

## **Public & Products Liability Insurance**

### **Policy summary for**

### **'Artist Plus' members of CuratorSpace**

#### **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 Great Lakes Insurance UK Ltd via JRP Underwriting.

#### **ELIGIBILITY**

All qualifying Artist Plus members of CuratorSpace 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 and requiring insurance against their legal liabilities to pay compensation arising out of injury to third parties and 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 CuratorSpace during the period 05/01/2026 to 04/01/2027 inclusive. The cover applies to the duration of the membership period providing that:

- a) The membership commenced or was renewed 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

#### **PUBLIC & PRODUCTS LIABILITY**

##### **Significant Features & Benefits 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 £5,000,000 for any one claim **and** in the aggregate in respect of all claims arising from the supply of any Product.

#### **EXTENSIONS TO PUBLIC LIABILITY**

##### **Work Overseas Extension– Public and Products Liability – Worldwide inc USA/Canada**

Subject to the exclusions, conditions and definitions of this Policy, We will Indemnify You under Public and Products liability against:

- a) all sums which You become legally liable to pay as damages; and
- b) Costs and Expenses; in the event of:
  - i) accidental Bodily Injury to any person;
  - ii) accidental loss of or damage to Property;
  - iii) obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water; occurring during the Period of Insurance and arising out of the activities of Your Business in a non-manual labour capacity;
    - a. in the Territorial Limits;
    - b. elsewhere in the world in respect of temporary visits in a non-manual labour capacity by Your directors or Employees, declared by You and accepted by Us, normally resident in the Territorial Limits.

Limit of indemnity

In respect of all claims arising from the United States of America or Canada:

We will not Indemnify You under Public and Products Liability against liability in respect of the first £10,000

- i) in respect of any judgment award or settlement made within;
- ii) in respect of any order made anywhere in the world to enforce, in whole or in part, any judgment award or settlement made within; the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada will not exceed in the aggregate the Limit of Indemnity specified in the Schedule including costs and expenses.

##### **Care Custody and Control (Specified Limit) Extension to Despite Exclusion 1 to Section 2 - Public Liability of the Policy,**

We will Indemnify You against:

- a) all sums which You become legally liable to pay as damages; and
  - b) Costs and Expenses; in the event of:
    - i) accidental loss of or damage to Property whilst in Your or Your Employee's care, custody or control; which occurs;
    - ii) during the Period of Insurance in the course of Your Business activities in the Territorial Limits.
- Limit of Indemnity

Our liability to You under this Endorsement for all compensation payable by You to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series resulting from or attributable to one source or original cause **will not exceed GBP 15,000**

Costs and Expenses are payable in addition to the Limit of Indemnity under Section 2 apart from:

- i) any judgment award or settlement made within; and
- ii) any order made anywhere in the world to enforce, either in whole or in part, a judgment, award or settlement made within; the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada for which the limit of indemnity for Section 2 will be the maximum amount payable including Costs and Expenses

#### Exclusion

We will not Indemnify You under this Endorsement for loss of or damage to Property belonging to, hired in by, leased in by or on loan to You.

#### Cross liabilities

If the policyholder named in the Schedule comprises more than one party, We will treat each party as though a separate Policy had been issued to each of them. However, nothing in this extension will increase Our liability to pay more than the applicable Limit of Indemnity under any Section of this 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.

#### Compensation for Court Attendance

This policy will pay the member

- i) any director or partner 500 GBP per day;
- ii) any Employee 250 GBP per day

#### 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.

#### 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 a

country outside of the United Kingdom in connection with the Business.

#### **SIGNIFICANT EXCLUSIONS OR LIMITATIONS**

1. This policy does not cover the **first £500 of any claim**
2. **Sub-contractors** engaged by you, you must obtain and retain written confirmation that they have and will maintain insurance throughout the period of their engagement by you, providing:
  - a) if applicable, an Employers' Liability indemnity limit of not less than GBP 10,000,000 (or equivalent in any other currency) any one occurrence;
  - b) a Public Liability indemnity limit of not less than GBP 5,000,000 (or equivalent in any other currency) any one occurrence plus costs and expenses; and that both the above insurances, whether insured under one policy or more than one policy, provide an indemnity to you as principal
3. We will not indemnify you for any claim or claims arising out of or in connection with the **application of heat by you away from your premises.**

Application of heat :-  
The use of tools and equipment the purpose of which is to heat, including the use of:

  - blow torches, blow lamps, flame guns, hot air guns
  - electric oxy-acetylene or other welding or cutting equipment
  - angle grinders (in circumstances where sparks are emitted)

All other terms, conditions, exclusions and limitations remain unchanged
4. arising from **any Products after they have ceased to be in Your custody or control** other than food or drink for consumption on premises occupied by You.
5. **arising out of professional advice**, design specification inspection, certification or testing You have provided, or provided on Your behalf, for a fee or in circumstances where a fee would normally be charged.
6. **arising out of any breach of professional duty.**
7. **for loss or damage to Your Contract Works:**
  - i) prior to certified completion or handover by You;
  - ii) after certified completion or handover by You, where such loss or damage arises out of the defective condition of any part of such property structure or Contract Works.
8. **Abuse Exclusion**  
We will not indemnify you in respect of any claim arising out of or in connection with alleged physical, sexual or mental abuse.

9. **caused by or arising out of any Products** which;  
i) to Your knowledge are for delivery or use in the United States of America or Canada, their territories, possessions, dependencies or protectorates; or  
ii) are sold, supplied, erected, repaired, altered, treated,  
installed in or for use in any Aircraft, hovercraft or waterborne craft or for marine or aviation purposes.

10. for the costs incurred in **the repair, reconditioning, replacement, removal or breaking out of any Products** or any part of those Products.

11. **arising out of loss of or damage to Products.**

12. **for the costs incurred by anyone in recalling or making refunds in respect of any Products.**

12. **caused by, or occurring to, Products, which are in Your custody or control**, but do not belong to You, if, and to the extent that the owner of those Products, has the benefit of alternate cover which responds to, or should respond to, any claim relating to those Products.

#### **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 GI Ltd 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**

It is always the intention to provide a first class standard of service. However it is appreciated that occasionally things go wrong. In some cases we will be able to resolve any concerns and you should contact us directly.

Howden Insurance Brokers Limited  
Compliance  
One Creechurch Place  
London EC3A 9SR

e-mail [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)

The FOS is an independent body that arbitrates on complaints.

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.

#### **FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)**

Great Lakes Insurance UK Ltd 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.

Further information is available from

Financial Services Compensation Scheme  
10<sup>th</sup> 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**

Howden Insurance Brokers Limited are authorised and regulated by the Financial Conduct Authority.

(FRN 309639)

Great Lakes Insurance UK Ltd is authorised and regulated by the Financial Conduct Authority and authorised by 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.

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#### **ADDITIONAL INFORMATION**

If you require any further information or wish to request a copy of the full policy wording – Please contact:

Hencilla Canworth

Tel: 020 8686 5050

e-mail: [mail@hencilla.co.uk](mailto:mail@hencilla.co.uk)

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Registered Office: One Creechurch Place, London, EC3A 5AF. Calls may be monitored and recorded for quality assurance purposes