



REGISTERED BECTU MEMBERS' PUBLIC AND PRODUCTS LIABILITY INSURANCE SUMMARY

INTRODUCTION

This is a summary only. For definitive information on policy cover, terms and exclusions please refer to the policy wording, a copy of which is available at www.bectu.org.uk.

NAME OF THE INSURER

This policy is underwritten by Argo Direct Ltd on behalf of Argo Global SE and Covea Insurance plc. Republic of Ireland members are insured by Argo Direct Ltd only. Hencilla Canworth Ltd manage the policy.

ELIGIBILITY

Freelance members resident in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands may apply for cover.

Note: You must maintain your subscription payments to BECTU for cover to remain operative.

THE BUSINESS

This policy is only operative whilst you undertake (1) any activity related to your individual employment within broadcasting, entertainment, cinema, theatre and live events or (2) any activity related to Your employment as an art technician, curator or conservator. If you employ or engage others you should consider Employers' Liability and additional Public Liability cover.

DEMANDS AND NEEDS

This policy meets the demands and needs of individual members that wish to protect against the financial consequences of liability claims resulting from accidental bodily injury and/or damage to property of any person not your employee arising during the course of The Business.

PREMIUM AND DURATION OF INSURANCE

The policy runs for 12 months from the 1st May 2018. The premium is £31.50 including insurance premium tax for the year or part year.

POLICY COVER

This policy will provide you individually with Public/Products Liability Insurance. To be covered, you must register with BECTU and receive confirmation of cover. Cover will commence on receipt of your payment.

TERRITORIAL LIMITS

Worldwide in connection with The Business conducted by you within Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands.

KEY FEATURES OF COVER

This policy will indemnify you against legal liability for damages in respect of accidental;

- (i) third party personal Injury
- (ii) damage to third party property
- (iii) obstruction trespass nuisance or interference with any right of way air light or water or other easement

Occurring during the Period of Insurance within the Territorial Limits in connection with Your Business

The Limit of Indemnity is £10,000,000 (or Euro equivalent) any one claim (any one period in respect of Products Supplied, Pollution and Contamination) and costs and expenses inclusive for North American Products Supplied.

WHAT IS NOT INSURED

Legal liability arising from;

- War and Similar Risks
- Radioactive and Other Contamination
- Date Recognition failure
- Cyber Liability
- Sanction Limitation and Exclusion
- Injury to Employees
- Ownership or use of any aircraft etc or watercraft exceeding 8 meters. Ownership or use of any motor vehicle, trailer or plant where compulsory insurance is required.
- Property in your care, custody & control other than that provided under the Property belonging to a Third Party section below
- Replacement or Repair of defective Products
- Product Recall
- Advice or Professional Services
- Aviation & Nuclear Work and Products
- Pollution or Contamination
- Offshore Risks
- Fines, liquidated damages or penalties
- Contractual Liability for Products Supplied
- Terrorism
- Asbestos Risks
- Nuclear Risks
- The policy excess of £250 for property damage other than the Special Clause below
- The use away from the Insured's premises of any welding, cutting or grinding equipment, blow lamps/torches, hot air guns/strippers, asphalt, bitumen, tar or pitch heater, thermal lance
- Stunt performing or co-ordinating
- Special effects – see Special Clause below

- the treatment, repair, restoration and excavation of any item (applicable to The Business 2 above only).

SPECIAL CLAUSES (POLICY ENDORSEMENTS)

Limited companies and work in partnership

- A member's individual Limited Company undertaking insured activities will be covered by this policy where the member is the only Director or employee other than a Director who is a family member undertaking clerical duties.
- Members working in formal partnership with other BECTU members registered under this scheme will also be insured.

Property belonging to a Third Party

- Insurers will pay up to £25,000 for each member (to a maximum £100,000 during the policy period) in respect of legal liability for damage to property, which is in the custody or control of the member arising during the course of The Business.
- Insurers will not pay for a) damage to items owned, leased, hired or rented to you b) damage to property, which is held in trust or in the custody or control of **any other person** c) the first £500 of any claim d) where indemnity is provided by another insurance policy.

Special Effects

- Cover will not operate in respect of the use of any physical special effects or pyrotechnic special effects at film and television sites or live events unless members have complied with the BECTU Special Effects Code of Practice and are working within their JIGS grade.
- Where members who do not hold a grade as specified by JIGS and conduct work at theatrical and live event sites using publicly available stage pyrotechnic devices, members must have completed a basic BECTU recognised Operational Pyrotechnic Safety Awareness Course.

PRINCIPAL CONDITIONS

Claims procedure

You must

- notify Insurers immediately of any event or occurrence, which may result in a claim.
- not admit or repudiate liability following a potential incident under this cover.

Reasonable Precautions

You shall take all reasonable precautions

- to prevent any Event which may give rise to a claim under this Policy
- to maintain Your premises and machinery and everything used in Your Business in proper repair
- in the selection and supervision of Employees
- to comply with all statutory and other obligations and regulations imposed by any authority
- to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

COMPLAINTS

If you are dissatisfied with any aspect of the handling of your insurance contact Hencilla Canworth on tel: 020 8686 5050.

If you remain dissatisfied you can contact the Financial Ombudsman Service at:

South Quay Plaza
183 Marsh Wall
London
E14 9SR

DETAILS OF OUR REGULATOR

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. Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Hencilla Canworth Ltd is authorised and regulated by the FCA – ref 226263. The FCA website, which includes a register of all regulated firms, can be visited at www.fca.org.uk.

FINANCIAL SERVICES COMPENSATION SCHEME

All policy insurers are members of the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if they are unable to meet their obligations.

ADDITIONAL INFORMATION

If you have any questions with regards to this insurance policy please contact Hencilla Canworth Ltd at :

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e- mail bectupli@hencilla.co.uk August 2018