

hencilla
canworth

**Public and Products Liability Insurance
for members of**



**Policy Document
1st November 2015 to 31st October 2016**

insurance arranged by:
Hencilla Canworth Limited, Simpson House, 6 Cherry Orchard Road, Croydon, CR9 6AZ
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AIR Members' Public & Products Liability Insurance Policy Schedule

IMPORTANT NOTICE: Please check this Policy very carefully.

This insurance is subject to the information detailed in this document. The Assured should carefully review the contents of the Certificate (including its attached schedule, endorsements and statement of fact). If any of the information set out therein is incorrect, the Assured must notify the Insurer. Failure to do so may invalidate the Insurance provided.

Should at any time prior to the expiry date of this insurance any of the information change, then the Assured has a duty to notify the Insurer of changes as soon as reasonably possible.

Policy / Certificate number: AIR/15/00001

Client Reference: A-N

Assured: Individual registered members of a-n The Artists Information Company's AIR (Artists Interaction and Representation) scheme.

Business: This policy is only operative while the Assured is undertaking the following activities in connection with a practice of visual or applied art:

(a) the making, developing, designing, creating, preparing, installing, selecting, exhibiting, presenting, display and sale of any works of visual or applied art (including works made in collaboration with others and works not created by the Assured)

(b) the lecturing, teaching or demonstrating of visual or applied art including (but not limited to) workshops, residencies and community projects.

Period of Insurance: 1st November 2015 to 31st October 2016, both dates inclusive

Operative Sections and
Limits Of Indemnity:

1. Public Liability:	£5,000,000
2. Products Liability:	£5,000,000

Policy Excess: £250 in respect of each and every claim arising from Damage to Third Party Property.



Policy / Certificate number: AIR/15/00001

Client Reference: A-N

Assured: Individual registered members of a-n: The Artists Information Company's AIR (Artists Interaction and Representation) scheme.

Policy Endorsements

North American Jurisdiction Conditions:

In respect of claims happening in North America or where a claim is brought in North America

- a) there will be no indemnity under this policy for fines or penalties for aggravated exemplary or punitive damages
- b) there will be no indemnity under this policy in respect of any legal liability of whatsoever nature directly or indirectly caused or contributed to or occurring by the presence of Asbestos, Asbestos Containing Materials or Asbestos Dust or the release of Asbestos Dust or the exposure of persons buildings or property to Asbestos Asbestos Containing Materials or Asbestos Dust
- c) all costs and expenses of the claimant and the costs and expenses (incurred by the Insurer or with the Insurer's written consent) of any person entitled to indemnity are included within the Limit of Indemnity stated in the Schedule
- d) there will be no indemnity under this policy in respect of any legal liability caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere
- e) the Insurers will not pay the first £2,500 of any claim arising
- f) North America shall mean the United States of America or Canada or their territories or possessions or Puerto Rico





AIR Members'

PUBLIC AND PRODUCTS LIABILITY INSURANCE POLICY

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Number OIMCC140039 to the undersigned by certain Insurance Companies, whose names and the proportions underwritten by them appear below (all of whom are hereinafter referred to as "**Insurers**") and in consideration of the premium specified herein, the said Insurers are hereby bound, each for his own part and not for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

THE INSURERS hereby agree to the extent and in the manner hereinafter provided, to indemnify the **Insured** against legal liability for accidents happening during the period stated in the **Schedule**, after such liability is proved.

PROVIDED always that:

- 1) the liability of the **Insurers** shall not exceed the limits of liability expressed in the said **Schedule** or such other limits of liability as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the **Insurers**;
- 2) this **Policy** insures in respect ONLY of such of the sections hereof as are so specified in the **Schedule**.

The **Insured** is requested to read this **Policy** and, if it is incorrect, return it immediately for alteration.

This **Policy** is made and accepted subject to all the provisions, conditions, warranties and exclusions set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

In Witness whereof, this **Policy** has been signed at the place stated and on the date specified in the **Schedule** on behalf of

Hencilla Canworth Limited, Simpson House, 6 Cherry Orchard Road, Croydon, Surrey, CR9 6AZ.

Authorised signatory



Date: Friday, 02 October 2015

PUBLIC AND PRODUCTS LIABILITY

OPERATIVE CLAUSE

The **Insurers** will indemnify the **Assured** against their legal liability to pay damages (including claimants' costs, fees and expenses).

This indemnity applies only to such legal liability as defined by each insured Section of this **Policy** arising out of the **Business** specified in the **Schedule**, subject always to the terms, conditions and exclusions of such Section and of the **Policy** as a whole.

DEFINITIONS

ARTIST

Any practising visual or applied artist who is an individual registered member of a-n The Artists Information Company's AIR (Artists Interaction & Representation) scheme.

ASSURED

1. the person, persons or corporate body named in the **Schedule**
2. subsidiary companies of the **Assured** notified to and accepted in writing by the **Insurers**.

BUSINESS

means the business specified in the **Schedule** and conducted at or from premises in Great Britain, Northern Ireland, The Channel Islands or the Isle of Man (and including for the avoidance of doubt, while the **Assured** is temporarily engaged in Business outside of these territories) and shall include the ownership, repair and maintenance of the **Assured's** own property

DAMAGE

means loss of possession of or damage to tangible property.

DEFENCE COSTS

mean costs, fees and expenses incurred by the **Assured** with the written consent of the **Insurers** in the defence or settlement of any claim under this **Policy**.

HAZARDOUS PREMISES

shall mean:

1. power stations or nuclear installations/establishments
2. oil, gas or chemical
 - i. refineries
 - ii. bulk storage
 - iii. production premises
3. aircraft, aerospace or hovercraft
4. watercraft other than work on or in watercraft in docks, harbours, boatyards or inland waterways
5. railways or airports other than non-airside or non-trackside work

INJURY

means death, bodily injury, illness or disease of or to any person.

INSURERS

The insurers whose identity is stated in the Endorsement entitled Identity of Insurers and whose proportionate liability will be detailed on request.

PERSON EMPLOYED

means any:

1. Employee being a person under a contract of service or apprenticeship with the **Assured**
2. labour master and persons supplied by him
3. person employed by labour only sub-contractors
4. self employed person under the control of the **Assured**
5. person hired to or borrowed by the **Assured**
6. person undertaking study or work experience or youth training scheme with the **Assured** working for the **Assured** in connection with the **Business**.

POLLUTION

means pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property.

PRODUCT

means any tangible property after it has left the custody or control of the **Assured** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **Assured**.



TERRORISM

means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

GENERAL CLAUSES

INDEMNITY TO OTHERS

The indemnity granted extends to:

1. the officers, committees and members of the **Assured's** canteen, social, sports, medical, fire fighting, security services and welfare organisations for legal liabilities incurred in their respective capacity as such
2. any person or firm for legal liabilities arising out of the performance of a contract with the **Assured** constituting the provision of labour only
3. any principal for legal liabilities arising out of work carried out by the **Assured** under a contract or agreement in respect of which the **Assured** would have been entitled to indemnity under this **Policy** if the claim had been made against the **Assured**
4. the personal representatives of any person or party indemnified by reason of this Clause 3 in respect of legal liability incurred by such person or party.

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this **Policy** as though they were the **Assured**.

CROSS LIABILITIES

Each person or party granted indemnity by this **Policy** is separately indemnified in respect of claims made against any of them by any other subject to the **Insurers** total liability not exceeding the stated **Limits of Indemnity**.

LIMITS OF INDEMNITY

The **Insurers** total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the **Schedule** against each Section in respect of any one occurrence or series of occurrences arising from one originating cause

Provided always that the **Limit of Indemnity**:

1. under Section 1 in respect of liability arising out of **Pollution** applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the **Period of Insurance**
2. under Section 2 applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the **Period of Insurance**.

DEFENCE COSTS

The **Insurers** will also pay all **Defence Costs**.

Defence Costs include legal expenses:

incurred by or awarded against the **Assured** arising out of any prosecution of the **Assured**:

1. for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect)
2. for any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect)

Provided that **Insurers** shall not be liable for any fines or penalties imposed as a consequence of such prosecution

3. arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry
4. arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this **Policy**

Defence Costs will be payable in addition to the **Limits of Indemnity**.

COMPENSATION FOR COURT ATTENDANCE

In the event of the **Assured** attending court as a witness at the request of the **Insurers** in connection with a claim which is the subject of indemnity under this **Policy** the **Insurers** will provide compensation to the **Assured** at the rate of £250 for each day on which attendance is required.



SUB SECTION 1 – PUBLIC LIABILITY

SUB SECTION 1 – INDEMNITY

The **Assured** is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental **Injury** and/or **Damage** occurring during the **Period of Insurance**.

SUB SECTION 1 – EXCLUSIONS

This Section does not apply to or include legal liability:

1. in respect of **Injury** to any **Person Employed** arising out of and in the course of employment by the **Assured**.
2. arising out of or in connection with any **Product**.
3. arising out of the ownership, possession or use by or on behalf of the **Assured**, or any person or party entitled to indemnity, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than legal liability:
 - a. caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any legislation
 - b. arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract
 - c. arising out of any motor vehicle or trailer temporarily in the **Assured** custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation
4. arising out of the ownership, possession or use by or on behalf of the **Assured** of any aircraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways)
5. for **Damage** to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in the **Assured** care, custody or control other than:
 - a. clothing and personal effects (including vehicles and their contents) of Employees and visitors
 - b. premises (including contents therein) temporarily occupied by the **Assured** for work therein or thereon but no indemnity shall be granted for **Damage** to that part of the property on which the **Assured** is or has been working and which arises out of such work
 - c. premises tenanted by the **Assured** provided always that liability for such **Damage** is not assumed by the **Assured** under agreement where liability would not have existed in the absence of the agreement
6. arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.
7. for the creation and installation of any public artworks after the point of handover of the work to the commissioner.
8. arising from any special effect involving the use of fire or explosives or the use of pyrotechnics, other than the use of flash paper, flash cotton or flash string.
9. any activity undertaken more than 10 metres above ground or floor level.
10. any activity undertaken at a **Hazardous Premises**.

SUB SECTION 2 – PRODUCTS LIABILITY

SUB SECTION 2 – INDEMNITY

The **Assured** is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental **Injury** and/or **Damage** occurring during the **Period of Insurance** and arising out of or in connection with any **Product**.

SUB SECTION 2 – EXCLUSIONS

This Section does not apply to or include legal liability:

1. in respect of **Injury** to any **Person Employed** arising out of and in the course of employment by the **Assured**.
2. for costs incurred in the repair, reconditioning or replacement of any **Product** or part thereof which is alleged to be defective
3. arising out of the recall of any **Product** or part thereof
4. arising out of any **Product** which with the **Assured** knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, hovercraft or waterborne craft
5. arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement
6. arising from circumstances known to the **Assured** prior to the inception date of this Insurance
7. arising from the failure of any **Product** to perform its intended function.



GENERAL EXCLUSIONS APPLICABLE TO SUB SECTIONS 1 AND 2

This **Policy** does not apply to or include legal liability:

1. directly or indirectly caused by or contributed to by or arising from:
 - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Provided that in respect of claims arising out of **Injury** which form the subject of Indemnity under Sub Section 1 this Exclusion shall only apply to liability:

- i. of any party to whom Indemnity is granted under part 4 of the *Indemnity to Others* clause (or their personal representatives)
 - ii. assumed by the **Assured** by agreement which would not have attached in the absence of such agreement
2. for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever
3. for the **Excess** stated in the **Schedule** in respect of the first amount of each claim arising out of **Damage**
4. which forms the subject of insurance by any other Policy and this **Policy** shall not be drawn into contribution with such other insurance.
5. arising out of the deliberate, conscious or intentional disregard by the **Assured** or the **Assured's** technical or administrative management of the need to take all reasonable steps to prevent **Injury** or **Damage**
6. arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
7. arising out of **Pollution** of the atmosphere or of any water, land, buildings or other tangible property except to the extent that the **Assured** demonstrates that such **Pollution**:
 - a. was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the **Period of this Insurance**
 - b. was not the direct result of the **Assured** failing to take reasonable precautions to prevent such **Pollution**Provided always that all such **Pollution** which arises out of one incident shall be considered for the purposes of this **Policy** to have occurred at the time such incident takes place and that **Insurers** total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the **Limit of Indemnity** stated in the **Schedule** in the aggregate in respect of the **Period of this Insurance**.
8. directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
9. directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with an act of **Terrorism**. These Sections also exclude legal liability directly or indirectly occasioned by, happening through, in consequence of, arising out of, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.
10.
 - a. directly or indirectly occasioned by, happening through, arising out of, resulting from or In connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - b. any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - c. any obligation or duty to defend any actions directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergensIrrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.
For the purpose of this exclusion, **Injury** shall include mental anguish, mental injury and/ or emotional distress.
11. directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
12. arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.
13. arising from the use of stage hypnotism, hypnotherapy or the like.
14. arising from or in connection with the use of any process involving the application of heat away from the Assured's studio or normal workspace. This exclusion does not apply to the use of pottery ovens, kilns or the use of any domestic appliance.
15. arising from work undertaken by the Assured involving tattooing (whether temporary or permanent), body piercing, face painting or any form of treatment or process involving the application of chemicals to the body of any person.



GENERAL CONDITIONS

(Conditions 1 to 5. are precedent to **Insurers** liability to provide Indemnity under this **Policy**)

1. The **Assured** shall give notice in writing as soon as possible to the **Insurers** of any occurrence of which the **Assured** is aware that may give rise to a claim under this **Policy** and shall give all such additional information as the **Insurers** may reasonably require. Every claim, writ, summons, notice of adjudication, referral notice or process and all documents relating thereto shall be forwarded to the **Insurers** immediately they are received.
2. No admission, offer, promise or payment shall be made or given by or on behalf of the **Assured** without the written consent of the **Insurers** who shall be entitled to take over and conduct in the name of the **Assured** the defence or settlement of any claim or to prosecute in the name of the **Assured** for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Assured** shall give all such information and assistance as the **Insurers** may reasonably require.
3. The **Insurers** may at any time pay to the **Assured** in connection with any claim or series of claims under this **Policy** to which a **Limit of Indemnity** applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the **Insurers** shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of **Defence Costs** incurred prior to the date of such payment (unless the **Limit of Indemnity** is stated to be inclusive of **Defence Costs**).

Provided that if the **Insurers** exercise the above option and the amount required to dispose of any claim or series of claims exceeds the **Limit of Indemnity** and such excess amount is insured either in whole or in part, with **Defence Costs** payable in addition to the **Limit of Indemnity** under this **Policy** then the **Insurers** will also contribute their proportion of subsequent **Defence Costs** incurred with their consent as the **Limit of Indemnity** bears to the amount paid to dispose of a claim.

4. a-n The Artists Information Company shall give notice to the **Insurers** of any alteration or circumstance of which they are aware which materially affects the risks insured under this **Policy** and until the **Insurers** be advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and a-n The Artists Information Company has paid or agreed to pay the additional premium (if any) the **Insurers** shall not be liable in respect of any claim or claims due wholly or partially to any such alteration or circumstance.
5. Any written proposal and/or declaration made by a-n The Artists Information Company shall form the basis of this contract of insurance and is deemed to be incorporated herein.
6. The **Insurers** may cancel this **Policy** by giving 30 days' notice in writing of such cancellation to a-n The Artists Information Company's last known address.
7. If any claim under this **Policy** is in any respect fraudulent this **Policy** shall become void and all benefit hereunder shall be forfeited.
8. Any phrase or word in this **Policy** and the **Schedule** will be interpreted in accordance with the law of England. The **Policy** and the **Schedule** shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this **Policy** or the **Schedule** shall bear such specific meaning wherever it may appear.
9. All disputes concerning the interpretation of this **Policy** are understood and agreed by both the **Assured** and the **Insurers** to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.
10. Contract (Rights of Third Parties) Act 1999 Clarification Clause:
A person who is not party to this contract of insurance has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.
11. Data Protection Act 1998:
It is understood by the **Assured** that any information provided to the **Insurers** regarding the **Assured** will be processed by the **Insurers**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to Third Parties.
12. E.U. Disclosure Clause (UK) - Notice to the **Assured**:

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.



GENERAL POLICY ENDORSEMENTS

Identity Of Insurers

Royal & Sun Alliance Insurance plc.

Royal & Sun Alliance Insurance plc (No. 93792) is registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

AIG Europe Limited.

AIG Europe Limited is registered in England: company number 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

Covéa Insurance plc

Covéa Insurance plc, Registered in England and Wales No.613259.
Registered office, Norman Place, Reading, RG1 8DA

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

Several Liability

The liability of the Insurers is several and not joint and is limited solely to the extent of their individual proportions as shown in the Endorsement entitled Identity of Insurers. The Insurers are not responsible for the subscriptions of any co-subscribing insurers or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

Financial Services Compensation Scheme (FSCS)

Royal & SunAlliance Insurance plc, AIG Europe Limited, Aviva Insurance Limited, Covéa Insurance plc are members of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.



COMPLAINTS PROCEDURE

If you have a Complaint which relates to either Your Policy or to a claim which you have submitted under Your policy then please raise this in the first instance with

Hencilla Canworth Ltd
Simpson House
6 Cherry Orchard Road
Croydon
Surrey
CR9 6AZ

Telephone: 020 8686 5050
Fax: 020 8686 5559
E-mail: mail@hencilla.co.uk

Hencilla Canworth Ltd will aim to resolve Your concerns by close of the next business day.

If Hencilla Canworth are unable to deal with your concerns the matter will be forwarded onto Your Insurer.

Whilst reviewing your complaint Your Insurer will:

- Acknowledge Your complaint promptly
- Investigate Your complaint quickly and thoroughly
- Keep You informed of the progress of your complaint
- Do everything possible to resolve Your complaint

Your Insurer is obliged to provide You with a written offer of resolution within 8 weeks of the date Your complaint was received.

If You are unhappy with the final decision made by Your Insurer, You may be eligible to refer Your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London,
E14 9SR

Telephone: 0800 0234567 (for landline users);
Telephone: 0300 1239123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You have six months from the date of the final response from Your Insurer to refer Your complaint(s) to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

