BECTU EXTRA & PROSPECT EXTRA

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.

NAME OF THE INSURER

This policy is underwritten by Hiscox Insurance Company Ltd (Hiscox) under policy number 8541730.

The policy is arranged and administered by Hencilla Canworth (Hencilla), a trading name of Howden Insurance Brokers Limited.

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 or Prospect 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 or Prospect 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 / Prospect for the cover to remain operative.

DURATION OF INSURANCE

The policy runs from the 1st January 2027 and will expire on the 31st December 2027.

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 or Prospect 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
Tel: 020 8686 5050
E-mail: complianceHIBL@howdengroup.com

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

DETAILS OF OUR REGULATOR

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

Howden Insurance Brokers Limited are authorised and regulated by the Financial Conduct Authority under reference number 309639.

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
Tel: 020 8686 5050
e- mail: bectu@howdengroup.vcom

FAIR PROCESSING OF DATA

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

Howden Insurance Brokers Ltd Privacy Policy

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, fashion, live events and video games development, or
2) any activity related to your employment as an art technician, curator or conservator, or within the cultural or heritage sectors; or
3) 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 or Prospect 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 or Prospect as appropriate.

Third Party Property Clause

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 member during the period of insurance, excluding defence costs (limited to £25,000 per member in respect of jewellery)

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 the USA or Canada
Insurers will indemnify you in respect of product exports to the USA or Canada.

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

The most the insurer will pay for Public and Products Liability claims is £10,000,000, subject to the terms, conditions and exclusions of the Policy.

Certain parts of the cover have lower limits. These include criminal proceedings costs of £100,000 and separate limits applying to Third Party Property.

The applicable limit may operate per claim or in the aggregate for the period of insurance, depending on the type of claim.

Please refer to the Policy Document and Policy Schedule for full details of the limits that apply.

WHAT IS NOT INSURED

Public and Products Liability cover is subject to a number of exclusions. These include, but are not limited to, claims arising from:

- Injury to employees – bodily injury to anyone arising from their employment by you.
- Property in your custody or control – damage to property which you own or which is in your custody or control, except where specifically covered by the Policy.
- Vehicles, aircraft and watercraft – liability arising from the ownership, possession or use of certain vehicles, aircraft or watercraft.
- Products – certain products or circumstances involving products, including specified higher-risk products and products knowingly exported to the USA or Canada.
- Professional advice or services – liability arising from professional advice, design or services where this falls outside the cover provided by the Policy.
- Pollution or contamination – liability arising from pollution or contamination, except where specifically covered by the Policy.
- Defamation, intellectual property and confidential information – certain claims involving defamation, infringement of intellectual property rights or confidential corporate information.
- Cyber events – certain claims arising from cyber incidents, computer systems, data or digital activities.
- Railways and aircraft – certain activities involving railways or aircraft.
- Hazardous substances and materials – including asbestos and certain other substances specifically excluded by the Policy.
- War, terrorism and nuclear risks – liability arising from specified war, terrorism or nuclear events.
- Fines, penalties and punitive damages – fines, penalties and certain other amounts which you are legally prohibited from insuring.
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Other exclusions and restrictions also apply. Please refer to the Policy Document for full details of what is and is not insured.

PRINCIPAL CONDITIONS

You must take reasonable steps to prevent accidents, injury or damage and comply with any legal or regulatory requirements that apply to your activities.

If an event occurs which may result in a claim, you must notify the insurer promptly and provide any information and assistance reasonably required in connection with the claim.

You should not admit liability, agree to settle a claim or incur costs in connection with a claim without the insurer's agreement.

Failure to comply with the policy conditions may affect your entitlement to make a claim.
Please refer to the Policy Document for full details of your obligations and the conditions that apply.

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PERSONAL ACCIDENT

ELIGIBILITY

Any Bectu Extra or Prospect 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 within the cultural or heritage sectors; 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
Retraining Expenses:	£10,000

WHAT IS NOT INSURED

Personal Accident cover is subject to a number of exclusions. These include, but are not limited to, claims arising from:

Hazardous Pursuits

Cover does not apply to accidental injury sustained whilst taking part in certain hazardous pursuits or activities with an increased risk of physical injury. These include certain winter sports and diving activities, endurance and mass-start events, combat sports or activities involving weapons, mountaineering and climbing activities, potholing and caving, certain water sports, equestrian activities, armed forces activities and certain flying or aerial activities.

Some activities may be covered subject to specific qualifications, supervision or other requirements.

Location Restrictions

Personal Accident cover does not apply where an injury or illness occurs or first becomes apparent in a country or territory to which, at the time you leave the United Kingdom, the Foreign, Commonwealth & Development Office advises against **all travel** or **all but essential travel**.

Other Personal Accident Exclusions

Personal Accident cover does not apply to injury or illness arising from:

- **War, terrorism, nuclear risks or civil commotion** – including injury or illness arising from war, terrorism, nuclear risks and, in certain circumstances, civil commotion.
- **Alcohol or drugs** – where injury or illness results from being under the influence of alcohol or drugs, except drugs taken as prescribed by a medical practitioner.
- **Criminal acts** – where injury or illness results from committing or attempting to commit a criminal offence.
- **Self-inflicted injury** – intentional self-injury or attempted suicide.
- **Pre-existing medical conditions** – where applicable under the terms of the Policy Document.
- **Sickness or disease** – except where specifically covered under the terms of the Personal Accident section.

Separate exclusions and restrictions also apply to certain hazardous pursuits and travel to particular countries or territories, as detailed above.

Please refer to the Policy Document for the full Personal Accident exclusions, including any exceptions, qualifications or conditions that apply.

PRINCIPAL CONDITIONS

If you suffer an injury which may result in a claim under the Personal Accident cover, you must:

- notify the insurer promptly of the injury;
- seek advice or treatment from a suitably qualified medical practitioner as soon as possible; and
- follow any medical advice or treatment you are given.

You should also take reasonable steps to prevent accident or injury and minimise any loss.

Failure to comply with the policy conditions may affect your entitlement to make a claim. Please refer to the Policy Document for full details of the conditions that apply.

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