



BECTU PLI EXTRA - 2020

BECTU MEMBERS' PUBLIC AND PRODUCTS LIABILITY INSURANCE AND PERSONAL ACCIDENT INSURANCE SUMMARY

INTRODUCTION

This is a summary only. For definitive information on policy cover, terms and exclusions, please refer to the policy wording, a copy of which is available at www.bectu.org.uk.

NAME OF THE INSURER

This policy is underwritten by Argo Direct Ltd on behalf of Argo Global SE and Covea Insurance plc. Hencilla Canworth 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 with specific Insurers being selected and agreed by BECTU. Hencilla receives a commission from the insurer for arranging this cover. In sourcing and placing your policy, Hencilla acts as the agent of the Insurer.

ELIGIBILITY

BECTU members resident in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man may apply for cover.

Note: You must maintain your subscription payments to BECTU for cover to remain operative.

PREMIUM AND DURATION OF INSURANCE

The policy runs for 12 months from the 1st May 2020. The premium is £40 including insurance premium tax for the year or part year. You are only covered once registered.

POLICY COVER

This policy will provide you individually with Public/Products Liability and Personal Accident insurance as illustrated herein. To be covered, you must register with BECTU and receive confirmation of cover. Cover will commence on receipt of your payment.

TERRITORIAL 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 that wish to protect against liability claims resulting from third party personal injury and/or damage to property of any person not your employee arising during the course of The Business.

SECTION 1) PUBLIC AND PRODUCTS LIABILITY

OPERATIVE TIME - THE BUSINESS

This policy is only operative whilst you undertake (1) any activity related to your individual employment 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. If you employ or engage others you should consider Employers' Liability and additional Public Liability cover.

KEY FEATURES OF COVER

This policy will indemnify you against legal liability for damages in respect of accidental;

- (i) third party personal Injury
- (ii) damage to third party property
- (iii) obstruction trespass nuisance or interference with any right of way air light or water or other easement.

Occurring during the Period of Insurance within the Territorial Limits in connection with The Business.

The Limit of Indemnity is £10,000,000 any one claim (any one period in respect of Products Supplied, Pollution and Contamination) and costs and expenses inclusive for North American Products Supplied.

WHAT IS NOT INSURED

Legal liability arising from the following is not covered;

- War and Similar Risks.
- Radioactive and Other Contamination.
- Date Recognition failure.
- Cyber Liability.
- Sanction Limitation and Exclusion.
- Injury to Employees.
- Ownership or use of any aircraft etc or watercraft exceeding 8 meters. Ownership or use of any motor vehicle, trailer or plant where compulsory insurance is required.
- Property in your care, custody & control other than that provided under the Property belonging to a Third Party section below.
- Replacement or Repair of defective Products.
- Product Recall.
- Advice or Professional Services.
- Aviation & Nuclear Work and Products.

- Pollution or Contamination.
- Offshore Risks.
- Fines, liquidated damages or penalties.
- Contractual Liability for Products Supplied.
- Terrorism.
- Asbestos Risks.
- Nuclear Risks.
- The policy excess of £250 for property damage other than the Special Clause below.
- The use away from the Insured's premises of any welding, cutting or grinding equipment, blow lamps/torches, hot air guns/strippers, asphalt, bitumen, tar or pitch heater, thermal lance.
- Stunt performing or co-ordinating.
- Special effects – see Special Clause below.
- The treatment, framing, repair, restoration and excavation of any item (applicable to The Business 2 above only).

SPECIAL CLAUSES (POLICY ENDORSEMENTS)

Limited companies and work in partnership

- A member's individual Limited Company undertaking insured activities will be covered by this policy where the member is the only Director or employee other than a Director who is a family member undertaking clerical duties.
- Members working in formal partnership with other BECTU members registered under this scheme will also be insured.

Property belonging to a Third Party

- Insurers will pay up to £25,000 for each member (to a maximum £100,000 during the policy period) in respect of legal liability for damage to property, which is in the custody or control of the member arising during the course of The Business. A lower limit of £10,000 applies to fashion assistants.
- Insurers will not pay for a) damage to items owned, leased, hired or rented to you b) damage to property, which is held in trust or in the custody or control of any other person c) the first £500 of any claim d) where indemnity is provided by another insurance policy e) Damage 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 (f) Jewellery or other high value items other than clothing (applicable to fashion assistants only).

Special Effects

- Cover will not operate in respect of the use of any physical special effects or pyrotechnic special effects at film and television sites or live events unless members have complied with the BECTU Special Effects Code of Practice and are working within their JIGS grade.

- Where members who do not hold a grade as specified by JIGS and conduct work at theatrical and live event sites using publicly available stage pyrotechnic devices, members must have completed a basic BECTU recognised Operational Pyrotechnic Safety Awareness Course.

PRINCIPAL CONDITIONS

Claims procedure

You must

- notify Insurers immediately of any event or occurrence, which may result in a claim.
- not admit or repudiate liability following a potential incident under this cover.

Reasonable Precautions

You shall take all reasonable precautions

- to prevent any Event which may give rise to a claim under this Policy.
- to maintain Your premises and machinery and everything used in Your Business in proper repair.
- in the selection and supervision of Employees.
- to comply with all statutory and other obligations and regulations imposed by any authority.
- to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

SECTION 2) PERSONAL ACCIDENT

OPERATIVE TIME

This policy is only operative whilst you undertake (1) any activity related to your individual employment 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.

POLICY COVER AND BENEFITS PAYABLE

This policy covers Bodily Injury following an Accident at work including commuting with the benefits being as follows; (i) Temporary Total Disablement (from own occupation) = £100 per week payable for a maximum 52 weeks excluding the first two weeks (ii) Permanent Total Disablement (from own occupation) £20,000 (iii) Loss of life following accident = £20,000.

Permanent Total Disablement/Death benefits are reduced to £10,000 and the Temporary Total Disablement benefits are payable for a maximum 26 weeks excluding the first 14 days in respect of members aged 70 yrs and under 75 yrs. Permanent Total Disablement /Death benefits are reduced to £5,000 and the Temporary Total Disablement benefits are reduced to £50 per week and is payable for a maximum 26 weeks excluding the first 14 days in respect of members aged 75 yrs and under 80 yrs.

WHAT IS NOT INSURED

- The first 14 days in respect of Temporary Total Disablement.
- Abseiling, boxing, caving, hunting, ice hockey, judo, martial arts, polo, potholing, professional sports, sub aqua diving, water skiing, winter sports or wrestling.
- Flying and aerial activities or any kind other than as a fare paying passenger in a properly certified multi engine passenger carrying aircraft or helicopter flown in the course of licenced operations.
- Mountaineering or rock climbing which would normally necessitate the use of ropes or guides.
- Racing of any kind other than on foot or swimming or engaging in or taking part in armed forces service or operations.
- The use of a motorcycle (as driver or passenger) other than under 250c.c and when the driver is duly qualified and is possession of a current UK driving licence and both driver and passenger wear safety helmet(s) and appropriate clothing.
- Any pre-existing defect infirmity medical condition or chronic or recurring ailment of which an Insured Person is aware of or could reasonably be expected to have been aware unless it had been without the need for medical advice/treatment 24 months prior to the accident.
- Pregnancy or Childbirth.
- Bodily Injury sustained while under the influence of or due wholly or partly or directly or indirectly to the taking of drugs other than drugs taken as prescribed by a qualified registered medical practitioner but not for the treatment of drug addiction.
- An Insured Person committing or attempting to commit suicide or in a state of insanity.
- Self-inflicted Bodily Injury or deliberate exposure to exceptional danger unless in an attempt to save human life.

SPECIAL DEFINITIONS

- Accident means sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance.
- Bodily Injury means Injury caused (i) by an Accident and (ii) solely and independently of any other cause results in an Insured Person's death or disablement or other injury within twelve months from the date of the Accident.
- Bodily injury does not include sickness.

PRINCIPAL CONDITIONS

- You must notify Insurers immediately and in any event within 3 months of any incident or occurrence, which may result in a claim.

- Permanent Total Disablement shall be payable only on certification by a medical referee of permanent total disablement as defined in the Schedule applicable to this Section and not before the expiry of 52 consecutive weeks disablement.
- Temporary Total Disablement shall be payable up to but not exceeding the period shown in the Schedule and shall be paid at the end of any period of disablement or at the Insured's request at periodic intervals of not less than 4 weeks.
- the total sum payable in respect of any one or more claims shall not exceed in all the largest benefit under any one of the items contained in the schedule other than any weekly benefit payable.

COMPLAINTS

If you are dissatisfied with any aspect of the handling of your insurance contact Hencilla Canworth on tel: 020 8686 5050.

If you remain dissatisfied you can contact the Financial Ombudsman Service at:
South Quay Plaza
183 Marsh Wall
London
E14 9SR

DETAILS OF OUR REGULATOR

Argo Direct Limited is authorised and regulated by the Financial Conduct Authority. ArgoGlobal SE is authorised by the Malta Financial Services Authority to carry on General Insurance Business under the Insurance Business Act, 1998. Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Hencilla Canworth Ltd is authorised and regulated by the FCA – ref 226263. The FCA website, which includes a register of all regulated firms, can be visited at 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 Ltd at :
Simpson House
6 Cherry Orchard Road
Croydon
CR9 6AZ
tel 020 8686 5050
fax 020 8686 5559
e- mail bectupli@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:
https://www.hencilla.co.uk/Documents/HC_Privacy_Notice.pdf