

Summary of Cover



Underwritten By



TOKIO MARINE
HCC

SUMMARY OF COVER

This document provides a summary of the key information relating to this Freelancer Insurance Policy. Complete pre-contractual and contractual information on the product is provided in the full policy documentation which contains the full terms, conditions, limitations and exclusions, which you should read and check that it meets your freelancer insurance requirements. If you have any questions about your coverage or special requirements, please contact your insurance agent or the insurer.

What is this type of insurance?

This is a freelancer insurance policy, which covers public and products' liability for small businesses and individual performers also available are optional covers for technical equipment, & employers' liability. It insures specified unexpected events that could occur during the course of carrying out your business, such as an injury to a member of the public or damage to third party property through your negligence or replacing or repairing damaged technical equipment or covering fees for employee injury compensation.



What is insured?

Up to the sum insured as shown in the schedule for:

Public and Products' Liability:

- ✓ Claims against you or insured persons :
If, as a result of your activities, any party brings a claim against you or an insured person for:
 - a. bodily injury or property damage occurring during the period of insurance;
 - b. personal injury or denial of access committed during the period of insurance;
- ✓ we will pay you to cover against sums you have to pay as compensation within the limits stated the schedule. This includes a claim against any employee of yours when they are acting on your behalf in whatever capacity. The maximum amount we will pay includes defence costs, but we will not pay costs for any part of a claim not covered by this section.
- ✓ Claims against principals: If as a result of your activities, any party brings a claim against a principal, we will treat such claim as if made against you and make the same payment to such principal that we would have made to you, provided that the principal accepts our specified terms.
- ✓ Cross liabilities: If more than one person is named in the schedule, we will deal with any claim as though a separate policy had been issued to each of them provided that our liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.
- ✓ Criminal proceedings costs: If any governmental, administrative or regulatory body brings any criminal action against you for any breach of statute or regulation directly relating to any actual or potential claim under public and products' liability, we will pay the costs incurred to defend such an action against you or any employee of yours.
- ✓ Court attendance compensation If you or additional insured persons attend court as a witness in connection with a claim against you covered under public and product' liability, we will pay you compensation for each day that their attendance is required.



What is not insured?

The Insurer will not pay any claim where the claim relates to:

Public and Products' Liability:

- ✗ Property for which you are responsible loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
 - c. vehicles or personal effects belonging to **your employees** or visitors, while on **your** premises;
 - d. premises, including their contents, which are not owned or rented by you, where you are temporarily carrying out your activities;
 - e. premises rented to you, for loss or damage not insurable under property insurance policies and for which you would not be liable other than by the lease or other agreement.
 - f. the ownership, possession, maintenance or use by you or on your behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.
- This does not apply to:
- a. any **tool of trade**;
 - b. the loading or unloading of any vehicle off the highway
- ✗ **bodily injury** to any **employee**
 - ✗ **Pollution or contamination**
 - ✗ **Participant to participant**
 - ✗ **Defamation**
 - ✗ **Computer Virus**
 - ✗ **Professional Advice**
 - ✗ **Deliberate or reckless acts**

Employers' Liability: (Optional cover if requested)

- ✓ Claims against you: If any employee brings a claim against you, or another insured person, for bodily injury arising out of their work for you, we will pay you for the sums you have to pay as compensation.
- ✓ Criminal proceedings: If any governmental, administrative or regulatory body brings any criminal action against you for any breach of statute or regulation solely relating to any actual or potential claim under employers' liability, we will pay the costs incurred to defend such action against you or any employees of yours.
- ✓ Claims against principals: If, as a result of your business, any party brings a claim which falls within the scope of Claims against you, against a customer of your business for whom you are providing services under contract or agreement and you are liable for that claim we will treat such claim as if it was against you, provided that the party accepts our specified terms.
- ✓ Unsatisfied court judgements: If any employee obtains a judgment for damages and that judgment remains unpaid for more than six months, we will pay to the employee at your request the amount of any unpaid damages and awarded costs provided our specific requirements are satisfied.
- ✓ Court attendance compensation: If you attend court as a witness in connection with a claim against you covered under employers' liability, we will pay you compensation for each day, or part of a day, that your attendance is required.

Technical Equipment: (Optional cover if requested)

- ✓ Technical equipment: insured against damage occurring during the period of insurance and within the geographical limits to technical equipment either belonging or hired to you; while being used by you as part of a production or in the course of your business; stored by you or on your behalf; transported by you or on your behalf.

- ✗ Contractual Liability
- ✗ Inefficacy
- ✗ Heat work - The use of any Naked flame, fire, grinding machinery or equipment unless agreed by Us
- ✗ Height work - Where the drop exceeds 3m unless agreed by Us
- ✗ Special effects, unless agreed by Us
- ✗ War, terrorism and Nuclear
- ✗ Asbestos
- ✗ Abuse or molestation
- ✗ Claims outside applicable courts
- ✗ Work outside geographical limits

Employers' Liability: (Optional cover if requested)

- ✗ We will not make any employer's liability payment for any claims or loss in circumstances due to deliberate or reckless acts, any bodily injury caused while employee is offshore, where any relevant road traffic legislation applies, or to any claim including arbitration made outside the applicable courts.
- ✗ Road traffic legislation - any **bodily injury** to any **employee** while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where **you** are entitled to indemnity from any other source.
- ✗ Offshore - any **bodily injury** caused to any of **your employees** while they are offshore. An **employee** is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform.

Technical Equipment: (Optional cover if requested)

- ✗ Wear and tear, inherent defect, rot, fungus, mould, infestation by insect or vermin, or any other gradually operating cause.
- ✗ Dryness or humidity, being exposed to light or extreme temperatures, unless the damage is caused by storm or fire.
- ✗ Frost, other than damage due to water leaking from burst pipes forming part of the permanent internal plumbing of a building which is in use and not empty.
- ✗ coastal or river erosion or a rise in the water table;

- ✓ Continuing hire charges: continuing hire charges for which you are legally responsible under a standard hire contract where you are unable to use the technical equipment as a result of damage that gives rise to a valid claim.
- ✓ Alternative hire charges: The cost of necessary and reasonable hire of equivalent alternative technical equipment whilst awaiting repair or replacement following damage covered under this policy.

- ✗ The inadequate packing or packaging of technical equipment.
- ✗ Claims for any single item of technical equipment greater than £10,000 unless agreed in writing by us.
- ✗ cameras, lenses or laptops, left in an unattended vehicle between the hours of 21:00 and 06:00
- ✗ Theft or attempted theft from a vehicle unless the technical equipment is out of sight in a locked boot, trailer, roof box or locked in compartment of a motor vehicle and all security measures on the motor vehicle, trailer or roof box are in force at the time of the theft or attempted theft and between the hours of 21:00 and 6:00, the vehicle, trailer or roof box in which the technical equipment is kept is in a locked garage or secure compound.
- ✗ Damage to technical equipment whilst on loan.
- ✗ Any damage to technical equipment whilst being used in flight or on or underwater.
- ✗ Damage to technical equipment whilst in any premises that has been empty for more than thirty (30) consecutive days.
- ✗ Damage to technical equipment due to your failure to follow any manufacturer's guidelines and instructions for the proper care and use of the technical equipment.
- ✗ Damage to technical equipment caused by your deliberate act or neglect.
- ✗ Damage to technical equipment whilst being cleaned, repaired, modified or maintained by you or on your behalf.
- ✗ Damage to technical equipment being delivered by courier or postal service where a recipient's signature on receipt is not required.
- ✗ Damage to technical equipment directly resulting from its own failure or breakdown.
- ✗ Damage while in transit by air or sea, unless technical equipment is packed securely in a protective case designed to be used with the technical equipment or packed with a professional transit company.
- ✗ Misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
- ✗ losses arising from a criminal act by you.
- ✗ Any reconstitution of data or the value to you of any lost or distorted information.
- ✗ Any interruption or interference with the business resulting in financial losses of any kind, other than continuing hire charges and alternative hire costs where stated on, and up to the limit stated in, the schedule.
- ✗ pollution or contamination
- ✗ damage caused by, resulting from or in connection with terrorism or any action taken to control, prevent or respond to terrorism;
- ✗ damage occurring in Northern Ireland caused by, resulting from or in connection with riot or, civil commotion.
- ✗ war confiscation and nuclear risks.
- ✗ the amount of the excess