

## **SUMMARY OF LIABILITY INSURANCE COVER FOR PERFORMING ARTISTS**

The insurer for this product is ACE European Group Ltd.

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

This commercial insurance product is designed to meet the demands and needs of professionals in your field who wish to ensure that they are protected against their liabilities for accidental injury to other people, or for accidental loss of or damage to property belonging to other people, occurring during the period of insurance in the course of their self-employed professional activities described on the certificate of insurance.

The policy provides an indemnity for any amount you may have to pay as damages up to the limit or limits shown in your certificate. Cover applies to you, and extends to include cover for any accidental injury or damage caused by your employees whilst acting on your behalf in the course of your professional activities, provided they have been declared to and accepted in writing by us.

It also includes cover for your liability for the acts of any sub-contractors engaged by you, but will not provide an indemnity to such sub-contractors themselves (unless you have specifically requested this and we have agreed in writing).

The policy combines cover that would be provided by Public Liability and Products Liability insurances.

### **Limits of Indemnity**

For Public Liability cover, your chosen limit applies to damages payable for each and every event during the period of insurance. For Products Liability and separately for Personal & Advertising Injury cover, the chosen limit is the maximum payable for all damages in any one period of insurance.

For the purposes of this insurance cover, all liability as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause will be regarded as one event.

Costs and expenses are payable by the insurers in addition to the above limits, except that for all claims occurring as a result of work carried out in the USA or Canada, and/or for all claims brought in these countries, the chosen limit is the maximum payable in respect of any one claim including all damages, costs and expenses.

A £250 excess applies to each and every claim for Third Party Property Damage.

### **Additional Cover**

In addition to providing cover for Public and Products Liabilities, the policy also provides cover for legal defence costs in certain specific criminal proceedings:

- As a result of prosecution under the Health and Safety at Work etc Act 1974
- In respect of a breach of Part II of the Consumer Protection Act 1987.

The insurance will also pay court attendance costs as detailed in the policy if you or your employees are required by the insurers to attend court as a witness in connection with any claim under the policy.

### **Exclusions**

The policy does not provide any cover for claims made against you in respect of any actual or alleged breach of professional duty arising from advice design or specification (this should be covered under a Professional Indemnity policy), nor does it cover injury to any employee arising out of and in the course of their employment with you. (If you have employees you should contact us to talk about the optional extension for Employers Liability insurance – see below).

It does not provide cover for any liabilities which should be insured under other types of insurance, such as Motor Insurance, Directors and Officers Liability or Employment Practices Liability.

The policy does not include any cover for damage to your own property or equipment; if you wish to insure these items, please talk to us about All Risks cover.

The insurance does not provide cover for business risks such as contracts for supply of services to your business, your insolvency, pension & benefit schemes and trading losses.

### **EMPLOYERS LIABILITY – OPTIONAL EXTENSION**

This cover is designed to protect the liabilities of an employer for injury caused during the period of insurance to employees and arising in the course of their employment in the activities described on the certificate of insurance.

### **Limit of Indemnity**

The limit is £10,000,000 which is the maximum payable for any one claim in respect of all damages (and for USA/Canada claims and Employers Liability claims all damages, costs and expenses combined). For the purposes of this insurance cover, all liability as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause will be regarded as one event.

No excess is payable under the Employers Liability section.

## **APPLICABLE TO BOTH SECTIONS**

### **What triggers the policy?**

Public and Products Liability cover is on a "claims occurring" basis, which means that cover applies to liability for accidental injury, loss or damage which happened or is alleged to have happened during the period of insurance of the policy.

Employers Liability cover is on a "causation" basis, which means that cover applies to injury or disease which is caused during the period of insurance of the policy.

If you become aware of any circumstances which may give rise to a claim under this insurance, you should immediately contact Towergate Professional Risks on 0113 391 9555

### **Where am I covered?**

Public and Products Liability cover allows you to work anywhere within the European Union and elsewhere in the world if your activities are non-manual provided that you are working from a UK base. However if you are intending to work in the USA or Canada you must inform us in advance so that we can confirm if any additional terms are required.

Employers Liability cover allows you to work anywhere within the United Kingdom and temporarily elsewhere in the world provided that your employees normally reside in the UK.

### **Law Applicable**

The parties to the Policy have the right to choose the law applicable to the Policy. Unless the parties agree otherwise, English Law shall apply.

This document is a summary only of the cover provided and the main exclusions, and is provided so that you have sufficient information to enable you to make an informed choice. Please refer to the policy wording for full details or contact us if there is anything specific you would like to discuss.

## **COMPLAINTS PROCEDURE**

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Our complaints process

Initially, contact us to raise your concern with Towergate Professional Risks

Tel: 0113 391 9555

Fax: 0113 391 9556

Email: [professionalrisks@towergate.co.uk](mailto:professionalrisks@towergate.co.uk)

If your complaint is against ACE European Group Ltd alone, we will pass your complaint to their nominated contact within 24 hours. This will also happen if we

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believe that we cannot resolve your complaint without the involvement of ACE European Group Ltd or there is any query relating to the complaint. The complaints procedure of ACE European Group Ltd will then apply.

If your complaint is not resolved or you are not happy with the response and course of action proposed by ACE European Group Ltd, you can progress your complaint to their Chief Executive who will carry out a separate investigation to attempt to resolve your complaint and will issue a final decision.

ACE European Group Ltd contact details:  
The Chief Executive  
ACE European Group Ltd  
100 Leadenhall Street  
London EC3A 3BP

## **Timescales**

We will acknowledge your complaint within 5 business days of it having been received by us and we will issue you with our final decision letter within 8 weeks.

## **What to do if you are still not satisfied**

If you are still not satisfied Towergate Professional Risks and ACE European Group Ltd are regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service, and you may be able to refer your complaint to them. However, the Financial Ombudsman Service will not adjudicate on any cases where legal action has commenced or where a final decision has not been issued.

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Telephone: 0845 0801800  
Email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## **Your rights**

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above.  
For your protection, telephone calls may be recorded or monitored.

### **This insurance is administered by:**

Towergate Professional Risks, Towergate House, 5 Airport West,  
Lancaster Way, Yeadon, Leeds LS19 7ZA  
Telephone: 0113 391 9555  
Fax: 0113 391 9556

E-mail: [professionalrisks@towergate.co.uk](mailto:professionalrisks@towergate.co.uk)  
[www.towergateprofessionalrisks.co.uk](http://www.towergateprofessionalrisks.co.uk)

Towergate Professional Risks is a trading name of Towergate Underwriting Group Ltd.  
Authorised and regulated by the Financial Services Authority

### **and underwritten by:**

ACE European Group Ltd (Registration number FRN202803)  
UK Head Office, 100 Leadenhall Street, London EC3A 3BP  
Authorised and regulated by the Financial Services Authority