any hold harmless agreements, vendors liability or subrogation waivers or
- pollution, contamination of buildings or other structures or of water or land or the atmosphere

happening in North America or where a claim is brought in a court of law in North America.

How Much Will Insurers Pay

Insurers will pay up to £5,000,000 limit of indemnity for each actual or threatened claim plus defence costs.

Lower limits apply to claims against you for

- Abuse or Molestation
- claims brought in USA or Canada

see the Policy Document for full details.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in your work will be regarded as one claim.

What Is Not Insured

Insurers will not make any payment for any claim or part of a claim or loss directly or indirectly due to:

- 1) Loss or damage to property belonging to you or which is in your care, custody or control. This does not apply to
 - a) vehicles or personal effects belonging to your employees or visitors, while on your premises;
 - b) premises, including their contents, which are not owned or rented by you, where you are temporarily carrying out your business;
 - c) premises rented to you, for loss or damage not insurable under property insurance policies and for which you would not be liable other than by the lease or other agreement;
 - d) loss of a third-party's keys or electronic pass cards
- 2) The ownership, possession, maintenance or use of any aircraft or other aerial device, drone, hovercraft, self-balancing motorised scooter, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to

- a) any tool of trade or
 - b) the loading or unloading of any vehicle off the highway.
- 3) Bodily injury to any employee; or person supplied by you to a client under contract which occurs anywhere other than at your premises.
 - 4) Pollution
 - a) of buildings or other structures or of water or land and or the atmosphere; or any bodily injury or property damage directly or indirectly caused by pollution; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance
 - b) occurring in the United States of America or Canada.
 - 5) Cyber incidents
 - 6) Professional advice designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice prepared or given by you. The provision of or failure to provide any treatment or care of a person or animal, other than the provision of first aid in connection with your Business.
 - 7) Tour operator's liability
 - 8) The costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts.

- 9) any products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products.
- 10) The failure of any of your products or any service, process or system provided or managed by you to perform the function or serve the purpose for which it was intended.
- 11) Deliberate or reckless acts.
- 12) The actions of any person supplied by you to a client under contract.
- 13) Your liability under any contract which is greater than the liability you would have at law without the contract.
- 14) Terrorism, war or nuclear risks
- 15) Any actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data.
- 16) Asbestos risks.
- 17) That part of any claim where your right of recovery is restricted by any contract.
- 18) Fines and contractual penalties, punitive or exemplary damages.
- 19) Use of pyrotechnics or explosives other than flash paper, flash cotton or flash string
- 20) Any activity undertaken more than 10 metres above ground level or floor level
- 21) Any work involving tattooing (permanent or temporary), body piercing, face painting or any other activity involving the application of chemicals to the body of any person
- 22) The claims excess stated in the Policy Schedule

Use of Heat Conditions

When **you** undertake any work involving the use of blow lamps, blow torches, flame guns, hot air guns, electric gas or other welding equipment or portable grinding equipment, **you** must ensure that:

- a. all blow lamps, blow torches, flame guns and hot air guns are to be lit in strict accordance with the manufacturer's instructions, not left unattended when lit and extinguished immediately after use;
- b. the area in which the work is to be carried out, including adjoining shafts or openings and the area on the other side of any wall or partition, is to be inspected to establish whether any combustible material, other than the property to be worked upon, is in danger of ignition either directly or by conduction of heat;
- c. wherever practicable, all combustible material is to be removed to a distance of not less than 10 metres from the point of work and such material which cannot be removed is to be covered by overlapping

sheets of non-combustible material or afforded equivalent protection;

- d. suitable fire extinguishing appliances are to be kept available for immediate use at the point of work;
- e. all portable grinders are to be switched on and used in strict accordance with the manufacturer's instructions and switched off when unattended and immediately after use;
- f. a person who is competent in the use of fire extinguishing appliances is to be appointed to act as a firewatcher in conjunction with the operative using the equipment and to remain in attendance until use of all such equipment has ceased and all torches have been extinguished and all portable grinders switched off, however this does not apply if **you** are a sole trader;
- g. wherever practicable, gas cylinders not in use are to be kept outside the building in which the work is taking place or otherwise kept at least 15 metres from the point of work; and
- h. immediately following completion of each period of work and during the period of not less than thirty minutes following completion of each period of work, a thorough and continuous check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out, including adjoining shafts or openings and the area on the other side of any wall or partition.

Claims procedure

You must notify Insurers promptly of any claim or anything which may give rise to any claim against you.

You must notify Insurers immediately and in any event within seven days of any claim for bodily injury or abuse or molestation. At Insurers request, you must confirm the facts in writing within 30 days with as much information as is available.

You should make this notification directly to

artists@hencilla.co.uk &/or liability.claims@hiscox.com

or by post to:

UKSC Liability Claims,
The Hiscox Building,
Peasholme Green,
York
YO1 7PR.

When dealing with a third party, you must not admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. If you do, we may reduce any payment we make under this section by an amount equal to the detriment that we have suffered as a result.

Professional Indemnity

What Is Covered – Key Features

Insurers will indemnify you if you have to pay compensation if, as a result of your business, any party brings a claim against you for

- a) negligence or breach of duty of care
- b) negligent misstatement or negligent misrepresentation
- c) infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing off
- d) breach of confidence or misuse of any information, which is either confidential or subject to statutory restriction in its use
- e) defamation
- f) dishonesty of your individual partners, directors or employees, or sub-contractors directly under your supervision
- g) any other civil liability not otherwise excluded by the policy

Insurers will also pay defence costs.

In some circumstances where there is a dispute with your customer, to avoid a potential claim under this cover, insurers will pay to you amounts owed to you by your customers.

Insurers will also cover the costs of restoring or replacing vital documents of yours that is required for the running of your business that has been lost, damaged or destroyed.

How Much Will Insurers Pay

Insurers will pay up to a maximum of £5,000,000 in respect of all claims made under this section including defence costs.

Retroactive Date

Insurers will not make any payment for any claim or part of a claim or loss directly or indirectly due to or arising from work done by you prior to the earlier of:

- a. 1 April 2017 or the commencement of continuous eligible a-n membership, whichever is later; or
- b. the date from which you have continuously held professional indemnity insurance for the business covered by this policy.

What Is Not Insured

Insurers will not make any payment for any claim or part of a claim or loss directly or indirectly due to:

- 1) financial advice, surveys or valuations, operation or administration of pension or employee benefit schemes, the sale or purchase of any stocks, shares or securities or any breach of taxation, competition or restraint of trade legislation
- 2) pollution
- 3) cyber incidents

- 4) discrimination or harassment unless arising directly from your breach of a duty of care in the performance of an insured business activity
- 5) death or bodily or mental injury
- 6) the ownership of any land or building, any animal, any aircraft, any watercraft or any motor vehicle
- 7) loss or damage to any tangible property
- 8) computer or digital technology errors
- 9) any personal liability attaching to any director or officer of yours
- 10) the sale, supply, manufacture, installation or maintenance of any product
- 11) any deliberate or reckless act, breach or infringement
- 12) any pre-existing problems known prior to cover being taken out
- 13) any liability under a contract that is greater than the liability that would have applied without the contract
- 14) employment disputes
- 15) infringement of patents or the misappropriation of trade secrets
- 16) act of passing off, unauthorised use of another trademark, name or logo, in relation to your advertising or branding
- 17) claims brought in courts in the United States of America or Canada, or that are subject to US or Canadian law

Claims procedure

Insurers will not make any payment under this section unless you notify them of the following promptly and within the period of insurance, or at the latest within 14 days after it expires for any problem you first become aware of in the seven days before expiry:

- a. your first awareness of anything, including any actual or alleged shortcoming in your work, which is likely to lead to a claim against you. This includes any criticism of your work even though regarded by you as unjustifiable.
- b. any claim or threatened claim against you;
- c. your discovery, or the existence of reasonable grounds for your suspicion, that any partner, director, employee, sub-contractor or outsourcer has acted dishonestly;

When dealing with your client or a third-party, you must not admit that you are liable for what has happened or make any offer, deal or payment, unless you have insurers prior written agreement. If you do, insurers may reduce any payment they make under this policy.

Additional Information

General Contract Disclosure

You will not receive any advice or recommendations in respect of this insurance. This cover is provided to qualifying members of a-n The Artists Information Company (a-n) with Hiscox being selected and agreed as the Insurer by a-n. Hencilla receives a commission from Hiscox for arranging this cover. In sourcing and placing this policy, Hencilla acts as the agent of Hiscox.

Details Of Our Regulator

Hiscox are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Hencilla are authorised and regulated by the Financial Conduct Authority under reference number 948880.

The FCA website, which includes a register of all regulated firms, can be visited at www.fca.org.uk.

Complaints

If you are dissatisfied with any aspect of the handling of your insurance, in the first instance please contact

Mike McCormack
General Insurance Director
Hencilla Canworth GI Limited
Tel: 020 8686 5050
E-mail: mike.mccormack@hencilla.co.uk

If you remain dissatisfied you can contact the Financial Ombudsman Service at:

South Quay Plaza
183 Marsh Wall
London
E14 9SR

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

Financial Services Compensation Scheme

Hiscox are members of the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if they are unable to meet their obligations.

Additional Information

If you have any questions with regards to this insurance policy please contact

Hencilla Canworth GI Ltd
Tel: 020 8686 5050
e-mail: artists@hencilla.co.uk

Fair Processing Of Data

How Hencilla processes members personal data is detailed within the Hencilla Privacy Notice which is available on request or by visiting:

https://www.hencilla.co.uk/Documents/HC_Privacy_Notice.pdf