

# Sound Sense Member's Public and Products Liability Insurance



## Policy Summary

### 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 schedule of insurers is listed in the Policy Wording or is available on request.

### ELIGIBILITY

All individual registered members of Sound Sense who have paid the appropriate membership fee will automatically be covered by this policy.

### DEMANDS AND NEEDS

This policy meets the demands and needs of individuals working on any activity connected to community music requiring 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 is issued for an annual period commencing 01/04/2020 and is renewable annually. The policy covers incidents occurring during this period of insurance.

### YOUR BUSINESS

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.

### 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, other than within the United States of America or Canada.

### POLICY COVER

This policy will provide you with Public and Products Liability Insurance.

### 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)

### POLICY EXTENSIONS

#### ***Cross Liabilities (Member to Member Liability)***

The policy extends to cover claims made between individual Sound Sense 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; or
- Personal Representatives

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

#### ***Defence Costs***

The policy will also cover Legal Defence Costs:

- 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; or
- arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form 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.

#### ***Musical Activities (Non-Community)***

The policy will also provide an indemnity to members who undertake musical activities (non-community based) provided that the member does not derive an income of more than £12,500 per annum from these activities.

### PRINCIPAL EXCLUSIONS

This policy does not cover claims arising from:

- 1 Bodily Injury to any Person Employed
- 2 the use of applied heat, fire or pyrotechnics on third party premises other than the use of Flash Paper, Flash Cotton or Flash String
- 3 any activity undertaken more than 10 metres above ground or floor level
- 4 the organisation or staging of an event where the audience exceeds 250 (this exclusion does not apply to outdoor public places or events not organised by the member)
- 5 the teaching or performance of any non-musical activity unless such activity is taught or performed in conjunction with a community music activity
- 6 physical, mental, sexual or emotional abuse
- 7 the ownership or use of Motor Vehicles, Watercrafts or Aircrafts
- 8 Damage to Property in the custody or control of the member
- 9 Liability for breach of professional duty or inadequate advice

### **POLICY EXCESS**

You will be responsible for paying the first £250 of any claim for damage to third-party property.

### **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.**

### **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)

### **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.

### **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)

**hencilla  
canworth**

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Tel: 020 8686 5050; Fax: 020 8686 5559; [www.hencilla.co.uk](http://www.hencilla.co.uk)