Public & Products Liability Insurance

Policy summary for members of the Society of Authors

INTRODUCTION
This is a summary only. For definitive information on policy wording, terms and exclusions please refer to the insurers policy wording, a copy of which is available on request.

NAME OF THE INSURERS
This insurance is underwritten by Covea Insurance PLC

ELIGIBILITY
All qualifying members of Society of Authors who are normally resident in the United Kingdom, the Channel Islands or the Isle of Man will be automatically covered by this policy.

PERSONAL SERVICE COMPANIES
The policy will also cover the Personal Service Company of an insured member.

A Personal Service Company is a limited company where the member is the sole director & employee of the company with the exception of another family member undertaking clerical & administrative duties only.

DURATION OF THIS INSURANCE
This policy will cover qualifying members who purchase or renew qualifying membership of Society of Authors during the 01/08/2021 to 31/07/2022 inclusive. The cover applies to the duration of the membership period providing that:

a) The membership commenced within the dates quoted above
b) The period of membership is for a maximum of 12 months.

YOUR BUSINESS

a) Any activity connected with the Assured's occupation as a professional writer, literary translator or illustrator (including but not limited to writing, promotions, lectures, appearances, performances, readings and recitals)

b) Work undertaken in connection with the advancement of education or reading for pleasure or writing (including but not limited to lecturing, teaching, mentoring, school visits and participation in educational workshops or festivals)

POLICY COVER

This policy will provide you with Public and Products Liability Insurance

PUBLIC & PRODUCTS LIABILITY

Significant Features & Benefits 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 £10,000,000 for any one claim and in the aggregate in respect of all claims arising from the supply of any Product. The Limit of indemnity is reduced to £5,000,000 for claims arising in North America.

Significant Exclusions or Limitations
This policy does not cover

1 the first £250 of any claim arising from damage to third party property
2 Bodily Injury to any Person Employed
3 Damage to Property in the care, custody or control of the insured member
4 any work undertaken at power stations or nuclear installations/establishments, oil, gas or chemical refineries, bulk storage or production premises, airports (airside only) or railways (trackside only)
5 risks that require more specific insurance e.g. motor vehicles, watercrafts, aircrafts
6 fines, penalties or punitive damages of any kind
7 Pollution or contamination unless from sudden and accidental causes
8 the costs of repair, recall or replacement of defective products
9 liability for breach of professional duty or inadequate advice
10 i) the first £2,500
   ii) asbestos
   iii) pollution or contamination of any kind
in respect of any claim brought that is subject to the jurisdiction of a court in the USA or Canada

Extensions To The Public & Products Liability Cover

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.
Overseas Personal Liability
This policy will cover the member plus their accompanying spouse and dependent children for liability incurred in a personal capacity whilst visiting a country outside of the United Kingdom in connection with the Business.

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.

HOW TO MAKE A COMPLAINT
We are dedicated to providing you with a high standard of service and we want to ensure we maintain these standards at all times. If you feel that we have not offered you a first class service please contact us at the following address and we will do our best to resolve the problem:

David Pollard
Chief Executive
Hencilla Canworth Limited
Simpson House, 6 Cherry Orchard Road, Croydon, Surrey CR9 6AZ
Tel: 020 8686 5050
Fax: 020 8686 5559

If you are unable to resolve the matter with us your complaint may be referred to your insurer.

If you are still dissatisfied you may be able to refer your complaint to

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel: 0800 023 4567
Web: www.financial-ombudsman.org.uk

FINANCIAL SERVICES COMPENSATION SCHEME
Covea Insurance PLC are members of the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the scheme if they are unable to meet its 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
1 St Botolph Street
London
EC3A 7QU
Tel: 0800 678 1100
Web: www.fscs.org.uk

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.