

**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 on request.

**NAME OF THE INSURERS**

This insurance is underwritten by Covéa Insurance plc.

**ELIGIBILITY**

All registered members of the Scottish Artist Union who are normally resident in the United Kingdom, the Channel Islands or the Isle of Man will be automatically covered by this policy.

**PERSONAL SERVICE COMPANIES**

The policy will also cover the Personal Service Company of an insured member.

A Personal Service Company is a limited company where the member is the sole director & employee of the company with the exception of another family member undertaking clerical & administrative duties only.

**DURATION OF THIS INSURANCE**

This policy will be effective for the period 01/04/2023 to 31/03/2024 inclusive and will cover claims arising from accidents occurring during this period.

**YOUR BUSINESS**

This policy is only operative while an insured members is undertaking activities in connection with their individual artistic practice in the preparation, lecturing, teaching, public display and sale of fine art and applied art.

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

**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 insured 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 21<sup>st</sup> April 2018 or the commencement date of continuous membership of the Scottish Artist Union, 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 GI 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 GI 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](http://www.financial-ombudsman.org.uk)

### **FINANCIAL SERVICES COMPENSATION SCHEME**

Covéa Insurance plc 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](http://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 GI Limited are authorised and regulated by the Financial Conduct Authority. Covéa Insurance plc are 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](http://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 GI 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](mailto:mail@hencilla.co.uk)