

### 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 to be viewed or downloaded from the members area of the a-n website at [www.a-n.co.uk](http://www.a-n.co.uk).

### NAME OF THE INSURERS

This insurance is underwritten by Covea Insurance Plc.

### ELIGIBILITY

All Eligible Members of a-n The Artists Information Company who are normally resident in the United Kingdom, the Channel Islands or the Isle of Man will be automatically covered by this policy.

Eligible Members are members in the following categories:

- Artist
- Arts Organiser

### PERSONAL SERVICE COMPANIES

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

### 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.

### DURATION OF THIS INSURANCE

This policy will be effective for the period 01/04/2023 to 31/03/2024 inclusive and will cover all members who join or renew their membership in that period. The cover will continue until the membership period expires providing that this is not for a period longer than 12 months.

### YOUR BUSINESS

This policy provides cover to eligible members undertaking work as an **Artist** or as a **Visual Arts Professional**.

**Artist** means:

- (a) the making, developing, designing, creating, performing, preparing, installing, selecting, exhibiting, presenting, display and sale of any works of visual or applied art
- (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.

**Visual Arts Professional** means:

the directing, curating, commissioning, managing, coordinating, producing, organising, acting as agent for, consulting on, or assisting with the creation and presentation of visual or applied arts or cultural activities.

Visual Arts Professional **includes** work within public and community art, arts education and interpretation, galleries and exhibitions, heritage and museums, festivals and events, studios and workshops, digital developments, professional development and training (including mentoring and coaching), work as an art handler or art technician, public relations, marketing and audience development, fundraising, and sponsorship

Visual Arts Professional **does not include** work

- as a producer, director or technician within any commercial film, television, radio, circus or theatre production or like media
- within commercial music production or the organisation or promotion of music concerts, music festivals and the like
- as a performer in the performing arts
- as a teacher, instructor or coordinator of any circus skills, dance or other movement based performing arts, stunts, stage combat or the use of edged weapons, use of firearms, use of pyrotechnics or special effects, fire performance, aerial performance, stage hypnotism
- as an animal handler or supplier,

### 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 £10,000,000 for any one claim and in the aggregate in respect of all claims arising from the supply of any Product.

The limit of indemnity is restricted to a maximum of £5,000,000 in respect of any claim arising out of the use of heat away from the members own studio or from the supply of any Product to the United States of America or Canada.

#### 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 use of motor vehicles, watercrafts or aircrafts (including drones)
- 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 or 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 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 by an insured member prior to the their cover commencing under this policy or the commencement date of continuous professional indemnity insurance, whichever is the earlier
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 existed 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

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**

Covea 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. Covea 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

e-mail: [mail@hencilla.co.uk](mailto:mail@hencilla.co.uk)