



### **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 ArgoGlobal. A full schedule of insurers is listed in the Policy Wording or is available on request.

### **ELIGIBILITY**

All individual registered members of AUE who are domiciled in the United Kingdom and have paid the appropriate subscription will automatically be covered by this policy.

### **DEMANDS AND NEEDS**

This policy meets the demands and needs of individual 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 an annual period commencing 10/08/2018. The policy covers incidents occurring during this period of insurance.

### **YOUR BUSINESS**

This policy is only operative while you are undertaking the provision of visual and applied art including exhibitions or displays and the teaching of visual and applied art.

### **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.

### **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 EXCESS**

You will be responsible for paying the first £500 of any claim for damage to third-party property and £2,500 for any claim brought in North America.

### **POLICY EXTENSIONS**

#### ***Cross Liabilities (Member to Member Liability)***

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

#### ***Defence Costs***

The policy will also cover Legal Defence Costs arising:

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

## **PRINCIPAL EXCLUSIONS**

- (1) Injury to Persons Employed
- (2) Risks that require more specific insurance e.g. motor vehicles, watercrafts, aircrafts
- (3) Aviation, Marine and Offshore Risks
- (4) Property In Your Care, Custody & Control
- (5) Professional Indemnity Risks
- (6) Arising from any use of fireworks, explosives or pyrotechnics, other than the use of flash paper, flash cotton or flash string.
- (7) Any activity undertaken more than 10 metres above ground or floor level.
- (8) Tattooing, Body Piercing and Face Painting
- (9) Any activity undertaken at a Hazardous Premises.
- (10) Defective Products
- (11) Product Recall
- (12) Aviation or Marine Products
- (13) Product Inefficacy
- (14) Contractual Liability
- (15) Punitive Damages
- (16) Ligated Damages and Penalty Clauses
- (17) The policy Excess
- (18) Other Insurance
- (19) Deliberate Acts
- (20) Pollution
- (21) Mould & Fungus
- (22) Building materials that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
- (23) Asbestos

## **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.

## **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](http://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 it's 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)

## **DETAILS OF OUR REGULATOR**

Hencilla Canworth Limited are authorised and regulated by the Financial Conduct Authority. ArgoGlobal and all other consortium insurers 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 Limited, Tel: 020 8686 5050  
or e [mail@hencilla.co.uk](mailto:mail@hencilla.co.uk)