



## **BECTU EXTRA MEMBERS' PUBLIC AND PRODUCTS LIABILITY INSURANCE AND PERSONAL ACCIDENT INSURANCE SUMMARY**

### **INTRODUCTION**

This is a summary only. For full information on policy cover, terms and exclusions, please refer to the policy wording, a copy of which is available at [www.bectu.org.uk](http://www.bectu.org.uk).

### **NAME OF THE INSURER**

This policy is underwritten by Hiscox Insurance Company Ltd (Hiscox) under policy number 8541730. Hencilla Canworth GI Ltd (Hencilla) manages the policy.

### **GENERAL CONTRACT DISCLOSURE**

You will not receive any advice or recommendations in respect of this insurance. This cover is provided to qualifying members of Bectu Extra with Hiscox being selected and agreed as the Insurer by Bectu. Hencilla receives a commission from Hiscox for arranging this cover. In sourcing and placing your policy, Hencilla acts as the agent of Hiscox.

### **ELIGIBILITY**

Only Bectu Extra members resident in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man qualify for cover.

**Note: You must maintain your subscription payments to Bectu for the cover to remain operative.**

### **PREMIUM AND DURATION OF INSURANCE**

The policy runs from the 1<sup>st</sup> January 2024 and will expire on the 31<sup>st</sup> December 2024.

### **POLICY COVER**

This policy will provide you individually with Public/Products Liability and Personal Accident insurance as illustrated herein.

### **GEOGRAPHICAL LIMITS**

Cover applies worldwide in connection with the Business conducted by you within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

### **DEMANDS AND NEEDS**

This policy meets the demands and needs of individual members of Bectu Extra that wish to protect against the financial consequences of legal liability claims arising from third party personal injury and/or damage to property of any person not your employee arising during the course of your Business.

### **COMPLAINTS**

If you are dissatisfied with any aspect of the handling of your insurance, in the first instance please contact

Hencilla Canworth GI Limited  
Tel: 020 8686 5050  
E-mail: [bectuextra@hencilla.co.uk](mailto:bectuextra@hencilla.co.uk)

If you remain dissatisfied you can contact the Financial Ombudsman Service at:

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)

### **DETAILS OF OUR REGULATOR**

Hiscox are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Hencilla Canworth GI Ltd is authorised and regulated by the Financial Conduct Authority under reference number 948880.

The FCA website, which includes a register of all regulated firms, can be visited at [www.fca.org.uk](http://www.fca.org.uk).

### **FINANCIAL SERVICES COMPENSATION SCHEME**

All policy insurers are members of the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if they are unable to meet their obligations.

### **ADDITIONAL INFORMATION**

If you have any questions with regards to this insurance policy please contact

Hencilla Canworth GI Ltd  
Tel: 020 8686 5050  
e-mail: [bectuextra@hencilla.co.uk](mailto:bectuextra@hencilla.co.uk)

### **FAIR PROCESSING OF DATA**

How Hencilla processes members personal data is detailed within the Hencilla Privacy Notice which is available on request or by visiting:

[www.hencilla.co.uk/Documents/HC\\_Privacy\\_Notice.pdf](http://www.hencilla.co.uk/Documents/HC_Privacy_Notice.pdf)

## SECTION 1) PUBLIC AND PRODUCTS LIABILITY

### THE BUSINESS

This policy is operative whilst you undertake

- 1) any activity related to your individual employment or engagement within broadcasting, entertainment, cinema, theatre, live events and video games development, or
- 2) any activity related to your employment as an art technician, curator or conservator or
- 3) Any activity related to your employment as a fashion assistant within media, fashion and live events.
- 4) Any activity related to your individual engagement as a Bectu Student member within broadcasting, entertainment, cinema, theatre, live events and video games development. If you employ or engage others you should consider Employers' Liability and additional Public Liability cover.

### WHAT IS COVERED – KEY FEATURES

If, as a result of your Business, any party brings a claim against you for

- a) bodily injury or property damage occurring during the period of insurance or
- b) personal injury or denial of access committed during the period of insurance,

Insurers will indemnify you against the sums you have to pay as compensation. This includes a claim against any employee when they are acting on your behalf in whatever capacity. Insurers will also pay defence costs but will not pay costs for any part of a claim not covered by this section.

### Claims against principals

If, as a result of your Business, any party brings a claim against any party with whom you have entered into a contract or agreement in connection with your Business; and you are liable for that claim, Insurers will treat such claim as if it had been made against you and make the same payment to such party that they would have made to you subject to the terms of the policy.

### Additional Cover

This policy also includes claims for:

- Abuse or molestation claims
- Overseas personal liability
- Cross liabilities
- Criminal proceedings costs
- Loss of third-party keys
- Failure to secure third-party premises
- Unauthorised use of third-party telephones by your employees
- Cover for Defective Premises Act liability
- Court attendance compensation

Please refer to the Policy Document for full details of these covers.

### SPECIAL CLAUSES

#### Member

Members covered by this policy are defined as follows:

- 1) Any current Bectu Extra member legally resident in the United Kingdom, the Channel Islands or the Isle of Man;
- 2) A limited company as defined under the Companies Act 1985 operating in connection with The Business where the Policyholder is the sole employee and director other than one additional director who is a family member and engaged in clerical duties only; or
- 3) Any partnership in respect of work performed under a formal partnership arrangement with any party who is also a member of Bectu Extra registered under this policy,

providing that they maintain their membership or subscription payments to Bectu Extra.

#### Third Party Property Clause

**Applicable to all insured members other than fashion assistants**

Insurers will pay for damage to property held in trust by you or in your custody or control in connection with the Business.

Insurers will not make any payment for any claim where

- the damage is to property owned, leased, hired or rented to you
- the damage happened when the property was held in trust or in the custody or control of any other person
- indemnity is provided by another insurance policy
- the damage is to property which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.

The most Insurers will pay is:

- 1) £25,000 for each such claim, excluding defence costs; and
- 2) £100,000 per Insured during the period of insurance, excluding defence costs.

The claims excess is £500.

#### Applicable to fashion assistants

Insurers will pay for damage to property held in trust by you or in your custody or control in connection with the Business.

Insurers will not make any payment for any claim where

- the damage is to property owned, leased, hired or rented to you
- the damage happened when the property was held in trust or in the custody or control of any other person

- indemnity is provided by another insurance policy
- the damage is to property which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.
- for any damage to Jewellery

The most Insurers will pay is:

- 3) £10,000 for each such claim, excluding defence costs; and
- 4) £25,000 per Insured during the period of insurance, excluding defence costs.

The claims excess is £500.

### Special Effects

Insurers will not make any payment for any claim or part of a claim or loss directly or indirectly due to or arising from your use of physical special effects and or pyrotechnics special effects at film, television or advertising production sites unless you have complied with the BECTU special effects code of practice and are working within their grade as specified by the Joint Industry Grading Scheme (JIGS).

Insurers will not make any payment for any claim or part of a claim or loss directly or indirectly due to you conducting work at any settings within audio visual production, broadcasting, entertainment, cinema, theatre, live events and video games development using publicly available:

- a) stage pyrotechnic devices, unless you have completed a basic BECTU recognised operational pyrotechnic safety awareness course and complied with the manufacturer's instructions; or
- b) Accepted Physical Special Effects, unless you have complied with the manufacturer's instructions.

The following definition applies for the purposes of this endorsement:

### Accepted Physical Special Effects

Smoke, fog and haze machines, excluding dry ice machines, pocket air cannons, glitter and confetti streamers and blasters, bubble machines, lasers, and fake flame machines.

### Products exported to North America

Insurers will indemnify you in respect of product exports to North America.

However, this does not apply to any liability arising from

- any hold harmless agreements, vendors liability or subrogation waivers or
- pollution, contamination of buildings or other structures or of water or land or the atmosphere

happening in North America or where a claim is brought in a court of law in North America.

### HOW MUCH WILL INSURERS PAY

Insurers will pay up to £10,000,000 limit of indemnity for each actual or threatened claim plus defence costs.

Lower limits apply to claims against you for

- Abuse or Molestation
- Products
- Pollution; and
- claims brought in USA or Canada

see the Policy Document for full details.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in your work will be regarded as one claim.

### WHAT IS NOT INSURED

**Insurers will not make any payment for any claim or part of a claim or loss directly or indirectly due to:**

- 1) Loss or damage to property belonging to you or which is in your care, custody or control. This does not apply to
  - a) the cover shown in the Schedule under the Amendment of cover: third party property clause or
  - b) vehicles or personal effects belonging to your employees or visitors, while on your premises;
  - c) premises, including their contents, which are not owned or rented by you, where you are temporarily carrying out your business;
  - d) premises rented to you, for loss or damage not insurable under property insurance policies and for which you would not be liable other than by the lease or other agreement;
  - e) loss of a third-party's keys or electronic pass cards
- 2) The ownership, possession, maintenance or use of any aircraft or other aerial device, drone, hovercraft, self-balancing motorised scooter, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.
 

This does not apply to

  - a) any tool of trade or
  - b) the loading or unloading of any vehicle off the highway.
- 3) Bodily injury to any employee; or person supplied by you to a client under contract which occurs anywhere other than at your premises.
- 4) Pollution
  - a) of buildings or other structures or of water or land and or the atmosphere; or any bodily injury or property damage directly or indirectly caused by pollution; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance
  - b) occurring in the United States of America or Canada.

- 5) Cyber incidents
- 6) Professional advice designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice prepared or given by you. The provision of or failure to provide any treatment or care of a person or animal, other than the provision of first aid in connection with your Business.
- 7) Tour operator's liability
- 8) The costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts.
- 9) ny products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products.
- 10) The failure of any of your products or any service, process or system provided or managed by you to perform the function or serve the purpose for which it was intended.
- 11) Deliberate or reckless acts.
- 12) The actions of any person supplied by you to a client under contract.
- 13) Your liability under any contract which is greater than the liability you would have at law without the contract.
- 14) Terrorism, war or nuclear risks
- 15) Any actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data.
- 16) Asbestos risks.
- 17) That part of any claim where your right of recovery is restricted by any contract.
- 18) Fines and contractual penalties, punitive or exemplary damages.
- 19) Stunt performing or coordinating.
- 20) The use of
  - electric, oxyacetylene or similar welding or cutting equipment;
  - cutting and grinding equipment using abrasive disks or wheels;
  - blow lamp, blow torch, hot air gun or hot air stripper;
  - asphalt, bitumen, tar or pitch heat; or
  - thermal lance,

unless it is used on any premises owned, hired or rented by you.

21) **Applicable to Art Technicians, Curators and Conservators only:**

Insurers will not make any payment for any claim due to the treatment, framing, repair, restoration and excavation of any item.

22) The claims excess stated in the Policy Schedule

**PRINCIPAL CONDITIONS**

**Claims procedure**

You must notify Insurers promptly of any claim or anything which may give rise to any claim against you.

You must notify Insurers immediately and in any event within seven days of any claim for bodily injury or abuse or molestation. At Insurers request, you must confirm the facts in writing within 30 days with as much information as is available.

You should make this notification directly to

[bectuextra@hencilla.co.uk](mailto:bectuextra@hencilla.co.uk) &/or  
[liability.claims@hiscox.com](mailto:liability.claims@hiscox.com)

or by post to:

UKSC Liability Claims,  
The Hiscox Building,  
Peasholme Green,  
York  
YO1 7PR.

When dealing with a third party, you must not admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. If you do, we may reduce any payment we make under this section by an amount equal to the detriment that we have suffered as a result.

**Reasonable Precautions**

You must take reasonable steps to prevent accident or injury and to protect your property against loss or damage.

You must keep any property insured under this policy in good condition and repair.

Insurers will not make any payment under this policy in respect of any incident occurring whilst you are not in compliance with this condition unless you can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.

## SECTION 2) PERSONAL ACCIDENT

### ELIGIBILITY

Any Bectu Extra member aged between 16 and 80 years old at inception, legally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man is insured by this cover.

### ACTIVE TIME

This policy is active whilst you are undertaking

- 1) any activity related to your individual employment or engagement within broadcasting, entertainment, cinema, theatre and live events or
- 2) any activity related to your employment as an art technician, curator or conservator or
- 3) any activity related to your employment as a fashion assistant within media, fashion and live events or whilst travelling between your place of residence and place of work above.

### DEMANDS AND NEEDS

This policy meets the demands and needs of individual members that require specified financial benefits following an insured accident at work resulting in temporary/ total disablement or loss of life.

### WHAT IS COVERED

If whilst undertaking your Business, you suffer accidental bodily injury you will receive the following benefits;

Temporary disablement:	£100 per week for each week of disability payable for a maximum 52 weeks (subject to minimum disability period of 14 days)
Permanent disablement or death:	£20,000
Funeral expenses:	£5,000
Medical expenses:	£10,000
Physio expenses:	£5,000
Workplace alteration expenses:	£5,000
Counselling expenses:	£5,000

### WHAT IS NOT INSURED

**Insurers will not make any payment for accidental bodily injury sustained whilst you are taking part in;**

- 1) a) Winter sports: off-piste skiing unless accompanied by a suitably experienced guide, free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters or any competition;
- b) Free diving or the following scuba diving activities:
  1. any unaccompanied dive,
  2. any dive involving visits to wrecks or caves,
  3. any dive for gain or reward, or any dive below 30 metres.

4. any other scuba diving activities are only covered if the insured person
  - i. holds the British Sub Aqua Club 'Sports Diver' certificate or the Professional Association of Diving Instructors 'Open Water' certificate and follows the relevant club or association rules and guidelines at all times; or
  - ii. dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times;
- c) Potholing, caving, hang-gliding, parachuting, parasailing, paragliding, kite surfing, mountaineering, coastering or rock-climbing for which the insured person would normally need to use ropes or guides, bungee jumping, white-water rafting or any other activity with a similar increased risk of physical injury;
- d) Any combat sport including, but not limited to, boxing, wrestling or martial arts;
- e) Armed forces activities including operations, exercises or training; or
- f) Flying as a pilot or aircrew or any other aerial activities other than travel by commercial airlines as a passenger.

- 2) any accidental bodily injury occurring in Afghanistan, Central African Republic, Chad, Democratic Republic of Congo, Iran, Iraq, Israel, Ivory Coast, Libya, Niger, Somalia, South Sudan, Sudan, Syria or Yemen.
- 3) any accidental bodily injury or illness directly or indirectly arising out of or contributed to by:
  - a) Emotional or psychiatric disorder or condition;
  - b) Taking or using drugs or controlled substances (other than drugs prescribed by their medical practitioner and used properly);
  - c) Committing or attempting suicide or deliberately injuring themselves;
  - d) Deliberately exposing yourself to exceptional danger unless trying to save a human life;
  - e) Any criminal act;
  - f) Any physical defect, infirmity or medical condition known to the insured person at inception, unless the defect, infirmity or condition has been without the need of any medical advice or treatment during the 24 months before inception;
  - g) Any congenital, cardiovascular, oncological, chronic or gradually operating condition or infection which could recur and which was known to the insured person at inception or for any surgery which was planned before inception.
  - h) HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease;
  - i) Pregnancy or childbirth.
  - j) Asbestos risks;

- 4) Cyber attack, hacker, or computer or digital technology error.
- 5) War, nuclear or terrorism.
- 6) Stunt Performing or Coordinating.

#### **PRINCIPAL CONDITIONS**

- 1) You must notify Insurers promptly of any accidental bodily injury which might be covered under this section;
- 2) You must seek the advice of a suitably qualified medical practitioner as soon as possible after suffering injury and follows any medical advice they are given.

If you need to make a claim, you should contact

#### **Van Ameyde UK Limited**

Tel: 0208 315 0732,

e-mail: [adjusters@vanameyde.com](mailto:adjusters@vanameyde.com)

You will need to provide your:

- full name
- contact details
- business name
- address and postcode
- policy number
- circumstances of the claim.

If anything happens that might be covered under the policy, you must comply with the obligations set out in General claims conditions, together with the obligations set out under Your obligations in the policy wording. It is important that you read the policy for details of its terms in full.