

# Member's Combined Liability Insurance Public Liability, Products Liability and Employers' Liability

## Employers' Liability POLICY SUMMARY



#### INTRODUCTION

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

#### NAME OF THE INSURERS

This insurance is underwritten by Covea Insurance plc.

#### **ELIGIBILITY**

All members of the Mobile Disc Jockey Network (MDJN) in an eligible category are entitled to the following cover:

Eligible categories of membership are:

- 1) DJ Member
- 2) Photo Booth Member
- 3) Combined DJ & Photo Booth Member

Members that are normally resident in the United Kingdom, the Channel Islands, the Isle of Man are insured for all sections of this policy.

#### **INSURED ACTIVITIES**

#### DJ Members

The Insured's occupation as a Disc Jockey (including work as karaoke host, VJ, as a Master of Ceremonies), as a quiz host and/or the dry hire of audio visual (including light-up letters), portable dance floors and related equipment and accessories and/or the teaching of DJ skills

#### **Photo Booth Members**

The hire, supply and installation of Photo Booths and associated items for use at events.

#### **DURATION OF THIS INSURANCE**

The period of insurance is 12 months from any insured members' membership commencement date arising between 16th August 2021 and 15th August 2022.

#### **POLICY EXCESS**

The Insured member would be responsible for the first  $\pounds 500$  of any claim made in respect of any claim under the Public or Products Liability section, increased to the first  $\pounds 2,500$  in respect of any claim brought that is subject the jurisdiction of a court in the USA or Canada

#### **POLICY COVER**

The policy provides the following sections of cover.

- Public & Products Liability
- Employers' Liability

#### **PUBLIC LIABILITY**

#### Significant Features & Benefits Of Cover

Provides cover against your legal liability to pay compensation (including costs) following:

- Accidental Bodily Injury to any person
- Accidental loss of or damage to Property

happening during the Period of Insurance and arising out of an insured activity.

The limit of indemnity is £10,000,000 and applies in respect of any one occurrence or series of occurrences arising out of one originating cause. The limit in respect of Pollution applies to all occurrences during the Period of Insurance. Your own defence costs, subject to insurers consent, will be covered in addition to the limit of indemnity.

#### **Significant Exclusions Or Limitations**

- Fines, liquidated damages or penalties
- Injury to Employees
- Property in your custody or control
- The use of Fire or Pyrotechnics other than flash cotton, flash string or flash paper
- Deliberate acts
- Contractual liability
- Advice and professional services
- Ownership, use of possession of any watercraft in excess of 8 metres in length, aircraft or mechanically propelled vehicle
- Supply of any product
- Cyber liabilities

#### PRODUCTS LIABILITY

#### Significant Features & Benefits Of Cover

Provides cover against your legal liability to pay compensation (including costs) following:

- Accidental Bodily Injury to any person
- Accidental loss of or damage to Property

happening during the Period of Insurance and arising out of the supply of any product

The limit of indemnity is £10,000,000 and applies to all occurrences during the Period of Insurance. Your own defence costs, subject to insurers consent, will be covered in addition to the limit of indemnity.

#### Significant Exclusions Or Limitations

- Product recall
- Replacement or repair of any defective product
- Fines, liquidated damages or penalties
- Property in your custody or control
- Products supplied with your knowledge to the USA or Canada
- Contractual liability
- Advice and professional services

#### **EMPLOYERS' LIABILITY**

#### Significant Features & Benefits Of Cover

Provides cover for your legal liability to pay compensation (including costs) following Bodily Injury sustained by any Employee arising out of and in course of their employment or engagement by you during the period of coverage.

The limit of indemnity is £10,000,000 any one occurrence, but limited to £5,000,000 any one occurrence in respect of acts of terrorism and for claims arising from asbestos. The Employers Liability limit of indemnity is inclusive of your own defence costs.

#### **Significant Exclusions Or Limitations**

- Claims for compensation brought in a court of law outside the United Kingdom
- Circumstances where any road traffic legislation requires compulsory insurance
- Work on and/or visits to any offshore rig and/or installation and/or platform

### POLICY EXTENSIONS AND ENDORSEMENTS 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.

#### **Personal Service Companies**

The policy will provide any cover to an insured members personal service company provided that the member is the sole director and employee of the company. No cover is provided for any other corporate or charitable organisation, howsoever constituted.

#### HOW TO MAKE A CLAIM

In the unfortunate event that you need to make a claim or if you become aware of any incident that may give rise to a claim in the future, 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:

Managing Director 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 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

#### **DETAILS OF OUR REGULATOR**

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

Covea Insurance plc 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 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

