

## **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. A full list of subscribing insurers is available upon request.

## **ELIGIBILITY**

This insurance applies to all ALD members in the following categories:

- Professional Member
- Affiliate Member

who are normally resident in the United Kingdom, The Channel Islands or The Isle Of Man and have paid the appropriate rate of subscription to be granted cover under the terms and conditions of the Association of Lighting Designers.

## **DEMANDS AND NEEDS**

This policy meets the demands and needs of individuals who are undertaking the activities specified under Your Business and who require 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 01/04/2018 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 lighting designer or lighting technician including the design, preparation, installation, maintenance and operation of lighting rigs, video and projection designer &/or technician, the teaching or mentoring of these activities and as a manager or technician in the theatre, entertainment and live event industries.

## **TERRITORIAL LIMITS**

You will be insured within Great Britain Northern Ireland 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 'Property Belonging To A Third Party' extension and the first £2,500 in respect of any claim under the Public or Products Liability section in respect of any claim brought that is subject the jurisdiction of a court in the USA or Canada.

The Insured Member would also be responsible for the first £500 of any claim made under the Professional Indemnity section of the policy.

## **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 ALD 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.

### **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 Lighting Designers.

### **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.

### **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.

### **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](http://www.fscs.org.uk)

### **DETAILS OF OUR REGULATOR**

Hencilla Canworth Limited are authorised and regulated by the Financial Conduct Authority. ArgoGlobal and all other consortium insurers 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.

### **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  
Fax: 020 8686 5559

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)

### **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  
Fax: 020 8686 5559  
e-mail: [mail@hencilla.co.uk](mailto:mail@hencilla.co.uk)