

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

ELIGIBILITY

This insurance applies to all ASD members in the following categories, who are normally resident in the United Kingdom, The Channel Islands or The Isle Of Man:

- Professional Member
- Corporate & Non Commercial Organisation Members but only in respect of individual persons whilst working in a self-employed or freelance basis

but only when the individual member has registered with the association for the cover

DEMANDS AND NEEDS

This policy meets the demands and needs of individuals working as a Sound Designer or Sound Engineer (including the teaching or mentoring of related skills) and 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 01/09/2018 and shall be renewed annually thereafter. The policy covers incidents occurring during this period of insurance.

YOUR BUSINESS

This policy is only operative in respect of the following activities:

The members occupation as a sound designer or sound engineer including the design, installation, preparation and operation of sound systems, the recording of sound effects, the teaching or mentoring of these activities and a manager or technician in the theatre, entertainment and conference industries

TERRITORIAL LIMITS

You will be insured within the United Kingdom, the Channel Islands or the Isle of Man and while temporarily engaged in Business outside these territories.

POLICY COVER

The policy provides the following sections of cover.

- Public Liability
- Products Liability
- Professional Indemnity

POLICY EXCESS

The Insured member would be responsible for the first £500 of any claim made under the Professional Indemnity section and the 'Property Belonging To A Third Party' extension.

The Insured member will pay the first £2,500 of North American Products Liability Claims

PUBLIC & PRODUCTS LIABILITY

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 £10,000,000 any one claim (any one period in respect of Products liability)

Principal Exclusions

The policy does not provide any cover in respect of:

- 1 Bodily Injury to any Person Employed
- 2 Any use of fire or pyrotechnics
- 3 Risks that require more specific insurance i.e. Use of Motor Vehicles, Watercrafts, Aircrafts etc
- 4 Damage to Property in the custody or control of the Member other than in accordance with the 'Property Belonging To A Third Party' extension
- 5 Liability for breach of professional duty or inadequate advice

PROFESSIONAL INDEMNITY

Key Features 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 negligent act or negligent omission or any mitigating costs incurred in limiting or preventing such a claim.

The limit of indemnity is £1,000,000 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)

Principal Exclusions

- Claims arising from work done prior to the commencement date of this policy or the commencement date of qualifying ASD membership, whichever is the latter
- Claims arising from circumstances known to you prior to the inception of the policy
- Any claim brought in a court of law in the USA or Canada or that is subject to US or Canadian law.
- Employment disputes
- Employers', Public and Products Liability claims
- Fines, liquidated damages or penalties
- Directors & Officers Liability claims
- Claims arising from the provision of employee benefits
- Claims arising from the ownership of any property
- Contractual liability

POLICY EXTENSIONS & ENDORSEMENTS

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.

Property belonging to a Third Party

The policy will cover the Insured member in respect of legal liability for damage to Property, which is held in trust or in the custody or control of the Insured member in connection with the Business up to a maximum of £25,000 any one claim and £100,000 any one Insured member.

The policy will not cover any

- a) Damage to Property owned, leased, hired or rented to the Insured member.
- b) Damage to Property which is held in trust or in the custody or control of any other person.
- c) the first £500 of each and every loss under this clause.
- d) where indemnity is provided by another insurance policy.
- e) Damage to Property which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.

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.

Exclusions of Limited Companies

The policy will not provide any cover to:

- (1) any limited company as defined under the Companies Act 1985 or any subsequent legislation where such company has more than one director unless that additional director is a family member and engaged in clerical duties only.
- (2) work performed under a formal partnership arrangement with any party who is not a member of the Association of Sound Designers.

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

ArgoGlobal 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

DETAILS OF OUR REGULATOR

Hencilla Canworth Limited are authorised and regulated by the Financial Conduct Authority.

Argo Direct Limited is authorised and regulated by the Financial Conduct Authority. ArgoGlobal SE is authorised by the Malta Financial Services Authority to carry on General Insurance Business under the Insurance Business Act, 1998. 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 or the FCA can be contacted on 0800 111 6768.

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

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

ADDITIONAL INFORMATION

If you require any further information or wish to request a copy of the full policy wording – Please contact: Hencilla Canworth Limited, Simpson House, 6 Cherry Orchard Road, Croydon, Surrey, CR9 6AZ Tel: 020 8686 5050. E-mail: mail@hencilla.co.uk