



**Public & Products Liability and Professional Indemnity Insurance**  
**POLICY SUMMARY**

**INTRODUCTION**

This is a summary only. For definitive information on policy cover, terms and exclusions please refer to the formal policy document.

**NAME OF THE INSURERS**

This insurance is underwritten by Covéa Insurance plc

**ELIGIBILITY**

All individual registered members of Sound Sense who have paid the appropriate membership subscription and are normally resident in the United Kingdom, the Channel Islands or the Isle of Man are insured by all sections of this policy.

Members who are normally resident outside of the United Kingdom are insured under the Public Liability section in respect of claims arising from activities undertaken within the United Kingdom.

**DEMANDS AND NEEDS**

This policy meets the demands and needs of individual eligible members, working on any activity connected to community music, music therapy or the general teaching of music who require insurance against their legal liability to pay compensation arising out of injury to third parties and/or damage to third party property and/or arising from a negligent breach of their professional duty.

**INSURED ACTIVITIES**

This policy is only operative while you are undertaking any activity connected with the organisation or participation in community music activities, music therapy or the teaching of music.

**DURATION OF THIS INSURANCE**

The period of insurance is 12 months from 1<sup>st</sup> April 2023.

**POLICY COVER**

The policy provides the following sections of cover.

- Public Liability
- Products Liability
- Professional Indemnity

**PUBLIC LIABILITY**

**Significant Features & Benefits Of Cover**

Provides cover against your legal liability to pay compensation (including costs) following:

- Accidental Bodily Injury to any person
- Accidental loss of or damage to Property

happening during the Period of Insurance and arising out of an insured activity.

The limit of indemnity is £10,000,000 and applies in respect of any one occurrence or series of occurrences arising out of one originating cause. The limit in respect of Pollution applies to all occurrences during the Period of Insurance. Your own defence costs, subject to insurers consent, will be covered in addition to the limit of indemnity.

**Significant Exclusions Or Limitations**

- Any activity undertaken more than 10 metres above ground or floor level
- The organisation or staging of indoor events where the audience exceeds 250 people
- Fines, liquidated damages or penalties
- Injury to Employees
- Damage to property owned by the member or in their custody or control
- Actual or alleged physical, mental, sexual or emotional abuse

- Any use of Fire or Pyrotechnics other than flash cotton, flash string or flash paper
- Deliberate acts
- Contractual liability
- Advice and professional services

**PRODUCTS LIABILITY**

**Significant Features & Benefits Of Cover**

Provides cover against your legal liability to pay compensation (including costs) following:

- Accidental Bodily Injury to any person
- Accidental loss of or damage to Property

happening during the Period of Insurance and arising out of the supply of any product

The limit of indemnity is £10,000,000 and applies to all occurrences during the Period of Insurance. Your own defence costs, subject to insurers consent, will be covered in addition to the limit of indemnity.

**Significant Exclusions Or Limitations**

- Product recall
- Replacement or repair of any defective product
- Fines, liquidated damages or penalties
- Property in your custody or control
- Products supplied with your knowledge to the USA or Canada
- Contractual liability
- Advice and professional services

**PROFESSIONAL INDEMNITY**

**Significant Features & Benefits 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)

**Significant Exclusions Or Limitations**

- Claims arising from work done prior to the later of:
  - a) The commencement date of continuous Sound Sense membership; or
  - b) 1<sup>st</sup> September 2021
- 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
- Restricted to cover for UK Domicile members Only

## POLICY EXTENSIONS

### Cross Liabilities (Member to Member Liability)

The policy extends to cover claims made between individual insured 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 insured member.

### Defence Costs

The policy will also cover Legal Defence Costs arising:

- from any prosecution of the insured 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.

### Compensation for Court Attendance

This policy will pay an insured 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 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

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 GI 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](http://www.financial-ombudsman.org.uk)

## FINANCIAL SERVICES COMPENSATION SCHEME

Covéa insurance plc 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 GI Limited are authorised and regulated by the Financial Conduct Authority.

Covéa Insurance plc 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](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 policy wording – please contact:

Hencilla Canworth GI Limited  
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)