

## **Public & Products Liability Policy summary for members of the Visual Artists Association**

### **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 on request.

### **NAME OF THE INSURERS**

This insurance is underwritten by Hiscox Insurance Company Ltd.

### **ELIGIBILITY**

All qualifying members of the Visual Artists Association who are normally resident in the United Kingdom, the Channel Islands or the Isle of Man will be automatically covered by this policy.

### **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.

### **PERSONAL SERVICE COMPANIES**

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

### **DURATION OF THIS INSURANCE**

This policy will cover qualifying members who purchase or renew qualifying membership of The Visual Artists Association from 19<sup>th</sup> October 2025 to 18<sup>th</sup> October 2026 inclusive. The cover applies to the duration of the membership period providing that:

- a) The membership commenced within the dates quoted above
- b) The period of membership is for a maximum of 12 months.

### **YOUR BUSINESS**

This policy is only operative while you are undertaking the preparation, lecturing, teaching, public display or sale of fine or applied art. This includes exhibitions or displays involving live non-static physical performance.

### **POLICY COVER**

This policy will provide you with Public and Products Liability Insurance

#### **Significant Features & Benefits of Cover**

This policy provides cover in respect of legal liability for damages including claimant legal costs for;

- a) accidental Injury to any person
- b) 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. Restricted to £5,000,000 for claims brought in the USA and 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 risks that require more specific insurance e.g. motor vehicles, watercrafts, aircrafts
- 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 in respect of any claim brought that is subject to the jurisdiction of a court in the USA or Canada
  - i) the first £2,500
  - ii) asbestos
  - iii) pollution or contamination of any kind

#### **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:

- a) Contract Principal
- b) Personal Representatives

providing that the claim would have been covered had it been made directly against the member.

#### ***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 an overseas Country whilst in connection with the business

### **Criminal Proceedings Costs**

The policy will cover the legal defence costs incurred with the insurers' prior consent where criminal or regulatory prosecution is brought in circumstances that could ultimately lead to a claim 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.

### **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:

Howden insurance Brokers Limited  
Compliance  
Once Creechurch Place  
London EC3a 5AF

Email [ComplianceHIBL@howdengroup.com](mailto:ComplianceHIBL@howdengroup.com)

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)

### **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 FINANCIAL SERVICES COMPENSATION SCHEME  
Hiscox Insurance Company Ltd 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)

### **DETAILS OF OUR REGULATOR**

Hencilla Canworth are authorised and regulated by the Financial Conduct Authority. Hiscox Insurance Ltd is 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  
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)