



Basketmakers 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 Covéa Insurance PLC. A full schedule of insurers is listed in the Policy Wording or is available on request.

ELIGIBILITY

All enhanced members of the Basketmakers Association who comply with the eligibility criteria below will automatically be covered by this policy.

Eligibility Criteria:

1. The member is a fully paid up member of the association
2. The member does not trade as a Limited Company, Limited Liability Partnership, Community Interest Company or any similar incorporated entity
3. The member does not have any employees on a full-time or part-time basis or engages any freelance workers on a labour only basis
4. The member is domiciled in the United Kingdom
5. The member does not trade out of a permanent retail premises other than a market stall or similar type arrangement.

DEMANDS AND NEEDS

This policy meets the demands and needs of individuals involved in the design and making of baskets and other similar craftwork and also the teaching of basketmaking skills and 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 the period 01/01/2021 to 31/12/2021 and shall be renewable annually thereafter. The policy covers incidents occurring during this period of insurance.

YOUR BUSINESS

This policy is only operative in respect of the following activities:

Designing, making, exhibition, display and sale of baskets and similar works of craft, chair-seating (including repair work), the teaching and demonstration of basketmaking, chair-seating and similar craftmaking 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.

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 EXCESS

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

An excess of £2,500 will apply in respect of any claim made that originates in the USA or Canada, or is subject to USA or Canadian law.

POLICY EXTENSIONS

Cross Liabilities (Member to Member Liability)

The policy extends to cover claims made between individual 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 member.

Defence Costs

The policy will also cover Legal Defence Costs arising:

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

PRINCIPAL EXCLUSIONS

- 1 Bodily Injury to any Person Employed
- 2 Any process involving the application of heat
- 3 Risks that require more specific insurance i.e. Use of Motor Vehicles, Watercrafts, Aircrafts etc
- 4 Damage to Property in the custody or control of the Member
- 5 Liability for breach of professional duty or inadequate advice
- 6
 - i) punitive damages
 - ii) asbestos
 - iii) pollution or contamination of any kind in respect of any claim brought in North America

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.

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 (FSCS)

Covéa Insurance PLC are members of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU

Tel: 0800 678 1100
Web: www.fscs.org.uk

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

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
Website: 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.

DETAILS OF OUR REGULATOR

Hencilla Canworth Limited are authorised and regulated by the Financial Conduct Authority.

Covéa Insurance PLC is authorised and regulated by the Financial Conduct Authority. All consortium insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at www.fca.org.uk or the FCA can be contacted on 0800 111 6768.

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