

## 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 International Insurance Company of Hannover Ltd

### ELIGIBILITY

All individual registered members of **an** 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 an annual period commencing 01/11/2009 and shall be renewed annually thereafter. 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AIR members will be informed immediately by a-n The Artists Information Company if the policy is cancelled or withdrawn at any time in the future.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:  
 (a) the making, designing, creating, preparing, installing, selecting, exhibiting and display of any works of visual or applied art (including 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, digital or 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, other than within the United States of America or Canada.

### 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 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.

### **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.

### **PRINCIPAL EXCLUSIONS**

1. Bodily Injury to any Person Employed
2. Any use of applied heat, fire or pyrotechnics away from your studio or normal workplace 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. Any liability arising out of the creation and installation of public artworks after the point of handover of the work to the commissioner
5. 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)
6. Risks that require more specific insurance ie Use of Motor Vehicles, Watercrafts, Aircrafts etc
7. Damage to Property in the custody or control of the AIR Member
8. Pollution or contamination unless from sudden and accidental causes
9. Costs of repair, recall or replacement of defective products
10. Liability for breach of professional duty or inadequate advice
11. Arising from hypnotism hypnotherapy and the like

### **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.

### **FINANCIAL SERVICES COMPENSATION SCHEME**

International Insurance Company of Hannover Ltd are members of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any of its members go out of business or into liquidation and are

unable to meet any valid claims under its policies. The first £2,000 of a claim is protected in full. Above this threshold, 90% of the remainder of the claim will be met. Further information can be obtained from the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

### **DETAILS OF OUR REGULATOR**

Hencilla Canworth Limited and International Insurance Company of Hannover Ltd are authorised and regulated by the Financial Services Authority. The Financial Services Authority website, which includes a register of all regulated firms can be visited at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or the Financial Services Authority can be contacted on 0845 606 1234.

### **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:

Dudley Parker  
Managing Director  
Hencilla Canworth Limited  
Simpson House, 6 Cherry Orchard Road,  
Croydon Surrey CR9 5BB.  
T 020 8686 5050  
[dudley.parker@hencilla.co.uk](mailto:dudley.parker@hencilla.co.uk)

If you are unable to resolve the matter with us and wish to make a complaint you may do so at any time by referring the matter to the Compliance Officer at International Insurance Company of Hannover Ltd, 1 Minster Court, and Mincing Lane, London, EC3R 7YH. Tel: 020 7929 2893 Fax: 020 7626 0371

If after contacting the Compliance Officer 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 (T 0845 080 1800). Further information is available from them.

### **ADDITIONAL INFORMATION**

If you require any further information or wish to request a copy of the full policy wording please contact Hencilla Canworth Limited at:

Simpson House  
6 Cherry Orchard Road, Croydon, Surrey  
CR9 5BB  
T 020 8686 5050  
F 020 8686 5559  
[air@hencilla.co.uk](mailto:air@hencilla.co.uk)  
[www.hencilla.co.uk](http://www.hencilla.co.uk)