



## Craft Potters Association Members' 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 SE. A full schedule of insurers is listed in the Policy Wording or is available on request.

### ELIGIBILITY

All individual registered Fellow & Professional members of the Craft Potters Association (CPA) will automatically be covered by this policy. Associate members shall also be covered provided they have paid the appropriate membership fee

### DEMANDS AND NEEDS

This policy meets the demands and needs of individual ceramic studio artists 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 will be issued for an annual period commencing 01/01/2018 and shall be renewable annually thereafter. The policy covers incidents occurring during this period of insurance.

### YOUR BUSINESS

This policy is only operative while you are undertaking the production, exhibition, display and sale of ceramic artwork, the participation in an open studio or similar event and the teaching of ceramic art skills.

### 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 anywhere in the world with the exception of 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 £5,000,000 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 CPA 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 CPA member.

#### *Defence Costs*

The policy will also cover Legal Defence Costs arising:

- from any prosecution of the CPA 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 CPA member £250 for each day they are required to attend court as a witness at the request of the Underwriters.

### POLICY EXCESS

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

## **PRINCIPAL EXCLUSIONS**

- 1 Bodily Injury to any Person Employed
- 2 Any process involving the application of heat away from your studio or normal workspace other than the use of pottery ovens, kilns or any domestic appliance
- 3 Risks that require more specific insurance i.e. Use of Motor Vehicles, Watercrafts, Aircrafts etc
- 4 Any activity undertaken within or product supplied to the United States of America or Canada
- 5 Damage to Property owned by or in the care, custody or control of the CPA Member
- 6 Liability for breach of professional duty or inadequate advice

## **HOW TO MAKE A COMPLAINT**

It is always the intention to provide a first class standard of service. However it is appreciated that occasionally things go wrong. In some cases we will be able to resolve any concerns and you should contact us directly.

Alternatively if you need to complain please contact the Pen Underwriting Limited Complaints Officer quoting your policy or claim number.

Pen Underwriting Limited Complaints Officer  
3 Atlantic Quay, 20 York Street, Glasgow, G2 8JH  
Telephone: 0141 285 3539  
Email: [pencomplaints@penunderwriting.com](mailto:pencomplaints@penunderwriting.com)

Your complaint will be acknowledged within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt Pen Underwriting will write to You and let You know what further action will be taken. A final response letter will be issued within 8 weeks of receipt. Upon receipt of the letter if You remain dissatisfied You may refer Your complaint to the Financial Ombudsman Service.

The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

The Financial Ombudsman Service  
Exchange Tower, London E14 9SR  
Telephone: 0800 0234567 (for landline users);  
Telephone: 0300 1239123 (for mobile users)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of the final response from Your Insurer to refer Your complaint(s) to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

## **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.*

## **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**

ArgoGlobal and all other consortium insurers are authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority. Hencilla Canworth Limited are authorised and regulated by the Financial Conduct 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.

## **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.

## **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)