

## ESTA(UK) MEMBER'S COMBINED LIABILITY INSURANCE

### Public Liability, Employers' Liability, Professional Indemnity and Products Liability

#### POLICY SUMMARY

##### **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 to be viewed or downloaded from the members area of the ESTA(UK) website at [www.estastrings.org.uk](http://www.estastrings.org.uk) or alternatively sent to you upon request.

##### **NAME OF THE INSURERS**

This Policy is underwritten by the International Insurance Company of Hannover Ltd. They are registered in England, registration number 145312. Their Registered Office is 2<sup>nd</sup> Floor, 1 Arlington Square, Bracknell, Berkshire RG12 1WA

##### **ELIGIBILITY**

All Qualifying Members of ESTA(UK) who have paid the appropriate subscription and are normally resident in the United Kingdom, the Channel Islands, the Isle of Man or the Republic of Ireland are insured by this policy.

Qualifying Members are members in the following categories:

- Full Professional
- Joint Full Professional
- Group
- Full Young Professional

##### **INSURED ACTIVITIES**

This policy is only operative while you are undertaking any activity connected with the performance and teaching of music, the organisation of music recitals and pupils concerts or any other activity connected to being a professional musician.

##### **DURATION OF THIS INSURANCE**

The period of insurance is 12 months from 1<sup>st</sup> October 2011.

##### **POLICY COVER**

The policy provides the following sections of cover.

- Public Liability
- Employers' Liability
- Professional Indemnity
- Products Liability

##### **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**

- Fines, liquidated damages or penalties
- Injury to Employees
- Property in your custody or control

- The use of Fire or Pyrotechnics other than flash cotton, flash string or flash paper
- Deliberate acts
- Contractual liability
- Advice and professional services
- Ownership, use of possession of any watercraft in excess of 8 metres in length, aircraft or mechanically propelled vehicle
- Supply of any product
- Cyber liabilities
- Claims arising in a court of law outside of the United Kingdom or the Republic of Ireland

##### **EMPLOYERS' LIABILITY**

###### **Significant Features & Benefits Of Cover**

Provides cover for your legal liability to pay compensation (including costs) following Bodily Injury sustained by any Employee arising out of and in course of their employment or engagement by you during the period of coverage.

The limit of indemnity is £10,000,000 any one occurrence, but limited to £5,000,000 any one occurrence in respect of acts of terrorism and for claims arising from asbestos. The Employers Liability limit of indemnity is inclusive of your own defence costs.

###### **Significant Exclusions Or Limitations**

- Only qualifying members that are resident in the United Kingdom, the Isle of Man or the Channel Islands are entitled to indemnity under this Section.
- Claims for compensation brought in a court of law outside the United Kingdom
- Circumstances where any road traffic legislation requires compulsory insurance
- Work on and/or visits to any offshore rig and/or installation and/or platform

##### **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 commencement date of this policy or the commencement date of ESTA(UK) 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

#### 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

#### POLICY EXTENSIONS

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

The policy extends to cover claims made between individual ESTA(UK) 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 ESTA(UK) member.

##### *Defence Costs*

The policy will also cover Legal Defence Costs arising:

- from any prosecution of the ESTA(UK) 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 the ESTA(UK) 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 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 Hencilla Canworth at the address listed below and we will do our best to resolve the problem.

If you are unable to resolve the matter with us and wish to make a complaint you may do so at any time by referring the matter to the Compliance Officer at International Insurance Company of Hannover Limited, L'Avenir, Opladen Way, Bracknell, Berkshire RG12 0PE. Tel: 01344 397600; Fax: 01344 397601

If after contacting the Compliance Officer 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 (Telephone No: 0845 080 1800). Further information is available from them.

#### FINANCIAL SERVICES COMPENSATION SCHEME

International Insurance Company of Hannover Limited 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 the Financial Services Compensation Scheme (7<sup>th</sup> Floor, Lloyd's Chambers, Portsocken Street, London E1 8BN) and from the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

#### DETAILS OF OUR REGULATOR

Hencilla Canworth Limited and the International Insurance Company of Hannover Limited are authorised and regulated by the Financial Services Authority. The Financial Services Authority website, which includes a register of all regulated firms can be visited at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or the Financial Services Authority can be contacted on 0845 606 1234

#### ADDITIONAL INFORMATION

If you require any further information or wish to request a copy of the policy wording - please contact:

Hencilla Canworth Limited  
Simpson House  
6 Cherry Orchard Road  
Croydon  
Surrey  
CR9 5BB

Tel: 020 8686 5050; Fax: 020 8686 5559; e-mail: [mail@hencilla.co.uk](mailto:mail@hencilla.co.uk)

