

THE ARTS SOCIETY

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Registered Charity No. 1089743

Office of Scottish Charities No. SC039240

UK Registered Company No. 4307984

INSURANCE SUMMARY FOR CALENDAR YEAR 2021

Prepared by:

The Arts Society in conjunction with:-

David Haskoll Limited

Chartered Insurance Brokers

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Insurer: Ecclesiastical Insurance
Policy No. 02/CBP/9052215
Broker: David Haskoll Ltd

The Arts Society Insurance policy includes cover on behalf of The Arts Society & members in respect of damage to property and/or injury to members of the public and to The Art Society members and is extended to cover Heritage Volunteers, Church Recorders, Church Trails and Young Arts members and volunteers.

This summary of the cover is subject to the terms and conditions of the policy.

INSURED PERSONS

The Arts Society (member societies)

Volunteers

- Members
- Helpers
- Paid Staff
- Trustees
- Visiting Lecturers
- Authorised Visitors
- Waiting List Members
- Supporter Members
- Volunteers

engaged in the **normal** activities of The Art Society members and its member societies including meetings, visits and annual social events.

PUBLIC LIABILITY

This section protects all **Insured Persons** (as noted above) against any proven liability arising from the Third Party Bodily Injury or Property Damage or Accidental Negligence to goods in the **Insured Persons'** care and/or control during the course of their activities carried out on behalf of The Arts Society.

Tour Operators Liability is excluded, please see FAQs.

The insurance also includes member to member liability.

LIMIT OF INDEMNITY £ 5,000,000 any one incident

EMPLOYERS LIABILITY

This protects against Personal Injury to any **Insured Persons** whilst they are carrying out their duties on behalf of The Arts Society for which the Association and its Member Societies shall become liable.

LIMIT OF INDEMNITY £10,000,000 any one incident

FIRE PERILS & ACCIDENTAL DAMAGE

Subject to the restrictions set out in the next section, this insurance protects the Insured Persons against damage to, or loss of the Insured Persons' Possessions (excluding members works of art that should be insured by the member), whether owned, hired or in their custody or control, but excluding theft of property from any grounds, unlocked outbuildings or unlocked vehicle or "in the open". This policy also includes equipment on loan to a third party, as long as this is officially authorised by The Arts Society or its Member Societies.

The **Insured Persons'** possessions are covered for Theft and Accidental Damage whilst stored in a locked cupboard in a Public Hall such as a community centre or church hall, even when there is no evidence of entry or exit from the premises by forcible or violent means.

The **Insured Persons'** possessions are covered whilst in the care of another Insured Person, and whilst they are being kept at the private residence of an Insured Person. Subject to the minimum standards of security set by the Insurers.

FIRE PERILS AND ACCIDENTAL DAMAGE RESTRICTIONS

There is no cover for equipment left in vehicles between 10:30pm and 6:30am, unless the vehicle is in a securely locked garage.

There is a limit of £500 in respect of any claim relating to deeds, manuscripts, photographs, slides etc.

There is no excess under this section other than £1,000 for a subsidence claim. The overall limit of any one claim is £10,000. Additional cover may be purchased upon application to David Haskoll Limited.

MONEY COVER

The limit for cash in transit or at the meeting place is £ 3,000 but only £750 whilst held by authorised persons at their private dwelling house. Cheques to the value of £5,000 are covered in either place.

There is no cover in respect of cash at a Society's meeting place except during the course of normal activity.

TRUSTEES LIABILITY

Cover is placed in respect of any "wrongful act" committed by a Trustee or Trustee/Committee Member of a member Society, any actual or alleged breach of trust, breach of duty, neglect, error, misstatement, misleading statement, breach of warranty of authority or other act wrongfully committed by the Trustee or Trustee/Committee Members of a member Society in the course of performing his/her duties as a Trustee or Trustee/Committee Member of a member Society.

LIMIT OF INDEMNITY £2,000,000 in the aggregate during the period of insurance

INNER LIMIT OF £250,000 per Society is provided

A £250 excess applies to each and every claim and liability under the Package

Travel Package Holidays and Package Tours Regulations 1992 or any subsequent amendments to this legislation is excluded. Please see the Arts Society website for details of the aforementioned Regulations.

CLAIMS PROCEDURES

All claims should be notified in writing as soon as reasonably possible to David Haskoll Limited, 1 Falmer Court, London Road, Uckfield, East Sussex TN22 1HN marked for the attention of Nick Mouna/Donna Morris.

Bodily injury claims need to be advised in writing to the Insurer within seven days of the incident having occurred. You should therefore notify the brokers, David Haskoll Limited, immediately of any incident involving bodily injury or suspected claim.

Please also ensure that you forward every letter you receive concerning a bodily injury claim, whether from the claimant or solicitors or legal representation acting on their behalf, immediately to David Haskoll Limited unanswered.

MAIN EXCLUSIONS APPLICABLE TO ALL INSURANCES

There is no cover for personal accidents caused by an insured person's own carelessness. This is the Member's own responsibility. A Member's personal effects are also not covered by this insurance unless they are being used or stored in conjunction with The Arts Society authorised activities and events. Members works of art should be insured by the member.

There is no cover for cancellation of meetings. If a lecturer fails to honour his commitments, please refer to the advice given in The Arts Society Directory.

There is no cover for artefacts being conserved or restored by The Arts Society volunteers. It is imperative that the owners of such items are advised that they should extend their own insurance in such circumstances and acknowledge their liability in doing so. A disclaimer should be signed.

YOUNG ARTS

ADDITIONAL NOTES

It is suggested, as the insurance arrangements do not cover personal injury to individuals through fault of their own actions, that parents of Young Arts group members should be encouraged to take out insurance for personal accident for their children (8-18 years of age). They can contact David Haskoll Limited for information on this type of insurance.

It is further suggested that the following reminder of responsibility should be on all booking forms and signed by a parent or guardian:

“whilst all reasonable care will be taken with your children during Young Arts activities, The Arts Society expects volunteers and participants on their part to recognise that they are responsible for exercising self-discipline and must also accept responsibility for doing everything they can to prevent injury to themselves and others or damage to property. Parents wishing to effect personal insurance for their children should make their own arrangements”.

Everyone involved must act responsibly at all times. To ensure this, adequate preparations must be made for every event. There must be a minimum of one adult to every eight participants at all times. When there are only a few participants, you should have extra adults in case of accident or need. Please take care to ensure the complete safety of every participant. Organisers are covered if found to be negligent, but only if they have acted responsibly.

Please keep a record of every event in an outings book.

Please keep an Accident Record Book with your First Aid Kit to enter a full record of any accident immediately after the accident has occurred. It is sensible precaution to request that the parent or guardian of the member suffering the injury which is recorded in the Accident Record Book, signs the entry at the end of the day and this is initialled by another member of the organising committee.

Vehicle Insurance:

Please always check this with the owner of the vehicle. As a precautionary measure, we would recommend that the owner's insurers be advised of Young Arts activities. Young Arts cannot be responsible for how organisers arrange transport for members, helpers and visitors.

If you have any queries on insurance for the Young Arts, please speak to the Commercial Department at our insurance brokers, or contact the Volunteering Manager at The Arts Society House, telephone number 020 7430 0730.

FREQUENTLY ASKED QUESTIONS

Question: “Am I covered for my personal liability or negligence”?

Answer: Yes, as long as you are acting on behalf of The Arts Society in your capacity as a member, church recorder, heritage volunteer, volunteer or young The Arts member. Any act of negligence by you as an individual that has the consequence of causing bodily injury or property damage to a third party, to whom you would be legally liable, is covered by the liability insurance placed by The Arts Society.

Question: “Am I covered if I injure myself whilst acting on behalf of The Arts Society”?

Answer: The Arts Society arrange Employers’ Liability insurance as required by statute. This covers their legal liability in respect of bodily injury or property damage to you if caused by their negligence. There is no cover however for bodily injury or property damage to you if this has been caused by your own negligence.

Question: “Have I insurance cover when on an organised tour or an event that I have organised”?

Answer: The Public Liability insurance extends to all the activities undertaken by the society so as to protect the society and its members and volunteers against claims brought against them for bodily injury or property damage. If anyone is injured or has their property damaged whilst attending an event and you as an organiser or volunteer are blamed for this then the matter will be dealt with by insurers. If you are, through negligence, to blame for the injury or damage, then the insurance arranged by The Arts Society will respond. Liability arising under the Package Travel Package Holidays and Package Tours Regulations 1992 or any subsequent amendments to this legislation is excluded – a bonded/approved travel agent or tour operator should be used here.

Question: “If we hold special events such as hiring an art gallery for a day, is this covered under The Arts Society insurance cover?”

Answer: Normal Arts Society events are covered under the Ecclesiastical policy up to a Public Liability Limit of Indemnity of £ 5m. Certain local authorities require a limit of £ 10m when hiring out a venue – if this is a requirement that cannot be negotiated out of (often by simply sending the attached Letter of Verification they will accept £ 5m) please contact nick.mouna@haskolls.co.uk and he can quote for the cover up to £ 10m. Similarly for event cancellation insurance please contact our broker direct as this falls outside the core Arts Society cover.

Question: In what way has the insurance been affected by COVID-19?

Answer: Public Liability cover to third parties and members operates in the normal way and includes cover of *legal liability* for alleged lack of duty of care should COVID-19 be contracted - COVID-19 is not excluded here.

We recommend that society property held at third party premises be inspected regularly in case of water damage or theft assuming it is safe to do so in line with Government Guidelines and common sense.

In general Government Guidelines and common sense should be exercised taking into account the age demographic of members including Risk assessments and social distancing for all society activities.

The above are subject to full policy, terms, conditions and exclusions.

Footnote: *The Arts Society has with due diligence ensured that it has arranged insurance cover to protect you against any action brought against you as an individual member or volunteer for any case of bodily injury or third party property damage, for which you could be held legally liable. Whether this act is caused by accident, error, omission or negligence your legal liability under common law is protected.*

The insurance cannot of course cover criminal acts and is not intended to cover injury to yourself if this injury was caused by your own act of negligence. There is also no insurance cover in place for acts of wrongdoing or negligence that causes financial loss to a third party, unless that financial loss is a result of their sustained bodily injury or property damage.