

## Summary of Liability Cover

Insured: **Axis and its subscribed members**

Activities: **The professional artistic activities of Axis members as described to insurers.**

### COMBINED LIABILITY INSURANCE

Primary Policy Number **HU PI6 9273642**

Insurer **Hiscox Underwriting Limited**

Legal liability for damages and legal costs arising out of third party loss, injury or damage, in connection with the activities described above and notified to the Insurers within the period noted above. Cover includes public liability, professional indemnity, liability for damage to leased and rented premises, member to member liability, indemnity to principals and liability arising out of goods sold or supplied including refreshments and Management Liability (Directors & Officers & Corporate Legal Liability). The cover is written on a claims made wording, which means that the cover will respond on the policy in place when the claim is made, not the policy in place when the incident occurred. All incidents that may give rise to a claim in the future should be notified to Insurers through Howden at the time of incident.

### Limit of Indemnity

Public & Products Liability	<b>£10,000,000</b>	any one event (any one period costs inclusive for Products / Pollution)
Professional Indemnity	<b>£5,000,000</b>	any one event

### Excess Legal Liability

Policy Number **32/SZ/29225546/04**

Insurer **Allianz Insurance PLC**

Limit of Indemnity £5,000,000 in excess of the Underlying £5,000,000 limit of indemnity shown above. This provides members with a total Public/Products Liability limit of indemnity of **£10,000,000**

### Principal Exclusions:

Liability arising out of:

- Criminal Acts
- The ownership, possession or use of any mechanically propelled vehicle, aircraft, hovercraft or water-borne craft
- Product Guarantee or recall, repair or replacement
- In connection with damage to any data
- Medical malpractice
- Damage to own property
- Abuse
- Incidents prior to the retroactive date
- Incidents / claims known to you but not reported to Insurers.
- Incidents occurring prior to the start or after expiry of your last period of continuous membership

Cover does not apply in respect of legal actions brought in a court of law outside the United Kingdom and European Union for Public/Products Liability. There is no cover in place for any claims brought in a court of law in the USA or Canada under any section of the policy, and only applicable courts are in the United Kingdom and European Union in respect of Public/Products Liability.

Restricted cover applies in respect of legal actions brought in a court of Law within the USA or Canada

Policy Excess: **£250**

**This document is intended as a summary only and does not represent full terms and conditions.**

**Insurance is provided on the basis that at the time of your membership renewal you have declared any material facts which may affect provision of the cover.**

#### **IN THE EVENT OF A CLAIM**

You must report every claim and any incident that is likely to give rise to a claim in the future. Incident Notification Guidelines are attached to this document to assist you. Please contact Axis **hello@axisweb.org** and complete the necessary report/claim form as soon as possible to avoid prejudicing your claim. **Do not admit liability; do not make an offer or promise to pay.**

#### **INCIDENT NOTIFICATION GUIDELINES**

It is important that all incidents that may give rise to a claim are reported to us as soon as possible after the event. This will enable Insurers to carry out investigations at an early stage whilst information relating to the claim remains fresh in the mind. This will also ensure that you are complying fully with your policy terms and conditions.

In order to achieve this, we ask that you notify us immediately of any incident that involves:

- A fatal accident
- An injury involving either referral to or actual hospital treatment
- Any allegations of libel/slander
- Any allegations of Professional Negligence i.e. arising out of tuition, coaching or advice given
- Any investigation under any child protection legislation
- Any circumstance involving damage to third party property

An injury is defined as:

- Any head injury that requires medical treatment [Doctor or Hospital]
- Any fracture other than to fingers, thumbs or toes
- Any amputation, dislocation of the shoulder, hip, knee or spine
- Loss of sight [whether temporary or permanent]
- Any injury resulting from electrical shock or burn, leading to unconsciousness or requiring resuscitation or admittance to hospital for more than 24 hours
- Any other injury leading to hypothermia, heat induced illness or to unconsciousness which requires resuscitation or admittance to hospital for more than 24 hours
- Loss of consciousness caused by asphyxia or by exposure to a harmful substance or biological agent

Please note the above list is not exhaustive and if you are unsure as to whether an incident should be reported, then please do not hesitate to contact Axis for further advice.

**We would remind you that in NO circumstances should you admit liability or agree to pay for any damage caused as this may prejudice the position of Insurers and COULD result in the withdrawal of any indemnity.**

Finally, please note that this is a Liability policy where Insurers decide if negligence attaches to you. Therefore any payments you make to any third parties will not necessarily be reimbursed.

#### **INCIDENT RECORDING GUIDELINES**

**We would recommend that a designated person within your organisation is made responsible to record any reportable accident/incident. Records must be kept for at least 6 years, and longer where it involves a person under the age of 18 years. Names and addresses of any possible witnesses should also be recorded.**

Current legislation does not specify the format of an accident register but the Accident Book BI 510 obtainable from HMSO is frequently used and is approved by the Information Commissioner for D&A Compliance.

The register must contain the following information relating to all reportable accidents or dangerous occurrences:

- Date and time of accident
- As regards a person at work - full name; occupation; nature of injury; age
- As regards a person not at work - full name; status [e.g. customer]; nature of injury; age
- Place where accident occurred
- A brief description of the circumstances
- Method by which the event was reported

#### **REPORTING INCIDENTS TO HEALTH & SAFETY EXECUTIVE**

You may also have obligations under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013.

For further information go to [www.hse.gov.uk/riddor/index.htm](http://www.hse.gov.uk/riddor/index.htm) and to obtain a copy of the leaflet "Reporting accidents and injuries at work" go to [www.hse.gov.uk/pubns/indg453.pdf](http://www.hse.gov.uk/pubns/indg453.pdf)