

# Band Insurance

Policy Wording

Effective from 20th November 2023

# Contents

## Terms and Conditions

Introduction	3
Policy Definitions	4
Policy Conditions	6
Policy Exclusions	13

---

Section 1 - Musical Equipment and General Contents	18
Section 2 - Public Liability and Personal Accident	25
2a Public Liability	25
2b Personal Accident	28
Section 3 - Employers' Liability	36
Section 4 - Buildings	40
Section 5 - Property Owners Liability	50
Section 6 - Business Interruption	59

---

Making a Complaint	68
Financial Services Compensation Scheme	69
Privacy Notice	69

# Introduction

Your band insurance Policy is made up of several parts which must be read together as they form Your contract of insurance with the Insurer. Please take time to read all parts of the Policy to make sure they meet and continue to meet Your needs and that you understand the terms, exclusions and conditions. If You wish to change anything or if there is anything You do not understand, please let Your insurance adviser know.

The parts of the Policy are:

1. the statement of fact
2. this policy wording which contains
  - the policy definitions, exclusions and the conditions, all of which apply to all sections of the Policy
  - the sections of cover provided, including the section definitions, Extensions, Conditions and Exclusions
3. the Policy schedule or Schedule of Insurance, which confirms the sections of cover that are insured and includes any additional clauses applied to the Policy.

Any section stated to be 'Not Insured or ,Not Covered'' on the Schedule shall be inoperative.

Any word or expression in the Policy which has a specific meaning has the same meaning wherever it appears in the Policy, unless stated otherwise.

## Changes to your circumstances

Please tell Your insurance adviser as soon as reasonably possible if there are any changes to Your circumstances which could affect Your insurance.

Please refer to Policy Condition 21 (Change of Risk)

If Your circumstances change and You do not tell Your insurance adviser, You may find that You are not covered if You need to claim.

- Changes to items You have insured
- Amendments to Sums insured for the items You have insured
- Changes to Your address or the address of the Premises
- Changes You require to the cover provided
- You being subject to a County Court Judgement
- You being convicted of a criminal offence (other than motoring offences)
- Where You have General contents insurance with Us, if the values or items to be insured changes
- Where the use of the buildings have changed if You have requested buildings cover
- If the buildings are no longer solely used by You
- If there is any building work being undertaken and You have requested buildings cover
- If the security changes on the Premises
- If the number of consecutive days the Premises is unoccupied increases to more than 90 days
- If the Premises is no longer in a good state of repair



## How to Make a Claim

Phone: 0344 391 4051

Email: [musical.claims@allianz.co.uk](mailto:musical.claims@allianz.co.uk)

Monday to Friday 9am to 5pm

# Policy Definitions

The following definitions apply to this Policy (unless amended by Section Definitions) and are denoted by a capital first letter throughout this Policy.

<b>Act of Terrorism</b>	The use, or threatened use of force (including but not limited to biological, chemical or nuclear force) by any person or group of people, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed to political, religious, ideological or similar purposes including the intention to influence any government or to put the public or any section of the public in fear.
<b>Building/ Buildings</b>	Buildings belonging to the Insured or for which they are responsible at the Premises being, unless more specifically described, built mainly of brick, stone, concrete or other non-combustible materials, including: <ul style="list-style-type: none"> <li>• walls, gates and fences and in so far as they are not otherwise insured and for which the Insured is responsible:</li> <li>• fixed glass and sanitaryware</li> <li>• small outside buildings, annexes, gangways, conveniences and other small structures</li> <li>• extensions communicating with the buildings</li> <li>• roads, car parks, yards, paved areas, pavements and footpaths</li> <li>• security cameras and lights</li> <li>• fixed fuel oil tanks and fixed diesel tanks, piping, ducting, cables, wires and associated control gears and accessories and extending to the public mains.</li> </ul>
<b>Beyond Economic Repair/Total Loss</b>	Where the cost of repairing an insured item is more than the market value at time of damage or the catalogue price of an identical replacement model or a model of equivalent quality and features
<b>Computers and Electrical Office Equipment</b>	All computer and ancillary electrical office equipment belonging to the Insured or for which they are responsible including associated data carrying materials but excluding programs or information recorded thereon.
<b>Cost of Replacing the Item(s)</b>	<p><b>a</b> The price of an identical replacement model or a model of similar quality and features unless the Insured item's condition has been altered from a new condition due to modification, pre-existing damage, repairs undertaken or excessive wear and tear</p> <p><b>b</b> The Market value of the Insured item(s) at time of damage if the Insured item(s) could not be</p> <ul style="list-style-type: none"> <li>- reasonably replaced with an identical model or a model of similar quality and features,</li> <li>- the item is rare or the item's condition has been altered from a new condition due to modification, pre-existing damage, repairs undertaken or excessive wear and tear.</li> </ul> <p>We may use independent expert opinions to establish the Market value where there has been no recent professional valuation.</p> <p>The most We will pay is the Insured item(s) Sum(s) insured.</p>
<b>Damage/ Damaged</b>	Loss or destruction of or damage.
<b>Data</b>	Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form which is (or is capable of being) used, accessed, processed, transmitted or stored by Data Processing Media
<b>Data Processing Media</b>	Tangible property on which Data can be stored but not the Data itself.
<b>Depreciation</b>	The reduction in the value of the instrument and equipment due to the damage sustained and subsequent repair.
<b>Excess</b>	First part of each and every claim, for which the Insured is responsible, specified in the Schedule.

<b>Europe</b>	The United Kingdom, EU member states, Switzerland, Monaco, Norway, Sweden and Liechtenstein.
<b>Forcible and violent</b>	Visible physical damage to the building or vehicle or the use of force or violence against You or other people.
<b>Indemnify</b>	To restore you to the same financial position after a valid claim that you were in immediately prior to the valid claim.
<b>Instruments and equipment</b>	Musical instruments, equipment or accessories, that you own or are responsible for, that are primarily designed and used for musical purposes
<b>Insurer, We, Our, Us</b>	Allianz Insurance plc
<b>You, Your, Insured, Business</b>	The person, band, organisation, business, orchestra or Insured name as shown on the <b>Schedule</b>
<b>Market Value</b>	The value of an Insured Item(s) with consideration and adjustment for condition, age, model, rarity, historical information and provenance
<b>Landlords Fixtures and Fittings</b>	Fixtures and fittings in, or on, the Premises which belong to the landlord.
<b>Money</b>	Cash, bank and currency notes, credit cards, telephone cards, cheques, crossed bankers drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Insurance stamps, Holiday with Pay stamps, National Savings stamps, National Savings certificates, Premium Bonds, credit sales vouchers or receipts, VAT purchase invoices, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to the Insured or for which the Insured are responsible.
<b>Period of Insurance/Cover</b>	Period from the effective date to the renewal date as shown in the Schedule.
<b>Policy</b>	Your contract of insurance made up of the documents as described in the Introduction.
<b>Portable Power Tools</b>	Any hand held portable power tool or their parts belonging to the Insured or held by the Insured in trust and for which the Insured is responsible.
<b>Premises</b>	Address as stated in the Schedule.
<b>Property/ Property Insured</b>	Buildings, General contents, Landlord's Fixtures and Fittings, Tenants' Improvements, Stock and other items shown and/or described in the Schedule. The Insurer agrees to accept the heading under which any Property or other item has been entered in the books of the Insured.
<b>Policy Schedule, Schedule, Schedule of Insurance</b>	Part of this Policy that details information forming part of this contract and that shows the operative Sections of this Policy
<b>Start date</b>	The date this insurance commences
<b>Section/Sections</b>	Parts of this Policy that detail the insurance cover provided by this Policy.
<b>Stock</b>	All stock and materials in trade belonging to the Insured or held by the Insured in trust and for which the Insured are responsible, whilst in the Buildings.
<b>Sum Insured, Sums Insured</b>	Maximum amount the Insurer will pay for each item insured under any Section.
<b>Tenants' Improvements</b>	Permanent alterations or additions made to the Building/ Buildings by either the landlord or tenant which are not moveable, including interior decorations.
<b>Total Sum Insured</b>	Total amount payable by the Insurer under any Section
<b>Unoccupied</b>	Any Building or part of any Building which is empty or unfurnished or untenanted or no longer in active use by the Insured or any tenant of the Insured for a period exceeding 30 consecutive days.

# Policy Conditions

**Applicable to the Policy unless stated to the contrary under the conditions in the Sections**

## 1. Conditions Precedent to Liability

If the Insured does not comply with any part of any condition which makes payment of a claim conditional upon compliance with it (a condition precedent), the Insurer will not pay for any claim, except that where the condition concerned:

- a operates only in connection with particular premises or locations, the Insurer will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition;
- b operates only at particular times, the Insurer will pay for any claim where the Insured shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred;
- c would, if complied with, tend to reduce particular types of injury, loss, damage or, as the context may require liability, the Insurer will pay for any claim where the Insured shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred.

## 2. Fair Presentation of the Risk

- a The Insured must make a fair presentation of the risk to the Insurer at inception, renewal and variation of the Policy.
- b The Insurer may avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is:
  - i deliberate or reckless; or
  - ii of such other nature that, if the Insured had made a fair presentation, the Insurer would not have issued the Policy.

The Insurer will return the premium paid by the Insured unless the failure to make a fair presentation is deliberate or reckless.

- c If the Insurer would have issued the Policy on different terms had the Insured made a fair presentation, the Insurer will not avoid the Policy (except where the failure is deliberate or reckless) but the Insurer may instead:
  - i reduce proportionately the amount paid or payable on any claim, the proportion for which the Insurer is liable being calculated by

comparing the premium actually charged as a percentage of the premium which the Insurer would have charged had the Insured made a fair presentation; and/or

- ii treat the Policy as if it had included such additional terms (other than those requiring payment of premium) as the Insurer would have imposed had the Insured made a fair presentation.

For the purposes of this clause references to:

- a avoiding a Policy means treating the Policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the Policy), the renewal date (where the failure occurs at renewal of the Policy), or the variation date (where the failure occurs when the Policy is varied);
- b refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- c issuing a Policy should be treated as references to issuing the Policy at inception, renewing or varying the Policy as the context requires.

## 3. Reasonable Precautions

The Insured shall take all reasonable care:

- a to prevent accidents and any injury or Damage
- b to observe and comply with statutory or local authority laws, obligations and requirements
- c in the selection and supervision of employees
- d. to maintain the Buildings, Contents and everything used in the Business in efficient and safe working order
- e. to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

## 4. Claims – Action by the Insured

The Insured shall in the event of any injury, Damage or consequential loss as a result of which a claim is or may be made under this Policy or any Section of it, and again upon receipt by the Insured in writing of any notice of any claim or legal proceeding:

- a notify Your broker
  - i within 28 days in the case of Damage or consequential loss by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons

- ii within 60 days of the date of repair for any depreciation claim
- iii within 30 days in all other cases, or such further time as the Insurer may allow
- b notify the Insurer immediately upon being advised of any prosecution, inquest or enquiry connected with any injury, Damage or consequential loss which may form the subject of a claim under this Policy
- c notify the police as soon as it becomes evident that any Damage has been caused by theft or malicious persons
- d. not pay or offer or agree to pay any money or make any admission of liability without the previous consent of the Insurer
- e. pass immediately, and unacknowledged, any letter of claim to the Insurer
- f. carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage or consequential loss
- g. retain unaltered and unrepaired anything in any way connected with the injury, Damage or consequential loss for as long as the Insurer may reasonably require
- h. furnish with all reasonable despatch at the Insured's expense
  - i such further particulars and information as the Insurer may reasonably require
  - ii if required, a statutory declaration of the truth of the claim
  - iii details of any other insurances covering the subject matter of the claim under this Policy and any matters connected with it
- i. make available at the Insured's expense any documents required by the Insurer with regard to any letter of claim
- j. allow the Insurer in the name of and on behalf of the Insured to take over and, during such periods as the Insurer thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and co-operate fully with the Insurer for that purpose.
- h. if Your Insured item(s) is lost, stolen or damaged during air travel please notify the airline staff, obtain a property irregularity report from them and retain Your baggage check-in confirmation details.

No claim under this Policy shall be payable unless the terms of this Policy Condition have been complied with and any payment on account of a claim already made shall be repaid to the Insurer.

## 5. Claims – The Rights of the Insurer

In respect of Damage for which a claim is made, the Insurer and any person authorised by the Insurer may without incurring any liability or diminishing any of the Insurer's rights in respect of the cover under this Policy, enter Premises where such Damage has occurred, and take possession of or require to be delivered to the Insurer any Property Insured, and to deal with such Property for all reasonable purposes and in any reasonable manner.

No Property may be abandoned to the Insurer, whether taken possession of by the Insurer or not.

The Insurer will not pay for any claim unless the terms of this Policy Condition have been complied with.

## 6. Cancellation

### Insured's Cancellation Rights

The Insured has the right to immediately cancel the cover within 14 days of the commencement of cover or the receipt of Policy documentation, whichever is the later (this period is referred to as the "cooling off period").

The Insured should exercise this right by contacting their insurance adviser or by writing to the Allianz office which issued the Policy documentation.

If the Insured does exercise their right to cancel during the "cooling off period", and provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance, the Insured will be entitled to a return of premium calculated on a pro-rata basis. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments outstanding at the date of cancellation.

If the "cooling off period" has expired, the Insured may cancel the Policy during the Period of Insurance by giving 14 days notice in writing to their insurance adviser or the Allianz office which issued the Policy. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance the Insured will be entitled to a refund of the premium paid calculated on a prorata basis. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

### Insurer's Cancellation Rights

In addition to the Insurers' rights set out elsewhere in the Policy, including but not limited to Condition 2 (Fair Presentation of the Risk) and Condition 7 (Fraud), where there is a valid reason for doing so the Insurer may cancel this Policy at any time by giving the Insured at least 14 days' notice in writing sent to the Insured's last known address. The notice will set out the reason for cancellation.

Valid reasons for cancellation may include but are not limited to:

- a** Non payment of premium (including if the premium for this Policy is paid by instalments and in the event that the Insured fails to pay one or more instalments whether in full or in part);
- b** Continued failure by the Insured to comply with the terms and conditions of this Policy;
- c** Failure by the Insured to allow the Insurer to complete a survey (where the Policy has been issued or renewed subject to a survey);
- d** Failure by the Insured to adhere to, or implement, any risk improvement requirements or conditions required by the Insurer, including any changes required by any survey or claims adjusters report, within a reasonable period of time as advised by the Insurer;
- e** Material change in the risk or the sums insured;
- f** Failure by the Insured to co-operate with the Insurer or provide the Insurer with information or documentation reasonably required by the Insurer and the lack of co-operation by the Insured affects the Insurers ability to process a claim or defend the Insurers interests or make risk based underwriting decisions. In this case the Insurer will write to the Insured giving notice of cancellation of this Policy in the event that the Insured does not cooperate to provide the information or documentation reasonably required within a period of 14 days starting from the date provided in the letter; or
- g** The Insured's use of threatening, abusive or intimidating behaviour or inappropriate language or bullying of the Insurers staff or suppliers.

If the Insurer does cancel this Policy, provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance the Insured will be entitled to a proportionate return of the premium in respect of the unexpired Period of Insurance. The amount of

premium refund payable will be reduced by all unpaid premiums or unpaid premium instalments due.

### 7. Fraud

If the Insured or anyone acting on the Insured's behalf:

- a** makes any false or fraudulent claim;
- b** makes any exaggerated claim;
- c** supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine); or
- d** makes a claim for loss or damage which the Insured or anyone acting on the Insured's behalf deliberately caused; the Insurer will:
  - i** refuse to pay the whole of the claim; and
  - ii** recover from the Insured any sums that it has already paid in respect of the claim.

The Insurer may also notify the Insured that it will be treating the Policy as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses a – d above. In that event, the Insured will:

- a** have no cover under the Policy from the date of the termination; and
- b** not be entitled to any refund of premium.

### 8. Subrogation

Any claimant under this Policy shall, at the Insurer's request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured, before or after the Insurer makes any payment.

The Insurer agrees to waive any such rights to which the Insurer might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to the Insured or against any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the Damage.

### 9. Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted by the Insurer), such difference shall be referred to an arbitrator to be appointed by the Insured and the Insurer in accordance with statutory provisions. Where any difference is referred to arbitration in accordance with this condition, the making of an



award shall be a condition precedent to any right of action against the Insurer.

### 10. Law Applicable and Jurisdiction

Unless agreed otherwise by the Insurer:

- a the language of the Policy and all communications relating to it will be English; and,
- b all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

### 11. Rights of Parties

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

### 12. Non Invalidation

This Policy shall not be invalidated by:

- a any act or omission or by any alteration unknown to or beyond the control of the Insured by which the risk of Damage is increased, provided that the Insured shall give notice to the Insurer (and pay an additional premium if required) immediately they become aware of such act, omission or alteration
- b workmen on the Premises carrying out repairs, general maintenance work or minor structural or other alterations.

### 13. Discharge of Liability

The Insurer may at any time pay to the Insured in connection with any claim or series of claims:

- a the Limit of Indemnity, or
- b the Sum Insured, or
- c a lesser amount for which such claim or claims can be settled

after deduction of any sums already paid and less the amount of any Excess.

The Insurer will not make any further payment in respect of such claim or claims except for costs and expenses which the Insurer has already agreed to bear and which were incurred prior to such payment.

### 14. Protections

The Insured must:

- a ensure that all security protections in force at the Premises at the inception of this Policy or subsequently as stipulated by or agreed by the Insurer shall be in full operation securing the Premises whenever the Premises are closed for business or Unoccupied
- b remove all keys including duplicate keys relative to the security of the Business from the Premises except from any part of the Premises within which the Insured or an authorised keyholder resides when the Premises are closed for business or Unoccupied.

### 15. Fire Precautions

In respect of fire extinguishing appliances within the Premises the Insured must:

- a inspect the appliances in accordance with the manufacturer/installers' instructions for the purpose of ascertaining that they are in all respects maintained in proper working order
- b maintain during the Period of Insurance a maintenance contract providing for an annual inspection with an installer or supplier of approved equipment and

remedy promptly any defect whether disclosed by such inspection(s) or otherwise.

The Insured must also ensure that all fire break doors and shutters are kept closed except during working hours and are maintained in efficient working order.

### 16. Intruder Alarm

It is a condition precedent to liability that where the Premises or part of the Premises are protected by an Intruder Alarm Installation as specified by the security level detailed in the Policy Schedule:

- a such Intruder Alarm Installation
  - i must not be altered or amended in any way unless such amendment or alteration has been approved in writing by the Insurer
  - ii must be maintained under contract by a company approved by a UKAS accredited inspectorate (i.e. NSI or SSAIB) or as otherwise approved in writing by the Insurer
- b all keys, digital keys, or any other device used to either fully or partially set or unset the Intruder Alarm must be removed from the Premises when the Premises are not attended

- c the Insured must:

- i maintain the secrecy of codes for the operation of the Intruder Alarm Installation and no details of such codes shall be left on the Premises when the Premises are unattended
- ii where a remote signalling alarm is required, immediately notify the Insurer upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been or will be reduced
- iii appoint at least 2 keyholders and, where a remote signalling alarm is required, lodge written details (which must be kept up to date) with the alarm company and the alarm receiving centre
- d in the event of notification of
  - i any alarm fault
  - ii activation of the Intruder Alarm Installation
  - iii interruption of the means to transmit or receive signals to or from the Intruder Alarm Installation during any period that the Intruder Alarm Installation is set

a keyholder must attend the Premises as soon as possible

- e the Premises must not be left without at least one Responsible Person in attendance without the agreement of the Insurer
  - i unless the Intruder Alarm Installation is set in its entirety and with the means to transmit or receive signals (including the signalling path or paths) in full and effective operation
  - ii where the police have withdrawn their response to
    - 1 an alarm activation (where the Intruder Alarm Installation does not include confirmed alarm activation technology)
    - 2 a confirmed alarm activation where the Intruder Alarm Installation includes confirmed alarm activation technology.

For the purposes of this condition the following definitions apply:

‘Intruder Alarm Installation’ shall include all the component parts detailed in the alarm specification and include the devices used to transmit or receive signals.

‘Keyholder’ shall mean the Insured or any person or keyholding company authorised by the Insured who

- 1 is available at all times to
  - i accept notification of faults or alarm signals relating to the Intruder Alarm Installation
  - ii attend and allow access to the Premises
- 2 has been fully trained in the operation of the Intruder Alarm Installation including but not limited to the setting/unsetting of the installation. ‘Responsible Person’ shall mean a person authorised by the Insured to be responsible for the security of the Premises

## 17. Unoccupied Buildings

It is a condition precedent in respect of any Unoccupied Buildings that

- a mains services shall be switched off and the water system drained unless
  - i electricity is needed to maintain any fire or intruder alarm system(s) in operation
  - ii mains services are needed to maintain any sprinkler system(s) in full working order. In these circumstances heating must be maintained at a minimum temperature of 5 degrees Centigrade.
- b the Buildings or portion thereof shall be inspected thoroughly both internally and externally at least weekly by the Insured or employees of the Insured and
  - i a record maintained of such inspections
  - ii all defects in security and maintenance are rectified immediately
- c accumulations of combustible materials shall be removed
- d the Buildings or portion thereof shall comply with the security level requirements stated on the Schedule and be secured against unlawful entry including the setting of all security locking and other security mechanisms in operation the Insured must notify the Insurer immediately if the Buildings or portion thereof are to be occupied by contractors for renovation, alteration or conversion purposes

The Insurer shall also have the right to vary the terms or cancel cover where appropriate.

## 18. Waste Condition

The Insured must ensure that:

- a All hazardous and/or combustible trade waste from manufacturing processes such as sawdust, shavings, clippings or cuttings be swept up and bagged daily and removed from the Building at least once a week.

- b** All waste stored external to the Building pending collection should be stored in:
  - i** non-combustible, closed, lidded containers
- or
- ii** waste containers kept at least 5 metres from any building or other property and removed from the Premises when the containers are full
- iii** there is no burning of waste on the premises
- c** All oily and/or greasy waste and cloths which remain in the Building overnight be kept in metal lidded containers.

### 19. Stillage Condition

Any moveable Insured item(s) stored within a basement or floor below ground level must be raised at least 10 centimetres above the floor.

We will not pay for any loss or damage to Insured item(s) caused by flood, storm, overflowing tanks, toilets or burst pipes unless this precaution has been taken.

### 20. Smoking Condition

It is a condition precedent to liability that the Insured will:

- a** enforce a no smoking policy at the Premises which complies with current legislation
- b** only allow smoking in clearly marked, specifically designated smoking areas, which comply with current legislation
- c** in all designated smoking areas, provide metal receptacles with metal lids, for the safe disposal of waste smoking materials
- d** ensure that waste smoking materials, when being removed from the designated smoking areas, are kept separate from other combustible waste material and are stored in metal receptacles with metal lids whilst awaiting final removal from the Premises.

### 21. Change of Risk

The Insured must notify the Insurer as soon as possible if during the Period of Insurance there is any alteration:

- a** in or to the Business;
- b** to or at the Premises;
- c** to the facts or matters set out in the Statement of Fact or otherwise comprising the risk presentation made by the Insured to the Insurer at inception, renewal or variation of the Policy;

which materially increases the risk of injury, loss, Damage or liability.

Upon being notified of any such alteration, the Insurer may, at its absolute discretion:

- a** continue to provide cover under this Policy on the same terms;
- b** restrict the cover provided under this Policy;
- c** impose additional terms;
- d** alter the premium;
- e** cancel the policy.

If the Insured fails to notify the Insurer of any material alteration of the risk, the Insurer may:

- a** treat the Policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired Period of Insurance, if the Insurer would have cancelled the Policy had it known of the increase in risk;
- b** treat the Policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the Insurer would have applied had it known of the increase in risk;
- c** reduce proportionately the amount paid or payable on any claim, the proportion for which the Insurer is liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurer would have charged had it known of the increase in risk.

### 22. Other Insurances

If at the time of Damage, loss or injury, any other insurance has been effected by or on behalf of the Insured covering any of the Property damaged, the Insured's liabilities or other losses covered by this Policy, the Insurer's liability under this Policy shall be limited to the rateable proportion of such Damage, liabilities or loss as the Insurer would have had to pay if the other insurance policy did not contain:

- a** any provision applying average or any similar provision which would reduce the amount payable on the claim to reflect underinsurance; and
- b** any provision which excludes it from ranking concurrently with this Policy or any Section of it either in whole or in part or from contributing rateably.

### 23. Survey and Risk Improvement Condition

If this Policy has been issued or renewed subject to the Insurer completing a survey or surveys of the Premises or of any other location(s) as specified by the Insurer, then pending completion of such survey(s) cover is provided by the Insurer on the terms, conditions, provisions, exclusions and limits as specified in the Policy and in the Sections of the Policy.

In the event that a survey should show that a risk or any part of it is not satisfactory in the opinion of the Insurer, then the Insurer reserves the right to either:

- a alter the premium or terms and conditions of the cover or
- b suspend or cancel cover
  - i from the date cover was incepted or renewed, or
  - ii for any other period specified by the Insurer

It is a condition precedent to the liability of the Insurer that the Insured must comply with all survey risk improvements required by the Insurer within completion time scales specified by the Insurer. In the event that a risk improvement is not completed or risk improvement procedures are not introduced within the completion time scales specified by the Insurer, then the Insurer reserves the right to either:

- 1 continue cover subject to alteration of the terms and conditions of such cover, or
- 2 suspend or cancel cover effective
  - a from the date cover was incepted or renewed or
  - b from the expiry of any time period specified by the Insurer for completion/introduction of the required survey risk improvements, or
  - c for any other period specified by the Insurer

If the terms or conditions of cover are amended by the Insurer, then the Insured will have 14 days to accept or reject the revised basis of cover. If the Insured elect to reject the revised basis of cover, then provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance the Insured will be entitled to a refund of the premium paid calculated on a prorata basis. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

If the Insurer exercises the right to suspend or cancel cover, then provided no claim has been made or

incident has arisen which is likely to give rise to a claim during the current Period of Insurance the Insured will be entitled to a proportionate return of the premium in respect of such period that cover is suspended or for any period beyond the effective date from which cover is cancelled. The amount of premium refund payable will be reduced by all unpaid premiums or unpaid premium instalments due.

Except in so far as they are expressly varied by this condition, all of the terms, conditions, provisions, exclusions and limits of the Policy and of the Sections of the Policy shall continue to apply until the Insurer advises otherwise.

To the extent that this condition conflicts with any other cancellation condition, this condition shall prevail.

### 24. Minimum Level of Security

This insurance has been granted subject to the following;

- 1 All external doors are locked with the keys withdrawn from locks,
- 2 All external windows are closed and latched, except those in occupied bedrooms
- 3 Any additional security devices stated on Your Policy schedule are in full working operation or other procedures stated on Your Policy schedule are complied with

It is a condition precedent to liability that the security requirements, including any alarm requirement where specified within the Policy Schedule, are met within 60 days of the inception or amendment of the Policy.

For the purposes of this condition, amendment shall mean any alteration to the Policy which results in a change to the required security at an existing Premises, or a the application of a new security requirement following the addition of a new Premises to the Policy. Any alternative method of securing the Premises must be agreed in writing by the Insurer.

The Insured must ensure these measures are in force when the Premises are closed for business, not attended or the household goes to bed.

### 25. Smoke Alarms

Smoke alarms must be fitted and maintained in the Premises according to manufacturer's instructions. These must be in full working order.

# Policy Exclusions

Applicable unless stated to the contrary under Exclusions in the Sections

This Policy does not cover:

## 1. Territorial Limits

Damage, injury or liability arising out of any occurrence outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, except where stated to the contrary.

## 2. War

Any claim, loss, damage, destruction, death, injury, disablement or liability, cost or expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- a war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- b the discovery, detonation or explosion of Munitions (including both controlled and uncontrolled detonations and explosions), whether or not a state of war is current at the time of discovery, detonation or explosion; or
- c any action taken to disarm, diffuse, dispose of, neutralise, make safe, or otherwise remove Munitions, whether or not a state of war is current at the time,

regardless of any other cause or event operating concurrently, independently or in any other sequence to cause the loss, damage or liability.

For the purposes of this Exclusion:

Loss includes, but is not limited to, financial and business interruption loss (including business interruption loss covered under the Extensions to the Business Interruption Sections), physical loss, loss of value, marketability or use of property, fines and penalties.

Munitions mean any weapons or munitions from a current or historic war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military or usurped power, including but not limited to bombs, missiles, torpedoes, mines, ammunition, explosive devices, or any parts thereof, and any unexploded, derelict, abandoned and unused munitions or weapons.

## 3. Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c any weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction
- d radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Exclusions 3a and 3b do not apply to Section 3 – Employers’ Liability other than in respect of:

- i the liability of any principal
- ii liability assumed by the Insured under a contract or agreement which would not have attached in the absence of such contract or agreement.

Exclusions 3c and 3d do not apply to Section 2 – Public Liability and Personal Accident, Section 3 – Employers’ Liability, and Section 5 – Property Owners Liability.

## 4. Sonic Bangs

Damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

## 5. Northern Ireland

Loss, destruction or damage and any consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of loss, destruction or damage or any consequential loss by fire or explosion) strikers, locked-out workers, persons taking part in labour disturbances or malicious persons.

## 6. Pollution or Contamination

Loss, destruction or damage caused by or resulting from pollution or contamination except such loss or destruction of or damage to the Property Insured or, if applicable, loss resulting from loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business caused by

- a pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, bursting, overflowing, discharging or leaking of water tanks, water apparatus or water pipes, sprinkler leakage or impact by any road vehicle or animal, always provided that such peril is insured by this Policy
- b any of the perils listed in 6a which itself results from pollution or contamination.

## 7. Changes In Water Table Level

Damage attributable solely to changes in the water table level.

## 8. Cyber and Data Events

- a any Cyber Loss;
- b any claim, loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused or contributed to by, arising out of or in connection with, or consisting of any Data Loss; or
- c any cost, expense or fee incurred in replacing, reinstating, recovering, restoring or reproducing intangible elements of any Computer System,

regardless of any other cause or event operating or contributing concurrently, independently or in any other sequence to cause the claim, loss or damage.

But, subject to all the terms, conditions, limitations, exclusions and endorsements to this Policy:

- i this exclusion will not apply to Physical Damage to Tangible Property at the Premises during the Period of Insurance by a Non-Cyber Cause which itself results from a Cyber Act or Cyber Incident, together with any business interruption solely and directly resulting from such Physical Damage to Tangible Property, provided always that the Policy will not cover:

- a any loss, costs or expenses comprising or consisting of Data Loss (including where resulting from Physical Damage to Tangible Property) other than as set out in sub-clause ii below;
- b any loss, distortion, erasure, corruption or alteration of or inability to access or use any other intangible property or assets or intangible elements of Computer Systems (including where resulting from Physical Damage to Tangible Property) or any business interruption resulting therefrom;
- c any business interruption caused or contributed to by any Data Loss which results directly or indirectly from Physical Damage to Tangible Property;
- ii should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage by a Non-Cyber Cause which is otherwise insured by this Policy, this exclusion will not apply to the cost of repairing or replacing the damaged Data Processing Media plus the costs of copying Data from back-up or from originals of a previous generation onto the replacement or repaired Data Processing Media, but only where such back-ups or originals of a previous generation still exist and are accessible and provided always that the Policy will not cover:
  - a any research and engineering costs;
  - b any costs of recreating, gathering or assembling the Data;
  - c any reduction in value of Data or any amount pertaining to the value of such Data to the Insured or any Third Party, even if such Data cannot be recreated, gathered or assembled or copied from back-up or from originals of a previous generation;
  - d any business interruption loss caused directly or indirectly by or contributed to by any Data Loss or by the copying from back-ups or originals of any Data

For the purposes of this Exclusion:

Any reference to the word 'loss' includes, but is not limited to, financial and business interruption loss (including business interruption loss covered under any or all of the Extensions to the Business Interruption Sections), physical loss, loss of value, marketability or use of property (including intangible property), fines and penalties, other than where this Exclusion

refers specifically to a particular type of loss, such as 'physical loss' or loss comprising or consisting of loss of Data or loss of other intangible property, in which case the word 'loss' will be interpreted in the context within which it is used.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, virtual server, cloud or microcontroller, including any similar system or any configuration or networks of the aforementioned and including any associated input, output, data storage or processing device, networking equipment, internet, intranet, virtual private network or similar facilities, or back up facility, located anywhere in the world and irrespective of whether such computer system is owned or operated by the Insured or any Third Party.

Cyber Loss means any claim, loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused or contributed to by, or arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken or advice given to control, prevent, suppress, or remediate any Cyber Act or Cyber Incident or to mitigate or otherwise reduce the effects of any Cyber Act or Cyber Incident.

Cyber Act means any unauthorised, malicious or criminal act (whether or not directed at the Insured), regardless of time and place, or the threat or hoax thereof, involving access to, processing, use, manipulation or operation of, or impairing any Computer System or Data, including but not limited to any unauthorised or malicious direction of network traffic or introduction of code, malware, virus or ransomware.

Cyber Incident means:

- i any error or omission involving access to, processing of, use of or operation of any Computer System, whether any such error or omission is made by or on behalf of the Insured or any Third Party
- ii any partial or total unavailability or failure of or reduction in functionality or operability of any Computer System (whether temporary or permanent) or inability to access, process, use or operate any Computer System; or
- iii any partial or total inability to access, process, transmit, store or use any Data or any error

or omission involving accessing, processing, transmitting, storing or using any Data, whether any such error or omission is made by or on behalf of the Insured or any Third Party.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form which is (or is capable of being) used, accessed, processed, transmitted or stored by a Computer System.

Data is not limited to the Insured's Data but includes Data which is owned, accessed, processed, transmitted, stored or used by any Third Party anywhere in the world.

Data Loss means any loss, distortion, erasure, corruption, theft, alteration, or manipulation of Data (whether temporary or permanent) or loss of use, reduction in functionality or reduction in value of Data or the act of (and costs and expenses associated with) repairing, replacing, reinstating, recovering, restoring or reproducing any Data.

Data Processing Media means any tangible property insured by this Policy on which Data can be stored but not the Data itself.

Non-Cyber Cause means a cause, other than a Cyber Act, Cyber Incident, Data Loss or other cyber related cause, which is not otherwise excluded by the Policy.

Physical Damage to Tangible Property means accidental, physical loss, damage or destruction to tangible property insured under this Policy which is owned by the Insured or for which the Insured is responsible, excluding any Data and intangible elements of Computer Systems.

Third Party means any person or entity other than the Insured (including, but not limited to, information technology and computer service suppliers, data centre operators, internet service providers, customers or suppliers of the Insured, transport operators, infrastructure providers, utilities and supply undertaking service providers or producers, telecommunication service providers and persons or entities wholly unconnected with the Insured, its Business, its Computer Systems or any Data which it owns, uses or relies on).

## 9. Computer Date Exclusion

Damage or liability directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure:

- a correctly to recognise any date as its true calendar date
- b to recognise, capture, save, retain, restore and/ or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c to recognise, capture, save, retain, restore and/ or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date

but in respect of Section 4 Buildings only the insurance will pay for any subsequent Damage which is not otherwise excluded and which itself results from Events 1 to 8 of Section 4 Buildings.

## 10. Excess

Any Excess.

## 11. Economic Sanctions

Cover or benefit for any business or activity to the extent that the provision of such cover, payment of any claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

## 12. Terrorism

- a in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987: loss or destruction or damage or consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with

- i any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
- ii any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

In respect of a above an Act of Terrorism (Terrorism) means: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto

- b in respect of territories other than those stated in a above:
  - loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
  - i any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
  - ii any action taken in controlling, preventing or suppressing any act of Terrorism, or in any way related to such act of Terrorism

In respect of b above an act of Terrorism (Terrorism) means:- An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

In any action suit or other proceedings where the Insurer alleges that by reason of this exclusion any loss or destruction or damage or any consequential loss is not covered (or is covered only up to a specified limit of liability), the burden of proving to the contrary shall be upon the Insured.

In the event any part of this exclusion is found to be invalid or unenforceable, the remainder shall remain in force and effect.



### 13. Contagious and Infectious Disease

#### Exclusion

Loss, destruction, damage, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- A** Contagious or Infectious Disease;
- B** the fear or threat (whether actual or perceived) of a Contagious or Infectious Disease;
- C** the presence or suspected presence of Pathogens at, in or on the premises or property of any person or entity; or
- D** any action taken or advice given (whether or not by a competent authority) to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a Contagious or Infectious Disease or any Pathogens irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

But this Exclusion will not apply to Physical Damage to Property Insured under the Policy and any business interruption directly resulting from such Physical Damage, where such Physical Damage itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

For the purposes of this Exclusion:

Loss includes, but is not limited to financial and business interruption loss, loss of value, marketability or use of property, fines and penalties.

Cost or expense includes, but is not limited to any cost or expense to:

- A** clean-up, detoxify, decontaminate, or remove Pathogens from any property where the property is or is feared to have been affected by Pathogens or a Contagious or Infectious Disease;
- B** monitor or test for Pathogens or a Contagious or Infectious Disease; or
- C** provide medical treatment for persons affected by a Contagious or Infectious Disease.

Malicious persons do not include persons who maliciously, deliberately or recklessly:

- A** cause Pathogens to come into contact with the premises or property of any person or entity; or
- B** cause or attempt to cause another person or persons to contract a Contagious or Infectious Disease and, in or by so doing, cause Pathogens to come into contact with the premises or property of any person or entity.

Physical Damage - means physical loss, damage or destruction. For the avoidance of any doubt, the presence of a Pathogen on property or contamination of property by a Pathogen does not constitute Physical Damage.

Contagious or Infectious Disease - means any disease, illness or condition affecting humans or animals which is caused by or can be transmitted by means of any Pathogen, where the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms (including from one human to another, one animal to another, from an animal to a human or vice versa, or through contaminated water, faeces or food).

Pathogen - means any pathogen, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a Contagious or Infectious Disease.

# Section 1 - Musical Equipment and General Contents

## Section Definitions

If We explain what a word means, that word has the same meaning wherever it appears in section 1 of these Terms and Conditions.

<b>Accidentally lost</b>	Insured item(s) which are lost and not recovered as a direct result of being accidentally left Unattended.
<b>Computer equipment</b>	Computers, laptops, tablets, MP3 players, mobile phones and electronic point of sale equipment/machines
<b>Insured item(s)</b>	The musical instrument(s), equipment, accessories, General Contents, Technical equipment, Computer equipment or any Tenants' Improvements detailed on Your Policy Schedule owned by You or that are Your responsibility.
<b>Technical equipment</b>	any equipment which directly supports music recording, editing & production - fixtures and fittings excluding Computer equipment.
<b>Loaned</b>	The temporary transfer of the insured item into the custody and control of another person with your permission.
<b>Sum(s) insured</b>	<p>The maximum amount We will pay for each individual Insured item as shown on Your Policy schedule.</p> <p>Where the amount shown on Your Policy schedule relates to a group or collection of items then;</p> <p><b>a</b> We will pay up to the value shown for each individual Insured item on any separate declaration of Insured item(s) provided to Us up to the total value shown on Your Policy schedule</p> <p>or, where no separate declaration is provided;</p> <p><b>b</b> We will pay You one of the Cost of replacing the item(s) options individually up to the value shown on Your Policy schedule.</p> <p>The option chosen will be Our choice.</p>
<b>Territorial Limits</b>	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and Worldwide for up to 90 days for any one trip as long as You remain a UK resident.
<b>Tenants' Improvements</b>	Permanent alterations or additions made to the Building/ Buildings by either the landlord or tenant which are not moveable, including interior decorations.

<b>General contents</b>	<p>Possessions and equipment which you own, or are responsible for. Items insured under this definition can include:</p> <ul style="list-style-type: none"> <li>• Fixtures and fittings other than landlord's</li> <li>• Furniture, racking, shelving and display units</li> <li>• Office equipment - excluding Computer equipment</li> <li>• Laminated, wooden effect, vinyl or lino floor coverings that could reasonably be removed and reused</li> <li>• Carpets and rugs</li> <li>• Tenants Improvements</li> <li>• fixed glass and sanitaryware</li> <li>• Stock</li> </ul> <p>General contents cannot include</p> <ul style="list-style-type: none"> <li>• Any musical instruments, equipment or accessories;</li> <li>• Items primarily used for Your own use not associated with music production;</li> <li>• Valuables - jewellery, gold and silver articles (including plated articles), watches, gemstones, clocks, furs, pictures, sculptures, other works of art and collectables;</li> <li>• Television, satellite and radio receiving aerials, aerial fittings and masts fixed to the property at the address on Your policy;</li> <li>• Freestanding gas and electric cookers or gas powered heaters;</li> <li>• Domestic animals;</li> <li>• Fish tanks;</li> <li>• Money, cash, currency notes or stamps;</li> <li>• Deeds and documents;</li> <li>• Food and other perishable items;</li> <li>• Visitors valuables and possessions.</li> <li>• contents in open yards</li> </ul>
<b>Unattended</b>	<p>Insured Item(s) left in a location where You or anyone who is responsible for the items are not in a position to prevent interference with the items or deter theft.</p>
<b>Unspecified musical accessories</b>	<p>Cases and/or other items used to play or tune the instrument(s) insured under this policy but excluding items with an individual value of less than £10 or more than £250. For the purpose of this insurance, Computer equipment and musical instruments are not classed as musical accessories and to be covered by this insurance must be specifically listed on Your policy schedule.</p> <p>The maximum amount that can be claimed for Unspecified musical accessories is £500 per claim.</p>

# What Is Covered?

We will cover accidentally damaged, Accidentally lost or stolen Insured item(s) shown on Your Policy schedule up to their Sum(s) insured within the Territorial Limits. Please read the Policy Conditions, Policy Exclusions and the How We Will Settle Your Claim section.

What is Covered	What is Not Covered
<p><b>Accidental Damage</b></p>	<p>Loss or damage caused by Your wilful acts.</p> <p>Any amount for the Depreciation in value of any Computer equipment</p> <p>Loss or damage arising from:</p> <ul style="list-style-type: none"> <li><b>a</b> Faulty design or workmanship or the use of faulty or unsuitable materials.</li> <li><b>b</b> Any process of cleaning, dyeing, maintenance, repairing, restoration or servicing.</li> <li><b>c</b> Electronic, electrical or mechanical breakdown, failure or derangement.</li> <li><b>d</b> Any form of virus.</li> <li><b>e</b> Damage while the Insured item(s) is stored at any premises which You lend, let or sub-let to another person unless entry is made using Forcible and violent means.</li> <li><b>f</b> Wear and tear, deterioration or any gradually operating cause.</li> <li><b>g</b> An inherent or latent defect.</li> <li><b>h</b> Wet or dry rot, mould, mildew, damp, fungus, rust or corrosion.</li> <li><b>i</b> insects, vermin or woodworm.</li> </ul>
<p><b>Theft or Attempted Theft</b></p>	<p>Theft from the premises the Insured item(s) are kept in when the premises is not attended or the household goes to bed, unless:</p> <ul style="list-style-type: none"> <li><b>a</b> Involving Forcible and violent entry or exit</li> <li><b>b</b> All external doors are locked with the keys withdrawn from locks,</li> <li><b>c</b> All external windows are closed and latched, except those in occupied bedrooms</li> <li><b>d</b> Policy Condition 24 – ‘Minimum Standards of Security’ is complied with</li> <li><b>e</b> Any additional security devices stated on Your Policy schedule are in full working operation or other procedures stated on Your Policy schedule are complied with</li> </ul> <p>Theft of Insured items left Unattended in an unsecured, open location that members of the public can easily access</p> <p>Unexplained theft.</p> <p>Theft if the Insured item(s) is stored at an address that is left unoccupied for more than 60 days.</p> <p>Theft or attempted theft while the Insured item(s) are stored at any premises which You lent, let or sub-let to another person unless entry or exit is made using Forcible and violent means.</p> <p>Theft by any person or persons to whom any Insured item is entrusted or loaned.</p>
<p><b>Accidentally Lost Insured Items</b></p>	<p>Unexplained loss within Your home or premises (including any open external areas within the property boundaries)</p> <p>Insured item(s) which are lost and not recovered as a direct result of being deliberately left Unattended</p> <p>Theft or attempted theft</p>

# Cover Extensions

In addition to Our 'What Is Covered' section the following cover extensions are also included:

## 1. Additional Musical Equipment and Unspecified Musical Accessories Cover

We will cover any additional musical instruments, equipment, Technical equipment or accessories You acquire or become responsible for during the Period of Cover, subject to:

- You notifying us within 14 days of acquiring or becoming responsible for the additional musical instruments or accessories and you agreeing to pay any additional premium for their inclusion.
- The items are not being insured under another insurance policy.

The amount We will pay is limited to:

- £1,000 for any one additional item
- £2,500 for all items during any one period of cover. This extension does not apply to any General Contents

We will also cover any Unspecified musical accessories up to a single claim value of £500. This is limited to a maximum of £250 per item. This extension does not apply to any General contents.

## 2. Loaned Out Instruments

This policy is extended to include: loss, damage and theft to Insured item(s) whilst Loaned to any person(s) provided they are using the Insured item(s) with Your permission and are willing to adhere to the terms and conditions within this policy wording and Your Policy schedule. It is Your responsibility to make sure the person Loaning the items is aware of the terms and conditions.

This cover is limited to a maximum of 5 Insured item(s) being Loaned out at the same time. Items over £25,000 will not be covered whilst out on Loan unless agreed by Us.

We will not cover theft by any person or persons who You have Loaned the items to.

## 3. Insured items(s) in Transit

We will pay up to the Sum Insured shown on Your Policy Schedule for any damage or loss to Insured Item(s) in transit.

We will not pay for any Loss or damage arising from:

- Transit by air unless the Insured Item(s) is carried as hand luggage or checked in by You and secured in an appropriate locked case.
- Postal or similar transit unless the Insured Item(s) is securely packed in a suitable protective case or container and the transit is tracked and guaranteed.
- Transportation of pianos unless they are secured within a suitable vehicle.

We will not pay for any claim

- where the Insured Item(s) is insured by the transporting company and the claim would be paid out had this policy not existed.
- where the Insured Item(s) is covered on premises only basis.

## 4. Hiring Costs

In the event of a valid claim, and with Our agreement, We will pay the cost of hiring a comparable alternative instrument, equipment or accessory, subject to:

- A limit of 10% of the Sum(s) insured of the musical instruments, Technical equipment and accessories which is subject to the claim, and
- A limit of £1,000 in total for any one claim for hiring costs.

## 5. Postage and Travel Costs

In the event of a valid claim We will pay the cost of:

- Postage or similar transport for Your Insured item(s). A limit of £500 in total for any one claim applies.
- Reasonable travel expenses for You to deliver and/or collect Your Insured items(s) from a repairer. A limit of £500 in total for any one claim applies.
- Transporting Your piano, harpsichord or organ using a professional removals firm. A limit of £2000 in total for any one claim applies.

Costs should be kept to a reasonable level with any unnecessary expenses avoided.

# Optional Cover Extension

## 6. Unattended Vehicle Cover (Only Operative When Shown On Your Schedule)

This cover is not provided as standard. If this cover is selected it will be shown on Your Policy schedule. Please note; the section definition of Unattended does not apply to unattended vehicle cover. This extension will cover theft, attempted theft or damage to the Insured items while left in an unattended vehicle subject to the following;

What is Covered	What is Not Covered
<p><b>Unattended Vehicle</b></p>	<p>Any theft of or damage to the Insured item(s) whilst left in:</p> <ul style="list-style-type: none"> <li><b>a</b> A soft top convertible vehicle, other than where kept in the locked boot not accessible from the passenger compartment</li> <li><b>b</b> Any other vehicle, unless:               <ul style="list-style-type: none"> <li><b>i</b> There are signs of Forcible and violent entry into the vehicle (e.g. broken windows or damage to locks)</li> <li><b>ii.</b> All the vehicle's security systems are activated, windows and sunroofs are closed and all doors are locked with the keys or removable ignition devices removed from the vehicle.</li> <li><b>iii.</b> The item(s) are hidden from view. This means if the item(s) will fit into a glove compartment, a locked boot or other concealed internal compartment, it must be placed in one of these areas. If the item(s) will not fit, it must be covered from direct external view (e.g. covered with a sheet or blanket)</li> </ul> </li> </ul>

The maximum amount that you can claim for theft from an unattended vehicle is the Insured item(s) Sum insured or £30,000, whichever is less, unless agreed with the Insurer and noted on Your Policy schedule

# Section Exclusions

## Applicable to Section 1 - Musical equipment and General contents in additional to the Policy Exclusions

### 1. Excess

The first £100 of each claim under Section 1 - Musical Equipment and General contents unless otherwise stated on your policy schedule.

### 2. Earthquakes or Volcanos

Loss or damage happening in connection with an earthquake or a volcanic eruption.

### 3. Data

Loss of or damage to data, computer memory or other electronic memory or data storage, discs, memory cards or microchips. This does not include proprietary software where You can prove ownership and it cannot be retrieved.

### 4. Customer Replaceable Items

Breakage of customer replaceable items such as strings, reeds and drumheads.

### 5. Consequential Loss

Any costs suffered as a result of not being able to use the Insured item(s).

### 6. Climatic Conditions

Loss or damage arising from:

- a Climatic or atmospheric conditions, changes in air pressure or extremes of temperature (except where damage is directly due to a one off sudden event).
- b Effects of sunlight, fading, changes in colour, = texture or finish.
- c Dampness, condensation, frost, dryness, dust, shrinkage or contamination.

### 7. Confiscation

Costs or damage by confiscation or detention or nationalisation or requisition by Customs or other officials or legal authorities.

### 9. Quotation Costs

The cost of any estimate or quotation to replace and/ or repair the Insured item(s).

### 10.General Contents

Any loss or damage to General contents whilst they are outside or away from the address on the Policy schedule or arising from chewing, scratching, biting or fouling by any domestic animal.

### 11. Sets and Pairs

In the event of loss or damage to Insured item(s), We will not pay the cost of replacing or altering any other undamaged items solely because they form part of a set or suite. This includes groups or collections of the same design, nature or colour.

# How Do We Settle Your Claim?

We are entitled to take over and conduct any negotiations or legal action in connection with a claim under this policy and will choose to settle Your claim by cash payment, repair or replacement.

Partial Damage	Damaged Beyond Economic Repair/ Accidentally Lost or stolen
<p>If the Insured item(s) is accidentally damaged but can be repaired We will pay the cost of repair up to the Sum(s) insured.</p> <p>If it is possible to repair the Insured item(s), We will ask You to provide a repair quote from a reputable repairer of Your choice.</p> <p>We reserve the right to seek alternative quotations from other repairers.</p> <p>Depreciation following repair for partial damage If after being repaired the Insured item(s) has Depreciated due to the damage sustained then We will also pay the amount the Insured item(s) value has reduced by.</p> <ul style="list-style-type: none"> <li>• This payment will be no more than the Sum Insured for that item less the cost of repairs also paid.</li> <li>• Any claims for Depreciation must be made no later than 60 days after the repair of the Insured item(s) is finished.</li> <li>• We will not pay any amount for the Depreciation in value of any Computer equipment</li> </ul>	<p>If We decide the Insured item(s) is beyond economic repair, has been Accidentally lost or has been stolen and not recovered, We will pay You one of the Cost of replacing the item(s) options. The option chosen will be Our choice.</p> <p>Cost of Replacing means We will, at Our option, pay one of the following;</p> <ul style="list-style-type: none"> <li>a The price of an identical replacement model or a model of similar quality and features unless the Insured item's condition has been altered from a new condition due to modification, pre-existing damage, repairs undertaken or excessive wear and tear</li> <li>b The Market value of the Insured item(s) at time of damage if the Insured item(s) could not be -             <ul style="list-style-type: none"> <li>- reasonably replaced with an identical model or a model of similar quality and features, or;</li> <li>- the item is rare or the item's condition has been altered from a new condition due to modification, pre-existing damage, repairs undertaken or excessive wear and tear.</li> </ul> </li> </ul> <p>We may use independent expert opinions to establish the Market value where there has been no recent professional valuation. The most We will pay is the Insured item(s) Sum(s) insured. If You elect not to replace property which has been totally lost or destroyed, the amount payable will be the Market value limited to the Sum(s) insured for the Insured item(s).</p>

## Reinstatement of Sum(s) Insured

Following a partial damage claim, the Sum(s) insured will automatically be reinstated until the end of the current Period of cover, unless We also pay for Depreciation. If We make a payment for Depreciation, the Sum(s) insured will be reduced to the Depreciated figure. No refund of premium will be provided.

## Claims With Value Added Tax (VAT) Registration

Where You are registered for VAT, claims will be settled excluding VAT for items on which VAT would be normally recoverable.

## Replacement of Computer Equipment

The colour of any replacement Computer equipment may not be the same as the one You have claimed for. Any Computer equipment can come from new or refurbished stock.

## Salvage of Insured Item(s)

If We have paid a claim for Insured item(s) that are beyond repair or have been Accidentally lost or stolen and not recovered, then those items will become Our property. If these items are later recovered, You must notify Us immediately and to ensure the item is returned to Us. We will provide You with an opportunity to purchase back the Insured item(s) at their new Market value before any disposal or sale by Us.



# Section 2 - Public Liability and Personal Accident

## Section 2 A – Public Liability - Definitions

If We explain what a word means with a capital letter first below, that word has the same meaning wherever it appears within Section 2 A Public Liability.

<b>Accident(s) Accidental</b>	A sudden and unexpected event which happens by chance during the Period of cover.
<b>Damage</b>	Loss of, destruction of, or damage to material property
<b>Injury</b>	Bodily injury, death, disease, illness, mental injury or nervous shock, invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person.
<b>Indemnity/ Indemnify</b>	To restore You to the same financial position after a valid claim that You were in immediately prior to the valid claim.
<b>Merchandise</b>	<p>CDs, vinyls, recording media, artwork, small accessories and items of clothing sold by You in association with Your music</p> <p>Excluded items include but are not limited to the following; toys, Weapons, knives, tobacco or tobacco products, medications, vitamins/ supplements, E-cigarette vape pens, apparatus or liquids, alcohol, food and drink or other consumable items, fireworks, cigarette lighters, fuel or any other flammable materials.</p>
<b>Musical activities</b>	<ul style="list-style-type: none"> <li>• Performing; rehearsing and auditioning including loading, unloading, setting up and clearing away the musical equipment and instruments and selling Your Merchandise</li> <li>• Teaching either at Your home/ premises, the pupil's home or a public place excluding the arrangement or undertaking of overnight stays of any kind;</li> <li>• Music production including engineering, editing, composing, mastering and recording.</li> <li>• Setting up, operating and dismantling sound or lighting equipment at ground level</li> <li>• Disc or visual jockeying</li> <li>• the repair and servicing of Your own musical instruments excluding where the main purpose is associated with the production and/or sale of musical instruments or equipment to the public</li> </ul>
<b>Territorial limits</b>	United Kingdom and Europe.
<b>You, Your, Insured</b>	The person, band, organisation or orchestra named on the Policy schedule including any person acting on their behalf

## Section 2 A – Public Liability - What Is Covered

Please read the policy conditions and policy exclusions

What is Covered	What is Not Covered
<p><b>Public Liability</b> We will cover You against the legal liability to pay compensation and claimants costs and expenses following any Accidental;</p> <ol style="list-style-type: none"> <li>1 Injury to any person</li> <li>2 Loss of or Damage to material property</li> </ol> <p>which occurs within the Territorial limits during the Period of cover a result of Your Musical activities or Merchandise You sell.</p> <p><b>Costs and Expenses</b> We will pay costs and expenses in connection with the defence of any claim and for representation of You;</p> <ol style="list-style-type: none"> <li>a at any coroner's inquest or fatal accident inquiry in respect of death</li> <li>b at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury, loss or damage which may be covered under this section.</li> </ol> <p><b>Limit of Indemnity</b> The maximum amount We will pay for all compensation, costs and expenses for any Loss, Injury or Damage during any one Period of cover will be the amount shown on Your Policy schedule.</p>	<p>In addition to the Policy Exclusions the following are also not covered;</p> <p>The first £50 of each and every claim arising from any Loss of or Damage to third party property.</p> <p>Any liability, compensation, costs and expenses relating to:</p> <ol style="list-style-type: none"> <li>a any Injury, Loss of or Damage to material property not caused by Your musical activities or the sale of merchandise by You.</li> <li>b the ownership, possession, use or occupation of land or buildings.</li> <li>c any contract or agreement unless You would have been liable in the absence of the contract or agreement</li> <li>d the organisation, facilitation, hosting, cancellation or failure of any event that has been organised by You.</li> <li>e any fines, penalties, liquidated damages or any punitive, exemplary, aggravated damages and any damages resulting from the multiplication of compensatory damages awarded against You</li> <li>f any loss or damage to property which belongs to or is in the care, custody and control of You, Your employee or a member of Your family or household.</li> <li>g any compensation, costs and expenses for Injury to an employee or a member of Your family or household.</li> <li>h any Injury, Loss of or Damage caused by pollution</li> <li>i any Injury, Loss or Damage occurring in North America as a result of Your Merchandise sales</li> </ol>

## Section 2 A – Public Liability Conditions

The following extension apply to Section A – Public Liability

### 1. Noise Limitations

When You are using Your musical equipment the sound must not exceed the noise levels set by the local environmental health officer (EHO) or if lower, the level stipulated on the event/venue license.

### 2. Joint Insured Cross Liabilities

If more than one party is named as the Insured this section of cover will apply as though each party named were insured separately provided that the Insurer's liability to all parties Indemnified will not exceed the total the limit of indemnity shown on Your Policy schedule.

### 3. Claims Conditions

No claim will be paid unless You comply with these conditions:

- a You must not admit responsibility, agree to pay any claim or negotiate with any other person following an accident.
- b You must inform us within 90 days of any loss, damage or incident, impending prosecution, inquest, fatal inquiry, or civil proceedings which may result in a claim under this policy.
- c You must inform Us immediately if You receive any writ, summons or legal documents. You must never reply to any of these.
- d You must provide Us with all information and evidence which We may reasonably require at no cost to Us.

## Section 2 A – Public Liability Extensions

The following extension apply to Section A – Public Liability

### Member to Member

The Insurer will Indemnify any band, orchestra, organisation, officer, committee or association member against claims brought against them by another member as though each such party was individually named as the Insured in this Section. Provided that;

- any claim made is in relation to the Insured's Musical activities covered by this Policy,
- each such party shall observe, fulfil and be subject to the terms and conditions of this Section in so far as they can apply,
- the Insurer's liabilities to the Insured and all parties indemnified shall not exceed in the aggregate the Limit of Indemnity specified in the section.

## Section 2 B – Personal Accident - Definitions

If We explain what a word means with in bold and with a capital letter first below, that word has the same meaning wherever it appears within Section 2 B Personal Accident.

<b>Accidental bodily injury</b>	Bodily injury and Associated Illness directly and solely caused by: <ul style="list-style-type: none"> <li><b>a</b> a sudden unexpected identifiable physical injury or</li> <li><b>b</b> unavoidable exposure to the elements which <ul style="list-style-type: none"> <li><b>i</b> does not result from a series of events which occur or develop over time that cannot be wholly attributable to a single accident or</li> <li><b>ii</b> is not intentionally self-inflicted or</li> <li><b>iii</b> does not result from Sickness, disease or psychological condition other than in respect of Benefit 4 of the Scale of compensation table.</li> </ul> </li> </ul>
<b>Associated Illness</b>	Sickness, disease or Post Traumatic Stress Disorder (PTSD) that results directly from an Insured person sustaining an Accidental bodily injury.  Excluding any sickness, disease or PTSD that has previously arisen or would have arisen even if the Accidental bodily injury had not occurred
<b>Benefit / Benefits</b>	The sum or sums of money that We have agreed to pay You as shown in the Scale of Compensation and/or Your Policy schedule or calculated based on Weekly wage.
<b>Contamination</b>	Contamination or poisoning of people by nuclear and/or chemical and/or biological substances that cause illness and/ or disablement and/or Death
<b>Death</b>	Death caused by Accidental bodily injury.
<b>Dental injury</b>	Damage to or loss of teeth, gums, alveoli or dental prostheses including implants bridges or crowns (whilst in situ within Your mouth) which is caused solely by a force external to the mouth.
<b>Dental expenses</b>	Reasonable expenses agreed by Us based on the advice of a Qualified medical practitioner following an Accidental bodily injury which results in a Dental injury during the Period of cover
<b>Excess period</b>	An uninsured two week period which must pass before payment for Temporary Total Disablement can begin.
<b>Territorial limits</b>	United Kingdom and Europe.
<b>Hospitalisation/ Hospitalised</b>	Any continuous period of 24 hours or more during which time You have been confined to Hospital by a Qualified medical practitioner
<b>Loss</b>	A loss or series of losses arising out of or consequent upon or contributed to directly or indirectly by one originating event.
<b>Loss of hearing</b>	Total and permanent hearing loss greater than 90 decibels across frequencies between 500 Hz and 3,000 Hz as tested by a Qualified medical practitioner.
<b>Loss of limb</b>	In respect of <ul style="list-style-type: none"> <li><b>a</b> an arm – physical severance or permanent loss of use of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) or</li> <li><b>b</b> a leg – physical severance or permanent loss of use at or above the level of the ankle (talo-tibial joint).</li> </ul>

<b>Loss of sight</b>	Total and permanent loss of sight which will be considered as having occurred: <ul style="list-style-type: none"> <li><b>a</b> in both eyes if Your name has been added to the Register of Blind Persons maintained by the United Kingdom government on the authority of a Qualified medical practitioner or,</li> <li><b>b</b> in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.</li> </ul>
<b>Loss of speech</b>	Total and permanent loss of the ability to speak or communicate verbally
<b>Maximum benefit</b>	The maximum amount of benefit payable, as shown in the Scale of compensation table
<b>Maximum benefit period</b>	A maximum period of 52 Weeks (not necessarily consecutive) for which Temporary total disablement is payable after the Excess period has expired. Payments will end when 52 weeks of Benefit in total has been paid for any one Accidental bodily injury
<b>Merchandise</b>	CDs, vinyls, recording media, artwork, small accessories and items of clothing sold by an Insured person in association with their music Excluded items include but are not limited to the following; toys, Weapons, knives, tobacco or tobacco products, medications, vitamins/ supplements, E-cigarette vape pens, apparatus or liquids, alcohol, food and drink or other consumable items, fireworks, cigarette lighters, fuel or any other flammable materials.
<b>Non weekly benefit</b>	A Benefit that is payable as a lump sum. These are; <ul style="list-style-type: none"> <li>- Death</li> <li>- Permanent Total Disablement</li> <li>- Permanent Partial Disablement</li> </ul>
<b>Permanent partial disablement</b>	All accident types listed within 4. Permanent partial disablement of the Scale of compensation table. This includes accident types such as Loss of sight, Loss of hearing, Loss of speech or Loss of limb.
<b>Permanent total disablement</b>	All accident types listed within 3. Permanent total disablement of the Scale of compensation table. Any permanent disablement which; <ul style="list-style-type: none"> <li>- Is not a type of Permanent partial disablement</li> <li>- has lasted without interruption for at least twelve months</li> <li>- has no reasonable prospect of improving</li> <li>- will permanently, completely and continuously prevent You from engaging in Your Usual musical activities based on the opinion of a Qualified medical practitioner</li> </ul>
<b>Qualified medical practitioner</b>	A doctor or specialist who is registered or licensed to practice medicine, ophthalmology or dentistry under the laws of the country in which they practice and who is not: <ul style="list-style-type: none"> <li>• Your employee</li> <li>• You</li> <li>• Your Spouse</li> <li>• a member of Your immediate family</li> </ul>

<b>Scale of compensation table</b>	The table contained within this Policy wording that states the Maximum benefit available for each accident type
<b>Sickness</b>	An identifiable illness, disease, medical complaint or medical condition which is not an Accidental bodily injury
<b>Spouse</b>	Your spouse, partner or civil partner with whom You have been cohabiting for at least 3 months as though they were Your spouse, partner or civil partner
<b>Temporary total disablement</b>	Any temporary disablement which completely prevents You from performing each and every function of Your Usual musical activities.  This type of injury is paid as a Weekly benefit and there is an uninsured two week Excess period which must pass before payment for Temporary Total Disablement can begin.
<b>Usual musical activities</b>	The musical activity that gives the Insured person an income, including; <ul style="list-style-type: none"> <li>• Performing;</li> <li>• Teaching either at Your home/ premises, the pupil's home or a public place</li> <li>• Music production including engineering, editing, composing, mastering and recording.</li> <li>• Setting up, operating and dismantling sound or lighting equipment at ground level</li> <li>• Disc or visual jockeying</li> </ul>
<b>Weekly benefit(s)</b>	A Benefit that is payable as a weekly amount. This benefit is; <ul style="list-style-type: none"> <li>- Temporary total disablement</li> </ul> <p>The amount shown in the Policy schedule and/or the Scale of compensation table is the maximum amount that We could pay to an Insured person for each complete working week, during any period of Temporary total disablement. The actual amount We pay to an Insured person will be based on their Weekly wage</p>
<b>Weekly wage</b>	This is calculated by taking an average weekly wage generated by the Insured person's Usual musical activities across the 12 weeks prior to the Accidental bodily injury occurring.
<b>Insured person, You, Your</b>	Any person described on the Policy schedule who is under the age of eighty (80) at the start of the Period of cover and is resident in the United Kingdom.

## Section 2 B - Personal Accident – What Is Covered

Please read the policy conditions and policy exclusions

What is Covered	What is Not Covered
<p>We will pay the Insured person up to the sums insured shown in the Scale of Compensation table if;</p> <ul style="list-style-type: none"> <li>they suffer an Accidental bodily injury whilst participating in their Usual musical activities during the Period of cover</li> </ul> <p>which within twelve (12) months solely, directly and independently of any other cause results in:</p> <ol style="list-style-type: none"> <li><b>1. Death</b></li> <li><b>2. Temporary total disablement</b></li> <li><b>3. Permanent total disablement</b></li> <li><b>4. Permanent partial disablement</b></li> </ol> <p><b>Maximum Total Benefit</b> The maximum total amount We will pay each Insured Person for all Accidental bodily injuries incurred within any one Period of cover is £10,000</p>	<p>In addition to the Policy Exclusions the following are also not covered;</p> <ul style="list-style-type: none"> <li>- Any claim where the Insured person is over the age of 80 at the time of the Accidental bodily injury occurring</li> <li>- Any payments for Temporary total disablement within the Excess period or after the Maximum benefit period</li> <li>- More than 100% of an Insured person's Weekly wage for any Accidental bodily injury resulting in Temporary total disablement</li> <li>- More than the £100,000 limit stated within Accumulation Limit Condition</li> <li>- More than one Non weekly benefit in respect of any one Insured person for an Accidental bodily injury arising from the same Loss.</li> </ul>

## Section 2 B - Personal Accident – Cover Extensions

These cover extensions are available where an Insured person has made a valid claim under any of the benefits on the Scale of compensation table

### 1. Bereavement Counselling - £1,000

If within the Period of cover an Insured person sustains an Accidental bodily injury resulting in Death, We will pay for the spouse and/or children of the Insured person to receive bereavement counselling. The need for counselling must be based on the medical advice of a Qualified medical practitioner and the counsellor used must be registered with the British Association for Counselling and Psychotherapy (BACAP). The maximum amount We will pay is £1,000 for each Insured person.

### 2. Trauma Counselling - £1,000

If within the Period of cover an Insured person is diagnosed by a Qualified Medical Practitioner as suffering from post-traumatic stress disorder (PTSD) We will pay for fees charged by a trauma counsellor registered with the British Association for Counselling

and Psychotherapy (BACAP) or equivalent body.

The PTSD must be caused by one of the following incidents occurring during the Period of cover;

- the Insured person sustaining an Accidental bodily injury which results in their Permanent Total Disablement, or;
- the Insured person is victim of an unprovoked malicious assault by another person that has been reported to the police, or;
- the Insured person a direct witness of an Act of terrorism and are interviewed by the police as a witness, or;
- the Insured person directly witnesses the Death or Permanent total disablement of their parent, Spouse or child.

The maximum amount We will pay is £1,000 for each Insured person

### 3. Independent Financial Advice - £500

If within the Period of cover an Insured person sustains an Accidental bodily injury resulting in payment of a Capital sum benefit or Temporary total disablement lasting more than 6 months We will pay up to £500 for fees charged by an independent financial adviser authorised and regulated by the Financial Conduct Authority (FCA) for professional financial advice.

### 4. Modification Expenses Benefit - £1,000

If within the Period of cover an Insured person suffers an Accidental bodily injury resulting in Permanent partial disablement or Permanent total disablement, We will pay up to £1,000 for any one Insured person to alter their musical instruments or equipment to cater for their medical needs. Our consent must be given before making any alterations.

### 5. Optical Expenses - £500

If within the Period of cover an Insured person suffers an Accidental bodily injury resulting in the need for immediate and urgent eye treatment to prevent long term damage, We will pay up to £500 towards the costs of treatment for each Insured person.

### 6. Physiotherapy expenses - £1,000

If within the Period of cover an Insured person sustains an Accidental bodily injury that is likely to result in Permanent partial disablement, Permanent total disablement or Temporary total disablement We will pay for physiotherapy costs to help the them return to their Usual musical activities or adjustment to the permanent disability provided that:

- We give Our written approval of any physiotherapy costs
- the physiotherapy plan is under Our supervision

The maximum amounts We will pay in respect of any one claim is up to £1,000. This extension will end when the Insured person is no longer entitled to Temporary total disablement benefit or fifty two (52) Weeks after the date of the Accidental bodily injury, whichever is the earlier.

### 7. Travel To Hospital Expenses For family - £500

If within the Period of cover an Insured person sustains Accidental bodily injury resulting Hospitalisation We will pay the reasonable expenses incurred for the services of a taxi or other additional travel costs to transport a spouse, child, or parent from their residence to the Hospital where the Insured person is an inpatient.

The maximum amount payable for any one Insured person is £500. Proof of actual costs are required in the event of a claim.

### 8. Return To Residence From Hospital Expenses - £500

If within the Period of cover an Insured person sustains Accidental bodily injury which results in being physically unable to return to their residence for a period in excess of forty eight (48) hours We will pay up to £500 for any reasonable additional costs to return the Insured person and their personal property to their residence.

## Section 2 B – Personal Accident Conditions

The following conditions apply to Section 2 B – Personal Accident

### 1. Non Weekly Benefit Condition

Death, Permanent total disablement and Permanent partial disablement are Non weekly benefits. Any claim made is subject to the below;

#### What Is The Maximum Amount That Can Be Claimed For

The Scale of compensation table and/or Policy schedule will show the maximum amount of Non weekly benefit that could be paid to an Insured person.

#### How Will The Claim Be Calculated

- The amount an Insured person will be paid is shown next to the accident type on the Scale of compensation table and/or Policy schedule
- The amount received will be reduced by any previous benefits payments the Insured person has received for the same Accidental bodily injury within the last 12 months.

#### When Do Payments Start

There is no Excess period for Non weekly benefits. The payment will be made in one lump sum.



### Can Multiple Benefits Be Claimed

- We will only pay one Non weekly benefit for each Insured person as a result of any one Accidental bodily injury.
- If an Insured person is eligible for multiple Benefits shown on the Scale of compensation table from the same Accidental bodily injury only the largest single Benefit will be payable.

## 2. Weekly Benefit Condition

Temporary total disablement is a Weekly benefit. Any claim made is subject to the below;

### Maximum Benefit Amount

The Scale of compensation table and/or Policy schedule will show the maximum amount of Weekly benefit that could be paid to an Insured person for each complete working week of Temporary total disablement.

### How Will The Claim Be Calculated

- The actual amount an Insured person will be paid is based on their Weekly wage.
- The amount paid will not exceed 100% of the Insured person's Weekly wage.
- Payment for any incomplete working week will be calculated as a proportion of the Insured person's Weekly wage.

### When Do Payments Start

- Weekly benefit payments will start after the Excess period. This is an uninsured two week period which must pass before payment for Temporary Total Disablement can begin.
- If the Insured person returns to work but has to stop work again due to the same injury a new Excess period will not begin.

### When Do Payments Stop

- A Maximum benefit period of 52 weeks (not necessarily consecutive) can be claimed for Temporary total disablement after the Excess period has expired. Payments will end when 52 weeks of Benefit in total has been paid for any one Accidental bodily injury
- Payment of a Weekly benefit will end if We pay any of the Non weekly benefits and We will not be liable to pay any further Benefits in respect of the same Insured person for the same Loss.

### Can Other Benefits Be Claimed

Payment by Us to an Insured person of any Weekly benefit does not prevent a claim for any other Benefit.

### Alternative Benefits Condition

For You to claim for a Weekly benefit under this policy You must have no other weekly or monthly benefits insurance in force unless it has been declared to and accepted by Us during the Period of cover.

## 5. Rehabilitation Condition

If We have offered a rehabilitation service and the Insured person does not comply with the medical treatment or advice provided We may proportionately reduce the amount paid or payable on any claim where the Insured person could have returned to their Usual musical activities sooner if they had complied with the service provided.

## 6. Disappearance

Death of any Insured person will not be presumed due to their disappearance. Disappearance will be deemed to be Death by accident for the purposes of this policy if;

- 1 a reasonable period of time has passed;
- 2 We have examined all evidence available;
- 3 We have no reason to suppose anything other than that the Insured person has sustained an accident during the Period of cover resulting in their Death

In the event of the re-appearance of an Insured person after payment of the Death Benefit or new evidence suggests the main cause is an excluded incident or injury the beneficiary will repay that benefit to Us.

## 7. Claims Conditions

No claim will be paid unless the following conditions are complied with:

- 1 Any Insured person looking to make a claim must at Our request provide a medical examination report in respect of any Accidental bodily injury where We are required to consider a claim under this policy. We will pay the cost of the medical examination fee;
- 2 Any Insured person looking to make a claim must ensure that as soon as possible after the occurrence of any Accidental bodily injury they obtain and follow the advice of a Qualified medical practitioner. We will not be liable for any Accidental bodily injury or medical condition which is worsened or prolonged or any other consequences which arise as a result of the failure to obtain and follow such advice and to use such treatment remedies or appliances as may be prescribed;
- 3 In the event of the Death of an Insured person We will be entitled to have a post-mortem examination carried out at Our expense

## 8. Accumulation Limit

We will not pay more than £100,000 for all accepted claims in total in respect of all Insured Persons involved in the same Loss. Where the total of all

individual claims exceeds this limit each individual claim will be reduced proportionately until the total of all individual claims does not exceed the limit.

## Scale of Compensation Table

Accident Type		Benefit Limit	
<b>1. Death</b>		£10,000	
<b>2. Temporary total disablement</b> Payments begin after an uninsured 2 week Excess period The amount an Insured person will be paid is based on their Weekly wage		Up to £190 per week	
<b>3. Permanent total disablement</b>		£10,000	
a) Loss of intellectual capacity		£10,000	
b) Removal of lower jaw by surgical operation		£3,000	
Permanent total disablement due to the permanent total loss of use of:			
d) the back or spine below the neck with no damage to the spinal cord		£4,000	
e) the neck or cervical spine with no damage to the spinal cord		£3,000	
f) shoulder or elbow		£2,500	
g) one lung or one kidney, the spleen or the liver		£2,500	
h) wrist, hip, knee or ankle		£2,000	
i) taste		£500	
j) smell		£500	
<b>4. Permanent partial disablement</b>			
a) Loss of sight in both eyes/ Loss of two or more limbs/ Loss of hearing in both ears		£7,500	
b) Loss of sight in one eye/ Loss of one limb/ Loss of speech		£5,000	
c) Sickness resulting in the Loss of sight		£2,000	
d) Loss of hearing in one ear		£1,250	
e) Permanent facial scar: over 5cm long		£1,000	
f) Permanent facial scar: 1cm to 5cm		£500	
g) Dental expenses		£250	
<b>Permanent partial disablement</b> due to permanent loss by physical separation of:			
	One Phalange	Two Phalanges	Three Phalanges
h) One Thumb	£3,000	£3,500	-
i) One Index Finger	£600	£2,000	£2,000
j) One Other Finger	£300	£600	£1,000
k) One Great Toe	£1,000	£1,500	-
l) One Other Toe	£200	£300	£500

## Section 2 - Public Liability and Personal Accident Exclusions

The exclusions below show additionally what is not covered and apply to Section 2 A Public Liability and B – Personal Accident. Please also see the Policy Exclusions.

### 1. General Exclusions

Any claim arising out of or consequent upon or contributed to directly or indirectly by;

- You taking part or whilst engaged in civil commotions or riots of any kind.
- You taking illegal drugs or taking nonprescribed drugs for recreational purposes or taking drugs prescribed for Your drug addiction or alcoholism
- Any claim in any way caused or contributed to by Your participation in any sport or fitness activities
- Any cycling or any use of an e-scooter, e-bike, segway or any other powered personal transporters either on or off-road
- Any liability related to You as a tenant or owner of property.
- Any claim in any way caused or contributed to from ownership, possession, sale or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft of any description, drones, animals and firearms and weapons.
- Welding, grinding or cutting or working at a height of more than 1.8m above ground level
- Suicide, attempted suicide or intentional self-inflicted injury or deliberate exposure to exceptional danger (except in an attempt to save human life).
- Your own criminal act.
- Your use, or the use of pyrotechnics, explosives or any special effects involving fire or explosion
- You being in a state of insanity or under the influence of alcohol or drugs (except drugs prescribed by a registered doctor which are not prescribed for a drug addiction).
- Solvent abuse by You
- Any injury which results from medical procedures or other body modification including tattoos, tattoo removal, body piercing or beauty treatments

### 2. Employment Exclusions

Any claim arising out of Your employment in:

- serving in the armed forces of any nation or international authority
- defence, security or law and order activities
- cleaning services or waste/refuse disposal
- overseas political organisations
- professional sports
- offshore work
- fair, amusement parks, gambling and betting activities
- construction or mining activities
- medical or health work
- overseas charity work
- haulage

### 3. Cyber Attacks and E-risks

Loss, destruction, damage, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by any Cyber attack or any software, hardware or any form of media provided, supplied, sold or used by You or on Your behalf. We will also not pay any claim as a result of any internal or external network failure, programming error, operator error whether performed by You or any other person or organisation.

## Section 3 – Employers’ Liability - Definitions

<b>Act of Terrorism</b>	Any act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.
<b>Business</b>	The business specified in the Schedule conducted solely from Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and including <ol style="list-style-type: none"> <li><b>1</b> the ownership, maintenance and repair of Premises used in connection therewith</li> <li><b>2</b> the provision and management of canteen, social, sports or welfare organisations for the benefit of Employees and the ambulance, first aid, fire, medical and security services of the Insured</li> <li><b>3</b> the execution of private duties by Employees for any partner, director or senior official of the Insured.</li> </ol>
<b>Employee</b>	<ol style="list-style-type: none"> <li><b>1</b> any person under a contract of service or apprenticeship with the Insured</li> <li><b>2</b> any of the following persons whilst working for the Insured in connection with the Business <ol style="list-style-type: none"> <li><b>a</b> any labour master or labour only subcontractor or person supplied by him</li> <li><b>b</b> any self-employed person providing labour only</li> <li><b>c</b> any trainee or person undergoing work experience</li> <li><b>d</b> any voluntary helper</li> <li><b>e</b> any person who is borrowed by or hired to the Insured.</li> </ol> </li> </ol>
<b>Injury</b>	Bodily injury, death, disease, illness, mental injury or nervous shock.
<b>Limit of Indemnity</b>	Limit of indemnity specified in the Schedule.
<b>Offshore Installations</b>	<ol style="list-style-type: none"> <li><b>1</b> any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation</li> <li><b>2</b> any installation in the sea or tidal waters which is intended for the storage or recovery of gas</li> <li><b>3</b> any pipe or system of pipes in the sea or tidal waters</li> <li><b>4</b> any installation which is intended to provide accommodation for persons who work on or from the locations specified in 1, 2 or 3 of this definition.</li> </ol>
<b>Territorial Limits</b>	<ol style="list-style-type: none"> <li><b>1</b> Great Britain, Northern Ireland, the Isle of Man and the Channel Islands</li> <li><b>2</b> elsewhere in the world in respect of Injury sustained by any Employee resident within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and caused whilst such Employee is temporarily employed outside these territories provided that any action for compensation in respect of such Injury is brought in a court of law within the said territories or any member country of the European Union.</li> </ol>

## Section 3 – Employers’ Liability (continued)

### Cover

The Insurer will indemnify the Insured against legal liability to pay compensation and claimants’ costs and expenses in respect of Injury sustained by any Employee arising out of and in the course of the employment or engagement of such person by the Insured in connection with the Business and caused within the Territorial Limits during the Period of Insurance.

### Costs and Expenses

In addition the Insurer will pay costs and expenses incurred by the Insurer or with the written consent of the Insurer

- 1 in connection with the defence of any claim
- 2 for representation of the Insured
  - a at any coroner’s inquest or fatal accident inquiry in respect of death
  - b at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury

which may be the subject of indemnity under this Section.

### Limit of Indemnity

The Insurer’s liability for all compensation, costs and expenses payable in respect of any one claim or series of claims arising out of one occurrence shall not exceed the Limit of Indemnity stated in the Schedule.

Provided that

- a in respect of an Act of Terrorism the Limit of Indemnity shall not exceed £5,000,000. If the Insurer alleges that by reason of this limitation any loss, Damage, cost or expense is not covered the burden of proving the contrary shall be upon the Insured
- b in respect of the indemnity provided under this Section for Extension 5 – Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs
  - i the liability of the Insurer shall not exceed £5,000,000 in any one Period of Insurance

- ii all amounts payable will form part of and not be in addition to the Limit of Indemnity
- iii where the Insurer has already indemnified the Insured in respect of legal costs or expenses incurred in connection with the defence of any criminal proceedings (including appeals against conviction arising from such proceedings) arising out of the same occurrence which gave rise to said proceedings under another Section of the Policy the amount paid under that Section shall contribute to the maximum amount payable under this Section.

### Extensions

**(Subject to the terms, limits, conditions and exclusions of this Section and the Policy)**

#### 1. Indemnity to Other Parties

If the Insured so request the Insurer will indemnify the following parties

- a any officer or committee member or other member of the Insured’s canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity
- b any partner, director or Employee of the Insured against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured as though each party was individually named as the Insured in this Section
- c any principal for whom the Insured have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the Insured

Provided that

- i each such party shall observe, fulfil and be subject to the terms and conditions of this Section in so far as they can apply
- ii the Insurer’s liability to the Insured and all parties indemnified shall not exceed in total the Limit of Indemnity.

## 2. Health and Safety at Work – Legal Defence Costs

The Insurer will indemnify the Insured and if the Insured so request any partner, director or Employee of the Insured in the terms of this Section in respect of

- a costs and expenses incurred with the Insurer's written consent
- b costs and expenses of the prosecution awarded against any such party and in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance in connection with the Business

Provided that

- i the proceedings relate to the health, safety or welfare of any Employee
- ii the Insurer shall have the conduct and control of all the said proceedings and appeals

the Insurer will not pay for

- a fines or penalties of any kind
- b proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- c costs or expenses insured by any other policy.

## 3. Unsatisfied Court Judgements

If a judgement for compensation or costs in respect of Injury sustained by any Employee arising out of and in the course of employment or engagement by the Insured in connection with the Business and caused within the Territorial Limits during the Period of Insurance

- a is obtained by such Employee in any court situate within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands against any person or corporate body domiciled or operating from premises within such territories and
- b remains wholly or partly unsatisfied 6 months after the date of such judgement the Insurer will if the Insured so request pay to the said Employee the amount of any such compensation and costs to the extent that they remain unsatisfied

Provided that

- i there is no appeal outstanding
- ii the Employee shall have assigned the judgement to the Insurer
- iii this Section was shown in the Schedule at the time of the Injury.

## 4. Court Attendance Compensation

If during the Period of Insurance any partner, director or Employee of the Insured is required to attend court as a witness at the request of the Insurer in connection with a claim which is the subject of indemnity under this Section the Insurer will pay compensation to the Insured on the following scale for each day that attendance is required

- a any director or partner £750
- a any Employee £250

## 5. Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs

The Insurer will indemnify the Insured in respect of

- a legal costs and expenses incurred with the prior written consent of the Insurer and
- b costs of the prosecution awarded against the Insured

in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury sustained and caused during the Period of Insurance in the course of the Business and which may be subject to indemnity under this Section

Provided that the Insurer agrees details of the specific solicitor or counsel who are to act on behalf of the Insured prior to their appointment.

The Insurer will not pay for

- i any fines or penalties imposed on the Insured or the cost of implementing any remedial order or

- publicity order
- ii legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the Insured at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
- iii costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv costs and expenses in connection with the defence of any criminal proceedings brought in any country other than Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- v costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the Insured or any partner or director of the Insured or any Employee.

## Section Conditions

**The Policy Conditions apply to this Section with the exception of Policy Conditions 12, 14–20 and 24.**

In addition the following Conditions apply to this Section:

### 1. Compulsory Insurance Legislation

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands but the Insured shall repay to the Insurer all sums paid by the Insurer which the Insurer would not have been liable to pay but for the provisions of such law.

### 2 Certificate of Employers' Liability

If this Policy or Section is cancelled any certificate of Employers' Liability insurance issued hereunder is similarly cancelled from the same date.

## Section Exclusions

**Policy Exclusion 3 applies to this Section and in addition it does not cover:**

### 1. Mechanically Propelled Vehicles

liability in respect of Injury to any Employee arising out of the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security.

### 2. Offshore Installations

liability in respect of Injury to any Employee who is working on visiting or travelling to or from Offshore Installations.

# Section 4 – Buildings

## Definitions

### Premises

The Buildings at the address or addresses shown in the Schedule, including their grounds, all within the boundaries for which the Insured are responsible and being, unless more specifically described in the Schedule, occupied solely by the Insured for the purpose of the Business.

## Cover

The Insurer will pay the Insured for Damage to Property Insured at the Premises caused by any of the Events operative under this Policy and not otherwise excluded occurring during the Period of Insurance.

## Events

1. **Fire**, excluding Damage caused
  - a by explosion resulting from fire
  - b by earthquake or subterranean fire
  - c by its own spontaneous fermentation or heating, or its undergoing any heating process or any process involving the application of heat
  - d to any particular piece of electrical apparatus or fitting which has caused a fire due to self ignition, over running, excessive pressure, short circuiting, self heating or leakage of electricity

### Lightning

#### Explosion

- a of boilers
- b of gas

used for domestic purposes only, but excluding any Damage caused by earthquake or subterranean fire.

2. **Explosion**, excluding Damage
  - a caused by or consisting of the bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus belonging to the Insured or under the control of the Insured, in which internal pressure is due to steam only
  - b in respect of and originating in any vessel,

machinery or apparatus or its contents, belonging to the Insured or under the control of the Insured, which requires to be examined to comply with any statutory regulations, unless there is in force a policy of insurance or other contract providing the required inspection service

3. **Aircraft** or other aerial devices or articles dropped from them
4. **Riot, Civil Commotion, Strikers, Locked Out Workers, Persons Taking Part in Labour Disturbances or Malicious Persons** excluding
  - a Damage arising from nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
  - b Damage arising from cessation of work
  - c Damage
    - i by theft or attempted theft
    - ii in respect of any Building(s) which is/are Unoccupied

directly caused by malicious persons not acting on behalf of or in connection with any political organisation, but the Insurer will pay for such Damage caused by fire or explosion.

5. **Earthquake**
6. **Subterranean Fire**
7. **Storm, Tempest or Flood**, excluding
  - a Damage attributable solely to change in the water table level
  - b Damage by frost, subsidence, ground heave or landslip
  - c Damage in respect of fences, gates or moveable Property in the Open
  - d Damage to open-fronted or open-sided Buildings or to Property contained therein.
8. **Escape of Water from any Tank, Apparatus or**



**Pipe**, excluding

- a Damage by water discharged or leaking from any automatic sprinkler installation
- b Damage in respect of any Building which is/ are Unoccupied.

**9. Impact** by any road vehicle or animal

**10. Sprinkler Leakage**

Accidental escape of water from any automatic sprinkler installation in the Premises not caused by:

- a freezing whilst the Building in so far as it is in the Insured's ownership or tenancy is Unoccupied
- b explosion, earthquake, subterranean fire or heat caused by fire

**11. Theft or Attempted Theft** involving forcible and violent entry to or exit from the Buildings or hold-up by violence or threat of violence to the Insured or any partner, director, employee of the Insured or members of their families or any other person who has a legal right to be on the Premises excluding Damage:

- a expedited or in any way brought about by the Insured or any partner, director or employee of the Insured or any other person who has a legal right to be on the Premises
- b to Money, deeds, securities, jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books unless such property is specifically described in the Schedule
- c to Property in the Open or in open sided or fronted buildings or in buildings not on permanent foundations unless such buildings are specifically described in the Schedule

**12. Subsidence, Ground Heave or Landslip** of any part of the Premises on which the Property Insured stands excluding Damage caused by:

- a collapse, cracking, shrinkage, expansion or settlement of Buildings or any part thereof
- b coastal or river erosion
- c defective design or workmanship or the use

of defective materials including inadequate construction of foundations

- d settlement or movement of made up ground
- e the normal settlement or bedding down of new structures
- f Damage to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of the Buildings are Damaged at the same time and from the same cause
- g Damage to yards, car parks, roads, pavements, landlords fixtures and fittings, security lighting and cameras, walls, gates, fences, fixed fuel oil tanks and fixed diesel tanks, piping, ducting, cables, wires and associated control gears and accessories, paved areas or footpaths unless the Building insured by this Section is Damaged by the same cause at the same time
- h which originates prior to the inception of this cover
- i demolition, construction, structural alteration or repair to any Buildings or groundworks or excavation at the same Premises
- j Events 1, 2, 5, 6 or 8

**Special Condition**

The Insured shall notify the Insurer immediately they become aware of any demolition, groundworks, excavation or construction being carried out on the same or any adjoining site. The Insurer shall then have the right to vary the terms or cancel cover in respect of subsidence, ground heave or landslip.

**13. Accidental Damage**, excluding

- a Damage caused by, or consisting of, or arising from, or attributable to
  - i any of the Events
  - ii any of the exclusions to the Events

specified in Events 1–12 and 14, whether Events 1–12 and 14 are insured or not

- b Damage caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials but this shall

- not exclude Damage which itself results from a cause not otherwise excluded
- c** Damage caused by or consisting of faulty or defective workmanship, operational error or omission by the Insured or any employee of the Insured but this shall not exclude
    - i** such Damage not otherwise excluded which itself results from an insured Event
    - ii** subsequent Damage which itself results from a cause not otherwise excluded
  - d** Acts of fraud or dishonesty by any partner, director or employee of the Insured but this shall not exclude such Damage not otherwise excluded which itself results from Events 1–12 and 14
  - e** Damage caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects, change in temperature, colour, flavour, texture or finish but this shall not exclude
    - i** such Damage not otherwise excluded which itself results from Events 1 to 12 and 14
    - ii** subsequent Damage which itself results from a cause not otherwise excluded
  - f** Damage consisting of
    - i** joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super-heaters, pressure vessels or any range of steam and feed piping connected to them
    - ii** mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude such Damage which itself results from other Damage and is not otherwise excluded, or subsequent Damage which itself results from a cause not otherwise excluded
  - g** Damage caused by disappearance, unexplained or inventory shortage or the misfiling or misplacing of information
  - h** Damage caused by normal settlement or bedding down of new structures
  - i** Damage to any Building or structure caused by its own collapse or cracking, but this shall not exclude such Damage resulting from other Damage in so far as it is not otherwise excluded
  - j** Damage in respect of fences, gates and moveable Property in the Open caused by wind, rain, hail, sleet, snow or dust
  - k** Damage to any Property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair
  - l** Damage in respect of
    - i** jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books
    - ii** property in transit
    - iii** glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects
    - iv** Money, bonds or securities of any description but this shall not exclude other Damage in so far as it is not otherwise excluded
  - m** Damage to
    - i** vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
    - ii** property or structures in course of construction or erection and materials or supplies in connection with all such property or structures
    - iii** land, roads, pavements, piers, jetties, bridges, culverts or excavations
    - iv** livestock, growing crops or trees but this shall not exclude such Property specifically described in the Schedule
  - n** theft or attempted theft
- 14. Escape of Oil from any fixed heating installation** excluding
- a** Damage in respect of any Building or Property Insured in any Building which is Unoccupied

- b Damage unless caused by a sudden identifiable unintended and unexpected incident which has taken place in its entirety at a specific time and place during the Period of Insurance
- c the value of the oil lost

## Basis of Settlement

- 1 The Insurer will pay the Insured the value of the Property Insured at the time of its Damage, or at the Insurer's option will reinstate or replace such Property or any part of such Property.
- 2 The most the Insurer will pay for any one claim is the Total Sum Insured, or for each item its individual Sum Insured, or any other limit of liability in this Section whichever is the less at the time of Damage.
- 3 Any Excess will be deducted from the amount payable after the application of all terms and conditions of this Section and the Policy. The Excess applies to each separate Premises.

## Automatic Reinstatement

In the absence of written notice by the Insured or the Insurer to the contrary, in consideration of Sums Insured or limits of liability not being reduced by the amount of any claim from the date of the Damage, the Insured will pay the appropriate additional premium due for the period from the date of Damage to expiry of the Period of Insurance, but this shall not apply in respect of theft or attempted theft.

## Basis of Settlement Adjustments

Subject to the terms, conditions, exclusions and limits of this Section, in calculating the most the Insurer will pay for any one claim, adjustments shall be made in accordance with the following clauses.

1. **Reinstatement (Day One Basis)**
  - a Subject to the Special Conditions set out below, the basis on which the amount payable for Buildings is to be calculated will be the reinstatement of the Property Damaged.

For this purpose "reinstatement" means

- i the rebuilding or replacement of Property Damaged which, provided the Insurer's liability is not increased, may be carried out
  - a in any manner suitable to the requirements of the Insured
  - b on another site
- ii the repair or restoration of Property Damage

in either case to a condition equivalent to, or substantially the same as, but no better or more extensive than its condition when new.

- b The Declared Value (the Sum Insured on the Schedule), having been stated in writing by the Insured, has been used to calculate the premium.

"Declared Value" means the assessment by the Insured of the cost of reinstatement of Property Insured arrived at in accordance with paragraph 1ai of the Basis of Settlement Adjustments at the level of costs applying at inception of the Period of Insurance (ignoring inflationary factors which may subsequently operate), together with, to the extent that cover provides, due allowance for

- i any additional cost of reinstatement to comply with Public Authorities regulations, bye-laws or stipulations
- ii professional fees
- iii removal of debris costs

## Reinstatement (Day One Basis) Special Conditions

- 1 At the inception of each Period of Insurance, the Insured shall notify the Insurer of the Declared Value of Property Insured. In the absence of such declaration the last amount declared by the Insured will be taken as the Declared Value for the new Period of Insurance, appropriately adjusted for Index Linking where applicable.

For the purposes of this Condition, Index Linking shall be calculated in the following manner.

Sums Insured and/or Declared Values will be adjusted to take into account movements in the appropriate index and renewal premiums will be based on the adjusted Sums Insured and/or Declared Values.

For Buildings, the General Building Cost Index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors (or some other suitable index the Insurer decides upon) will be used.

These changes will continue to be applied between the date of any Damage and the date when replacement or repair has been completed.

- 2 The Insurer's liability for the repair or restoration of Property Damaged in part only, shall not exceed the amount which would have been payable if such Property had been wholly destroyed.
- 3 No payment beyond the amount the Insurer would have paid in the absence of this clause will be made
  - a unless reinstatement commences and proceeds without unreasonable delay
  - b until the cost of reinstatement has actually been incurred
  - c where Property Insured at the time of Damage is covered by any other insurance effected by the Insured, or on behalf of the Insured, which is not on the same basis of reinstatement.
- 4 All the terms and conditions of this Section and the Policy shall apply
  - a to any claim payable under the provisions of this clause, other than where they are expressly varied by the terms of this clause
  - b where claims are payable as if this clause had not been incorporated, except that Sums Insured will be limited to Declared Values.

**2. This clause is left intentionally blank**

**3. This clause is left intentionally blank**

#### **4. Public Authorities**

Subject to the Public Authorities Special Conditions set out below, cover for Buildings includes an amount in respect of any additional cost of reinstatement which is incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament, with bye-laws of any public authority or to comply with the stipulations of European Union legislation, in consequence of Damage, excluding

- 1 the cost incurred in complying with such regulations, bye-laws or stipulations
  - a in respect of Damage occurring prior to the granting of this cover
  - b in respect of Damage not insured by this Section
  - c under which notice has been served upon the Insured before the date of the Damage d in respect of undamaged Property or undamaged portions of Property, other than foundations (unless specifically excluded) of that portion of the Property Damaged
- 2 the additional cost that would have been required to make good the Property Damaged to a condition equal to its condition when new, had the necessity to comply with such regulations, bye-laws or stipulations not arisen
- 3 the amount of any charge or assessment arising out of capital appreciation, which may be payable in respect of the Property, by reason of compliance with any such regulations, bye-laws or stipulations.

#### **Public Authorities Special Conditions**

- 1 The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the Damage, or within such further time as the Insurer may allow, and may be carried out upon another site (if such regulations, bye-laws or stipulations so necessitate), subject to there being no resulting increase in the liability of the Insurer.
- 2 If the liability of the Insurer is reduced by the application of any of the terms and conditions of this Section or the Policy (other than as a result of this clause), the liability of the Insurer under this clause will be reduced in proportion.

- 3** The liability of the Insurer shall not exceed in respect of any one claim
- a** in respect of undamaged portions of property (other than foundations) 15% of the total amount the Insurer would have been liable to pay to reinstate the property if the Property Insured by the item at the Premises where Damage occurred had been wholly destroyed
  - b** in respect of the property suffering Damage the Sum Insured applicable to each separate premises
- 4** All the terms and conditions of this Section and the Policy shall apply to any claim payable under the provisions of this clause, other than where they are expressly varied by the terms of this clause.

#### **5. Services**

Cover includes telephone, gas, water and electric instruments, meters, piping, cabling and their accessories, including similar property in adjoining yards or roadways or underground, all pertaining to Buildings insured by this Section, being the property of the Insured or for which the Insured are responsible.

#### **6. Alterations and Additions**

To the extent that they are not otherwise insured, Buildings items include

- a** alterations, additions and improvements (but not appreciation in value in excess of Sums Insured) to Buildings, machinery and plant
- b** any newly acquired or newly erected Buildings, machinery or plant

within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, for no more than 10% of the Sum Insured for each item covered, or £500,000 in total, whichever is the less, at any one Premises or at any one newly acquired address elsewhere than at the Premises, provided that the Insured shall give details of such alterations and additions to the Insurer within 90 days of the commencement date of the Insured's responsibility, effect specific cover retrospective to such date and pay the appropriate additional premium.

#### **7. Professional Fees**

Sums insured and/or Declared Values for Buildings include an amount in respect of architects', surveyors', legal and consulting engineers' fees, other than where an item covering such fees is specifically described in the Schedule.

Cover applies only to those fees necessarily and reasonably incurred in consequence of Damage, in the reinstatement or repair of Property Insured.

#### **8. Removal of Debris Costs**

Sums insured and/or Declared Values for Buildings include an amount in respect of removal of debris costs, other than where an item covering such costs is specifically described in the Schedule.

Cover applies only to those costs necessarily and reasonably incurred in consequence of Damage, in

- a** removing debris
- b** dismantling and demolishing
- c** shoring up or propping
- d** clearing, cleaning and/or repairing drains, gutters and sewers for which the Insured are responsible.

The Insurer will not pay for any costs or expenses

- a** incurred in removing debris other than from the site of such Property Damage and the area immediately adjacent to such site
- b** arising from pollution or contamination of Property not insured by this Section.

#### **9. Public Relations Expenses**

The Insurer will pay reasonable costs incurred by the Insured if as a result of Damage to Buildings by an insured Event the Insured needs to employ suitable public relations personnel to deal with press and public announcements or other necessary activities but not exceeding £25,000 any one occurrence.

### 10. Freeholders, Lessors and Mortgagees

- a** The Insurer agrees that the interest of any Freeholder, Lessee, Under Lessee and/or Mortgagee in respect of Buildings insured by this Section and which attached before the happening of any Damage shall be automatically noted in this insurance if requested by the Insured, but only to the extent that such interest is not otherwise insured and subject to their identity being disclosed in writing to the Insurer by the Insured in the event of Damage
- b** This insurance shall not be invalidated by any increase in the risk of Damage resulting from an alteration or act or omission which occurs without the authority or knowledge of any Freeholder and/ or Lessor and/or Mortgagee, but this shall only protect the interest of such Freeholder, Lessor or Mortgagee and shall only apply if the Insurer is notified immediately on the party becoming aware of the increased risk and the payment of any reasonable additional premium is made.

### 11. Contractors Interest

When the Insured is required by the terms or conditions of any contract to cover Buildings in the joint names of the Insured and of any contractor or sub-contractor named in such contract, the Insurer agrees to note such joint interests provided that the Insured shall notify the Insurer of details of any single contract valued at £100,000 or more in advance of commencement of the work, and pay any additional premium the Insurer may require.

### 12. Fly Tipping

Cover includes costs reasonably incurred by the Insured for clearing and removing any property illegally deposited in or around the Premises up to an amount of £500 any one claim. The Insurer shall not be liable for the first £50 of each and every claim.

### 13. Rent

Where an item covering rent is specifically described in the Schedule, cover applies only if the

Building in respect of which rent is payable by or to the Insured, or any part of it, is unfit for occupation in consequence of Damage. The Insurer will not pay for more than the proportion of the Sum Insured on rent that the period necessary for reinstatement bears to the term of rent covered.

### 14. Dismantling and Re-erection Costs

Cover includes the cost of dismantling, re-erection, fitting and fixing following Damage.

### 15. Fixed Glass and Neon/Illuminated Signs

Cover extends to include Damage to fixed glass, glass shelves, showcases and counter cases, mirrors and neon/illuminated signs.

Following Damage to fixed glass or neon/illuminated signs the Insurer will pay the cost of

- a** any necessary boarding up or temporary glazing pending full replacement
- b** replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass
- c** Damage to General contents caused by broken glass
- d** Removing and re-fixing window fittings and other obstacles to replacing broken glass

The Insurer will not pay for Damage

- 1** in respect of neon and illuminated signs
  - i** arising from adjustment, repair, dismantling or erection of any part of the sign, or whilst such sign is removed from its normal working position
  - ii** arising from mechanical breakdown of the sign or any part of the sign
  - iii** to any part of the sign by its own ignition electrical breakdown or burn out
  - iv** to tubes unless the glass is fractured
- 2** existing prior to the inception of this Section

### 16. Fire Extinguishers, Sprinklers and Security Equipment

The Insurer will pay the reasonable costs incurred by the Insured in

- a re-filling, recharging or replacing any fire extinguishers, local or fixed fire suppression or gas flooding systems, sprinkler installations and sprinkler heads
- b having any fire and/or intruder alarms and closed circuit television equipment re-set in consequence of Damage, provided that
  - i the Insured maintain all such equipment under contract and in accordance with the manufacturer's instructions with a maintenance company acceptable to the Insurer
  - ii the Insurer shall not be liable in respect of any costs and expenses recoverable from the maintenance company or from the fire service
  - iii the liability of the Insurer in respect of any one claim shall not exceed £25,000.

#### 17. Metered Utilities

Cover includes additional water, gas, electricity, oil or other metered supply charges incurred by the Insured up to an amount of £25,000 any one Period of Insurance, in consequence of Damage, but the Insurer will not pay for such charges incurred in respect of any Building which is Unoccupied.

The basis on which the amount payable is to be calculated will be the amount of the suppliers' charges for the period during which Damage occurs, less the charge paid by the Insured for the corresponding period in the preceding year, adjusted for charges in the suppliers' charges and for variations affecting consumption of the Insured during the intervening period.

#### 18. Trace and Access

In the event of Damage in consequence of escape of water or fuel oil from any tank, apparatus or pipe, the Insurer will pay costs necessarily and reasonably incurred by the Insured in locating the source of such Damage, and in the subsequent making good of Damage caused as a consequence of locating such source, up to an amount of £25,000 any one claim.

#### 19. Seventy Two Hours Clause

Damage occurring within 72 consecutive hours of and arising from Event 7 (Storm, Tempest or Flood) is deemed to be one claim.

The Insured have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this Section, provided that such Damage occurred prior to expiry of the Period of Insurance.

#### 20. Interested Parties

- The Insurer agrees
- a that without prejudice to rights and liabilities of the Insured or the Insurer, if at the time of Damage the Insured have contracted to sell their interest in any Building covered, and the purchase has not been but shall afterwards be completed, the purchasers on completion of the purchase shall be entitled to benefit under this Section until completion, except in so far as such Building is more specifically insured by or on behalf of the purchaser
  - b to note the interest of any party notifying their interest in any of the Property Insured in writing, the nature and extent of such interest to be disclosed in the event of Damage.

#### 21. Contract Works

Cover for Buildings includes any permanent or temporary works undertaken in performance of any contract, including all unfixed materials and goods delivered to or placed on or adjacent to the Premises and intended for incorporation in such Contract Works, all for which the Insured are responsible under the terms of the contract up to an amount of £100,000 any one contract.

#### 22. Landscaped Grounds

Cover includes costs incurred by the Insured in consequence of Damage to Property Insured at the Premises, up to an amount of £10,000 any one claim, in restoring landscape grounds to their original appearance when first laid out and planted, but the Insurer will not pay for costs arising due to the failure of trees, shrubs, plants or turf to germinate or become established.

### 23. Locks and Keys

The Insurer will pay the cost of replacing keys, locks or lock mechanisms necessary to maintain the security of the Premises following theft of keys by force or violence from within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands from any director, partner or employee of the Insured authorised to hold such keys, up to an amount of £5,000 for any one claim.

### 24. Damage to the Premises

In the event that Buildings at the Premises are not covered by this Section of the Policy, the Insurer will pay costs for which the Insured are responsible, necessarily and reasonably incurred by the Insured to repair Damage to the Premises in consequence of theft or attempted theft (as insured by this Section).

The Insurer will also pay the cost of any temporary boarding-up or making good necessary to keep the Premises secure.

### 25. Unauthorised Use of Supplies

Cover includes water, gas, electricity, oil or other metered supply charges incurred by the Insured and for which the Insured are legally responsible, due to unauthorised use by persons taking possession of, keeping possession of or occupying any Premises without the written consent of the Insured, providing that

- a the Insured shall take all practicable steps to terminate such unauthorised use as soon as it is discovered
- b the Insured has advised the Insurer of such unauthorised use immediately on becoming aware of it
- c Policy Condition 17 Unoccupied Buildings has been complied with by the Insured
- d the liability of the Insurer shall not exceed £10,000 in respect of any one claim and any one Period of Insurance

### 26. Theft Damage to Buildings

Cover includes Damage to Building(s) insured under this Section caused by theft or attempted theft excluding

- a Damage
  - i to any Unoccupied Building
  - ii expedited or in any way brought about by the Insured or any partner, director or employee of the Insured or any other person who has a legal right to be on the Premises, unless such theft or attempted theft involved the threat of or assault or violence to the Insured or any partner, director or employee of the Insured or any other person who has a legal right to be on the Premises
  - iii Property which is more specifically or otherwise insured
- b the first £1,000 of each and every claim
- c any amount exceeding £25,000

Cover also includes the cost of any temporary boarding-up and making good in consequence of such Damage necessary to keep the Premises secure.

Exclusion n of Event 13 of this Section does not apply to this Basis of Settlement Adjustment.

### 27. External Blinds, Canopies and Signs

Cover includes external blinds, canopies and non-illuminated signs for which the Insured is responsible up to £1,000.

### 28. Inadvertent Omission to Insure

The Insured having notified the Insurer of their intention to insure all property which they own or for which they are responsible situate within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, with the Insurer (unless otherwise agreed in writing by the Insurer) from the inception date of this Section of the Policy and it being the Insured's belief that all such property is insured, then the Insurer agrees to extend cover under this Section so that if subsequently any such property is found to have inadvertently been left uninsured by the Insured during the Period of Insurance then the Insurer will deem such property to be insured by this Section, provided that:



- a the maximum liability of the Insurer for any one claim in respect of Building in total shall not exceed £100,000 any one premises
- b the Insured carry out at not less than 12 monthly intervals a check to ensure that effective insurance is in force for all property owned or leased by the Insured or for which the Insured are responsible
- c the Insured shall give details in writing immediately an omission is discovered and within 7 days of the date of discovery shall provide the Insurer with the sums insured to apply for any such property, and effect specific cover retrospective to such date, and pay the appropriate additional premium
- d in respect of any buildings purchased for refurbishment or redevelopment the Basis of Settlement upon which the amount payable shall be calculated shall be the value of the Property Insured at the time of the Damage, less an appropriate deduction for wear and tear and prior depreciation, and in respect of any buildings due for demolition the Basis of Settlement shall be limited to the costs associated with clearing and securing the buildings
- e this Basis of Settlement Adjustment shall not apply in addition to any cover provided under the Alterations and Additions Basis of Settlement Adjustment or in respect of any appreciation in value.

## Section Exclusions

**The Policy Exclusions apply to this Section and in addition the Insurer will not pay for:**

1. Property which at the time of Damage is insured by or would but for the existence of this Section be insured by any marine policy or policies, but the Insurer will pay for any excess beyond the amount which would have been payable under such marine policy or policies had this Section not been effected.
2. any Property more specifically insured by or on behalf of the Insured.
3. Damage to paintings, prints and works of art
4. consequential loss or Damage of any kind or description.
5. the Excess.

## Section Conditions

**The Policy Conditions apply to this Section and in addition the following:**

### 1. Alteration

Unless the Insurer agrees in writing, cover under this Section shall automatically cease in respect of any of the Property Insured

- a which is disposed of or removed
- b which consists of or is situated in any Building or parts of Building described in the Schedule as occupied becoming Unoccupied, or as Unoccupied becoming occupied
- c in which the interest of the Insured ceases other than by will or operation of law, during the Period of Insurance.

### 2. Reinstatement

If any Property is to be reinstated or replaced by the Insurer, the Insured shall at their own expense provide all plans, documents, books and information as may reasonably be required. The Insurer shall not be bound to reinstate exactly, but only as circumstances permit and in a reasonably sufficient manner.

# Section 5 – Property Owners Liability

## Definitions

<b>Act of Terrorism</b>	Any act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.
<b>Asbestos</b>	Asbestos or fibres or particles of asbestos or any material containing asbestos.
<b>Business</b>	The Business specified in the Schedule conducted solely from Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and including <ul style="list-style-type: none"> <li><b>a</b> the ownership, maintenance and repair of premises used in connection therewith</li> <li><b>b</b> the provision and management of canteen, social, sports or welfare organisations for the benefit of Employees and the ambulance, first aid, fire, medical and security services of the Insured</li> <li><b>c</b> the execution of private duties by Employees for any partner, director or senior official of the Insured.</li> </ul>
<b>Employee</b>	<ul style="list-style-type: none"> <li><b>a</b> any person under a contract of service or apprenticeship with the Insured</li> <li><b>b</b> any of the following persons whilst working for the Insured in connection with the Business <ul style="list-style-type: none"> <li><b>i</b> any labour master or labour only subcontractor or person supplied by them</li> <li><b>ii</b> any self-employed person providing labour only</li> <li><b>iii</b> any trainee or person undergoing work experience</li> <li><b>iv</b> any voluntary helper</li> <li><b>v</b> any person who is borrowed by or hired to the Insured</li> <li><b>vi</b> any home worker or outworker</li> <li><b>vii</b> any person working under the Community Offenders Act 1978, the Community Service by Offenders (Scotland) Act 1978 or similar legislation</li> <li><b>viii</b> any prospective employee being assessed by the Insured as to their suitability for employment</li> <li><b>ix</b> any person a court of law in the United Kingdom deems to be an employee.</li> </ul> </li> </ul>
<b>Injury</b>	<ul style="list-style-type: none"> <li><b>a</b> bodily injury, death, disease, illness, mental injury or nervous shock</li> <li><b>b</b> invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person.</li> </ul>
<b>Offshore Installations</b>	<ul style="list-style-type: none"> <li><b>a</b> Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation</li> <li><b>b</b> any installation in the sea or tidal waters which is intended for the storage or recovery of gas</li> <li><b>c</b> any pipe or system of pipes in the sea or tidal waters</li> <li><b>d</b> any installation which is intended to provide accommodation for persons who work on or from the locations specified in part a, b or c of this Definition.</li> </ul>
<b>Pollution or Contamination</b>	<ul style="list-style-type: none"> <li><b>a</b> all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and b all Injury or Damage directly or indirectly caused by such pollution or contamination.</li> </ul> <p>All Pollution or Contamination, which arises out of or in connection with one incident, shall be deemed to have occurred at the time such incident takes place.</p>

<b>Products</b>	Permanent alterations Any goods or other property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by the Insured in connection with the Business and not in the charge or control of the Insured. or additions made to the Building/ Buildings by either the landlord or tenant which are not moveable, including interior decorations.
<b>Territorial Limits</b>	<ul style="list-style-type: none"> <li><b>a</b> Great Britain, Northern Ireland, the Isle of Man and the Channel Islands</li> <li><b>b</b> any member country of the European Union</li> <li><b>c</b> elsewhere in the world in respect of Injury or Damage caused by or arising from <ul style="list-style-type: none"> <li><b>i</b> non-manual activities of any partner, director or Employee of the Insured normally resident within the territories specified in Definition Territorial Limits a above and occurring during any journey or temporary visit</li> <li><b>ii</b> Products.</li> </ul> </li> </ul>

## Cover

The Insurer will indemnify the Insured against legal liability to pay compensation and claimants' costs and expenses in respect of accidental

- a** Injury to any person
- b** Damage to material property
- c** nuisance, trespass, obstruction or interference with any right of way, light, air or water

occurring within the Territorial Limits during the Period of Insurance in connection with the Business.

## Costs and Expenses

The Insurer will also pay costs and expenses incurred by the Insurer or with the written consent of the Insurer

- a** in connection with the defence of any claim
- b** for representation of the Insured
  - i** at any coroner's inquest or fatal accident inquiry in respect of death
  - ii** at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury or loss or damage

which may be the subject of indemnity under this Section.

## Limit of Indemnity

- a** The Insurer's liability for all compensation payable in respect of
  - i** any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

- ii** all Injury, loss or damage sustained by all claimants occurring during any one Period of Insurance and caused by and arising from Products
- iii** all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed the Limit of Indemnity.
- b** In respect of all claims against the Insured made within the legal jurisdiction of the United States of America or Canada or any dependency or trust territory the Limit of Indemnity shall be inclusive of the amount of all
  - i** claimants' costs and expenses
  - ii** costs and expenses incurred by the Insurer or with the written consent of the Insurer in connection with the defence of such claims.

Provided that

- a** in respect of an Act of Terrorism the Limit of Indemnity shall not exceed the Limit of Indemnity stated in the Schedule or £5,000,000 (whichever is the lesser). If the Insurer alleges that by reason of this limitation any loss, damage, cost or expense is not covered the burden of proving the contrary shall be upon the Insured
- b** in respect of the indemnity provided under this Section for Extension 12 – Corporate Manslaughter and Corporate Homicide Act 2007– Legal Defence Costs
  - i** the liability of the Insurer shall not exceed £5,000,000 or the Limit of Indemnity (whichever is lesser) in any one Period of Insurance
  - ii** all amounts payable will form part of and not be in addition to the Limit of Indemnity

- iii where the Insurer has already indemnified the Insured in respect of legal costs or expenses incurred in connection with the defence of criminal proceedings (including appeals against conviction arising from such proceedings) arising out of the same cause or occurrence which gave rise to said proceedings under another Section of the Policy the amount paid under that Section shall contribute to the maximum amount payable under this Section.

## Extensions

**(Subject to the terms, limits, conditions and exclusions of this Section and the Policy)**

### 1. Indemnity to Other Parties

If the Insured so request the Insurer will indemnify the following parties

- a any officer or committee member or other member of the Insured's canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity
- b any partner, director or Employee of the Insured against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured as though each party were individually named as the Insured in this Section
- c any principal for whom the Insured have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the Insured.

Provided that

- i each such party shall observe, fulfil and be subject to the terms and conditions of this Section in so far as they can apply
- ii the Insurer's liability to the Insured and all parties indemnified shall not exceed in total the Limit of Indemnity specified in the Schedule.

### 2. Joint Insured – Cross Liabilities

If more than one party is named as the Insured this Section shall apply as though each were insured separately provided that the Insurer's liability to all

parties indemnified shall not exceed in total the Limit of Indemnity shown in the Schedule.

### 3. Overseas Personal Liability

The Business is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner, director or Employee of the Insured or family member of such partner, director or Employee normally resident within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands in the course of any journey or temporary visit to any other country made in connection with the Business.

### 4. Motor Contingent Liability

The Insurer will indemnify the Insured in the terms of this Section against liability arising out of the use in connection with the Business of any vehicle not owned, provided or being driven by the Insured but this Section does not cover liability

- a in respect of damage to such vehicle
- b arising out of any such use in any country outside the European Union
- c incurred by any party other than the Insured
- d incurred by any party identified in Extension 1 – Indemnity to Other Parties other than an Employee.

For the purpose of this Extension Exclusion 1 – Injury to Employees does not apply.

### 5. Health and Safety at Work – Legal Defence Costs

The Insurer will indemnify the Insured and if the Insured so request any partner, director or Employee of the Insured in the terms of this Section in respect of

- a costs and expenses incurred with the Insurer's written consent
- b costs and expenses of the prosecution awarded against any such party

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance in connection with the Business.

Provided that

- i the proceedings relate to the health, safety or welfare of any person other than an Employee
- ii the Insurer shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

- a fines or penalties of any kind
- b proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- c costs or expenses insured by any other insurance.

## 6. Data Protection Act

The Insurer will indemnify the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability to pay compensation and claimants' costs and expenses in respect of distress under Section 168 of the Data Protection Act 2018 occurring as a result of a contravention of General Data Protection Regulation (GDPR) committed during the Period of Insurance within the United Kingdom and arising in connection with the Business provided that the Insured is registered with the Information Commissioner's Office.

The Insurer will not pay for:

- A any distress caused by any deliberate act or omission by the Insured the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
- B the payment of fines or penalties
- C any distress caused by a Cyber Event
- D the costs and expenses of replacing reinstating rectifying or erasing blocking or destroying any Data
- E any distress caused by any act of fraud or dishonesty by the Insured
- F any legal liability arising from the recording, processing or provision of Data for reward or to determine the financial status of any person.

For the purposes of this Extension:

Data includes but is not limited to Personal Data, facts, concepts and information, software or other coded

instructions in a formalised manner useable for communications, interpretation or processing.

Personal Data means any information relating to an identified or Identifiable Natural Person.

An Identifiable Natural Person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.  
Cyber Event means:

- a any unauthorised Processing of Data by the Insured
- b any breach of laws and infringement of regulations pertaining to the maintenance or protection of Data
- c any Network Security Failure in the Insured's Sphere.

Processing means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Insured's Sphere means any system or device leased, owned, operated, or lost by or which is made available or accessible to the Insured for purpose of Processing Data

Network Security Failure means any non-physical and technological failure of computer system security or other technological security measures leading to unauthorised access and/or theft of Data, loss of operational control of Data, transmission of virus or malicious code and/or denial of service.

The liability of the Insurer under this Extension shall not exceed £100,000 in the aggregate during the Period of Insurance inclusive of the amount of all claimants' costs and expenses and all costs and expenses incurred by the Insurer or with the written consent of the Insurer in connection with the defence of any claim.

## 7. Defective Premises Act 1972

The Insurer will indemnify the Insured in the terms of this Section against liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises or land disposed of by the Insured.

Provided that this Extension does not cover

- a the costs of rectifying any Damage or defect in the premises or land disposed of
- b liability for which the Insured is entitled to indemnity under any other insurance
- c liability arising out of the presence of Asbestos.

## 8. Consumer Protection and Food Safety Acts – Legal Defence Costs

The Insurer will indemnify the Insured and if the Insured so request any partner, director or Employee of the Insured in the terms of this Section in respect of legal costs and expenses incurred with the written consent of the Insurer in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under

- a Part 2 of the Consumer Protection Act 1987

or

- b Section(s) 7, 8, 14, and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed during the Period of Insurance in connection with the Business.

Provided that the Insurer shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

- a fines or penalties of any kind
- b proceedings or appeals in respect of any deliberate act or omission
- c costs or expenses insured by any other policy.

## 9. Court Attendance Compensation

If during the Period of Insurance any partner, director or Employee of the Insured is required to attend court as a witness at the request of the Insurer in connection with a claim which is the subject of indemnity under this Section the Insurer will pay compensation to the Insured on the following scale for each day that attendance is required:

- i any director or partner £750
- ii any Employee £250

## 10. Contractual Liability

In respect of liability assumed by the Insured by a contract or agreement entered into by the Insured and which would not have attached in the absence of such contract or agreement, the indemnity provided by this Section shall only apply if the sole conduct and control of any claim is vested in the Insurer.

Provided that the Insurer shall not in any event provide indemnity

- a under Section Exclusion 9.a (Products) except as stated therein
- b in respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.

## 11. Legionellosis Liability

Section Exclusion 4b (Pollution or Contamination) shall not apply to any discharge, release, or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like.

Provided that

- a the Insurer will only indemnify the Insured
  - i in respect of claims arising from Pollution or Contamination which arise out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like first made in writing to the Insured during the Period of Insurance

or

- ii if the first notification of a circumstance which has caused or is alleged to have caused Injury or Damage and can be reasonably expected to give rise to a claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like is notified to the Insurer during the Period of Insurance or within 30 days after expiry of the same Period of Insurance
- b the liability of the Insurer under this Extension for all compensation (including interest thereon) and claimants' costs and expenses payable shall not exceed £500,000 and for all claims arising from Pollution or Contamination shall not exceed the Limit of Indemnity as stated in the Schedule
- c this Extension shall not apply to any claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like if before the Period of Insurance the Insured had become aware of circumstances which have given or may give rise to such Pollution or Contamination.

## 12. Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs

The Insurer will indemnify the Insured in respect of

- a legal costs and expenses incurred with the prior written consent of the Insurer and
- b costs of the prosecution awarded against the Insured in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury sustained and

caused during the Period of Insurance in the course of the Business and which may be subject to indemnity under this Section.

Provided that the Insurer agrees details of the specific solicitor or counsel who are to act on behalf of the Insured prior to their appointment.

The Insurer will not pay for

- i any fines or penalties imposed on the Insured or the cost of implementing any remedial order or publicity order
- ii legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the Insured at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
- iii costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv costs and expenses in connection with the defence of any criminal proceedings brought in any country other than Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- v costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the Insured or any partner or director of the Insured or any Employee.

## Section Exclusions

**The Policy Exclusions 2, 3 and 11 apply to this Section and in addition the Insurer will not pay for:**

### 1. Injury to Employees

Liability in respect of Injury to any Employee arising out of and in the course of the employment or engagement of such person by the Insured.

### 2. Work on Offshore Installations

Liability in respect of Injury or loss or damage arising in connection with visiting, working on or travel to or from Offshore Installations.

### 3. Fines, penalties, liquidated, punitive, exemplary or aggravated damages Liability in respect of

- a fines, penalties or liquidated damages
- b punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.

### 4. Pollution or Contamination

Liability in respect of

- a Pollution or Contamination occurring in the United States of America or Canada or any dependency or trust territory
- b Pollution or Contamination occurring elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

### 5. Mechanically Propelled Vehicles

Liability arising out of the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply

- a while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
- b in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle

except where more specifically insured by any other policy.

### 6. Vessels or Craft

Liability arising out of the ownership, possession or use by or on behalf of the Insured of any

- a aircraft or other aerial device made or intended to travel through air or space
- b any water-borne vessel or craft other than
  - i those used for business entertainment purposes within inland waters
  - ii hand propelled or sailing watercraft whilst within inland waters and not exceeding 75 feet in length.

### 7. Property in the charge or control of the Insured

Liability in respect of loss or damage to any property belonging to or in the charge or control of the Insured other than

- a personal effects or vehicles of any partner, director or Employee of or visitor to the Insured
- b premises (and their contents) not belonging, leased, rented or hired to the Insured but temporarily in the charge of the Insured for the purpose of carrying out work
- c premises (including their fixtures and fittings) leased, rented or hired to the Insured but this Section does not cover liability attaching to the Insured solely under the terms of any tenancy or other agreement.

### 8. Damage to Goods Supplied

Liability in respect of

- a loss or damage to any goods or other property sold, supplied, delivered, installed or erected by or on behalf of the Insured b all costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of
  - i any such goods or property
  - ii any defective work executed by or on behalf of the Insured

except that 8a and 8bi above shall not apply to liability in respect of loss or damage to the said goods or property if such loss or damage is caused by or arises from

- 1 any alteration, repair or servicing work executed
- 2 any other goods or property sold, supplied, delivered, installed or erected

by the Insured under a separate contract.

### 9. Products

In respect of Injury, loss or damage caused by or arising from Products



- a any liability which attaches to the Insured solely under the terms of an agreement other than
  - i under any warranty of goods implied by law
  - ii under any indemnity clause in any agreement between the Insured and any independent carrier in respect of Injury, loss or damage caused by Products entrusted to such carrier for transit by road, rail or waterway
- b any Product installed or incorporated in any craft designed to travel in or through air or space and which to the Insured's knowledge was intended to be installed or incorporated in any such craft
- c any claim made against the Insured in any country outside the European Union in which the Insured occupy premises or are represented by any resident Employee or holder of the Insured's power of attorney.

#### 10. Advice and Design

Liability for Injury, loss or damage arising out of or in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee by or on behalf of the Insured other than where provided or performed in connection with any Product.

#### 11. Contract Works and J.CT. Clause 6.5.1

Liability in respect of loss or damage to any property

- a comprising or to be incorporated in the contract works in respect of any contract undertaken by the Insured
- b against which the Insured are required to effect insurance under the terms of Clause 6.5.1. of the J.CT. (R.I.BA) Conditions of Contract or of any other contract condition requiring insurance of a like kind.

#### 12. Manual Work

Liability arising from or as a consequence of any manual work carried out away from any premises belonging, leased, rented or hired to the Insured other than delivery or collection.

#### 13. Slings and Cradles

Liability for Injury, loss or damage arising out of the operation of a sling and/or cradle.

#### 14. Computer Date Recognition

Damage or liability directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, to achieve any or all of

the purposes and consequential effects intended by the use of any number to denote a date including the failure

- a correctly to recognise any date as its true calendar date
- b to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.

#### 15. Excess

The amount of any third party property damage excess specified in the Schedule.

#### 16. Asbestos

- a Liability in any way caused by, arising from or contributed to by
  - i exposure to or inhalation of Asbestos
  - ii fear of the consequences of exposure to or inhalation of Asbestos
- b Liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property arising out of the presence of Asbestos.

#### 17. Cyber Event

Any loss, damage, expense or liability howsoever arising out of a Cyber Event.

This Exclusion does not apply to:

- 1 Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock to any person
- 2 False arrest, false imprisonment, false eviction or malicious prosecution of any person
- 3 Loss of or damage to material property
- 4 Nuisance, trespass, obstruction or interference with any right of way, light, air or water
- 5 Pollution or Contamination occurring other than in the United States of America or Canada, and

caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

Subject otherwise to the terms, conditions and exclusions of this Policy.

For the purposes of this Exclusion the following Definitions apply

Cyber Event means

- A** any unauthorised Processing of Data by the Insured
- B** any breach of laws and infringement of regulations pertaining to the maintenance or protection of Data
- C** any Network Security Failure in the Insured's Sphere

Data includes but is not limited to Personal Data, facts, concepts and information, software or other coded instructions in a formalized manner useable for communications, interpretation or processing. Personal Data means any information relating to an identified or Identifiable Natural Person.

An Identifiable Natural Person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing means any operation or set of operations which is performed on Data or on sets of Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Damage to Data means any loss, destruction or corruption of Data Any Damage to Data of a third party by the Insured is not deemed to be a Cyber Event if there is not any Network Security Failure involved.

Insured's Sphere means any system or device leased, owned, operated, or lost by or which is made

available or accessible to the Insured for the purpose of Processing Data.

Network Security Failure means any non physical and technological failure of computer system security or other technological security measures leading to unauthorised access and/or theft of Data, loss of operational control of Data, transmission of virus or malicious code and/or denial of service.

## Section Conditions

The Policy Conditions 1–16, 18–25 inclusive apply to this Section and in addition the following:

### 1. Bona fide Subcontractors

In respect of work commencing within the Period of Insurance, it is a condition precedent to any liability of the Insurer in respect of Injury, loss, destruction or damage arising out of or caused by work undertaken on behalf of the Insured by bona fide subcontractors, that the Insured obtain and retain a written record that such subcontractors have in force throughout the duration of any work undertaken by them for the Insured insurance as follows:

- a** Employers' Liability insurance in accordance with any law relating to compulsory insurance of liability to employees
- b** Public Liability insurance covering legal liability for injury to any person other than liability described in a above and loss, destruction or damage to property with a Limit of Indemnity not less than £2,000,000.

This condition does not apply where bona fide subcontractors are engaged to carry out work on behalf of the Insured in an emergency and there is insufficient time to obtain written evidence of insurance provided that the Insured shall obtain verbal confirmation from such subcontractors that insurance as described in a and b above is in force and confirm such conversation in writing and retain a copy as a written record.

### 2. Other Insurances

The Insurer will not indemnify the Insured in respect of liability which is insured by or would but for the existence of this Section be insured by any other policy or section except in respect of any excess beyond the amount payable under such other policy or section or which would have been payable under such other policy or section had this Section not been effected

# Section 6 – Business Interruption

## Definitions

<b>Annual Revenue</b>	Revenue during the 12 months immediately before the date of any Event.
<b>Annual Turnover</b>	Turnover during the 12 months immediately before the date of any Event.
<b>Business Interruption</b>	Loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of an Event to Property.
<b>Event</b>	Damage to Property used by the Insured at the Premises for the purpose of the Business.
<b>Increase in Cost of Working</b>	Additional expenditure (subject to the Uninsured Working Expenses clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period.
<b>Indemnity Period</b>	Period beginning with the occurrence of any Event and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of any Event.
<b>Maximum Indemnity Period</b>	Maximum indemnity period shown in the Schedule.
<b>Premises</b>	Buildings at the address or addresses shown in the Schedule, including their grounds, all within the boundaries for which the Insured are responsible and being, unless more specifically described in the Schedule, occupied solely by the Insured for the purpose of the Business.
<b>Revenue</b>	The money paid or payable to the Insured for services rendered in the course of the Business at the Premises.
<b>Revenue Sum Insured (Loss of Income)</b>	133.33% of the Revenue/Loss of Income amount provided by the Insured.
<b>Standard Revenue</b>	Revenue during that period in the 12 months immediately before the date of any Event which corresponds with the Indemnity Period.
<b>Standard Turnover</b>	Turnover during that period in the 12 months immediately before the date of any Event which corresponds with the Indemnity Period.
<b>Turnover</b>	Money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the Business at the Premises.
<b>Uninsured Working Expenses</b>	<p>Purchases (less discounts received)  Carriage, packing and freight  Discounts allowed  Bad debts.</p> <p><b>Note.</b> The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured.</p>

## Cover

The Insurer will pay the Insured for Business Interruption by any of the Events operative under this Policy and not otherwise excluded occurring during the Period of Insurance.

### Events

- 1 Fire, excluding Business Interruption caused
  - a by explosion resulting from fire
  - b by earthquake or subterranean fire
  - c by its own spontaneous fermentation or heating or its undergoing any heating process or any process involving the application of heat
  - d to any particular piece of electrical apparatus or fitting which has caused a fire due to self ignition, over running, excessive pressure, short circuiting, self heating or leakage of electricity.

### Lightning

### Explosion

- a of boilers used for domestic purposes only
  - b of any other boiler or economiser on the Premises
  - c of gas used for domestic purposes only but excluding any Business Interruption caused by earthquake or subterranean fire.
- 2 **Explosion**, excluding Business Interruption caused by the bursting by steam pressure of any vessel, machine or apparatus (not being a boiler or economiser on the Premises) belonging to the Insured or under the control of the Insured, in which internal pressure is due to steam only.
- 3 **Aircraft** or other aerial devices or articles dropped from them
- 4 **Riot, Civil Commotion, Strikers, Locked Out Workers, Persons taking part in Labour Disturbances or Malicious Persons**, excluding Business Interruption
    - a arising from nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
    - b arising from cessation of work
    - c in respect of any building which is Unoccupied caused by malicious persons not acting on behalf of or in connection with any political organisation, but the Insurer will pay for such Business Interruption caused by fire or explosion

## 5 Earthquake

## 6 Subterranean Fire

## 7 Storm, Tempest or Flood, excluding Business Interruption

- a attributable solely to change in the water table level
- b caused by frost, subsidence, ground heave or landslide
- c in respect of fences, gates or moveable Property in the Open
- d to open-fronted or open-sided Buildings or to Property contained therein.

## 8 Escape of Water from any Tank, Apparatus or Pipe, excluding Business Interruption

- a caused by water discharged or leaking from any automatic sprinkler installation
- b in respect of any Building which is Unoccupied.

## 9 Impact by any road vehicle or animal

## 10 Sprinkler Leakage

Accidental escape of water from any automatic sprinkler installation in the Premises, excluding Business Interruption caused by

- a freezing whilst the Building in so far as it is in the Insured's ownership or tenancy is Unoccupied
- b explosion, earthquake, subterranean fire or heat caused by fire.

## 11 Theft or Attempted Theft involving

- a forcible and violent entry to or exit from the Buildings
- b hold-up by violence or threat of violence to the Insured or any partner, director, employee of the Insured or members of their families or any other person who has a legal right to be on the Premises but excluding Business Interruption arising directly from Theft or Attempted Theft
  - i expedited or in any way brought about by the Insured or any partner director or employee of the Insured or any person who has a legal right to be on the Premises
  - ii of Money, deeds, securities, jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books

unless such property is specifically described in the Schedule

- iii to Property in the Open or in open fronted buildings or in buildings not on permanent foundations
- iv whilst the Premises are closed for Business or are left unattended unless all points of access are closed and secured by all locks and other protections fitted to them.

### 12 Subsidence, Ground Heave or Landslip excluding Business Interruption caused by

- a collapse, cracking, shrinkage, expansion or settlement of Buildings or any part thereof
- b coastal or river erosion
- c defective design or workmanship or the use of defective materials including inadequate construction of foundations
- d settlement or movement of made up ground
- e the normal settlement or bedding down of new structures
- f Damage to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of the Buildings are Damaged at the same time and from the same cause
- g Damage to yards, car parks, roads, pavements, landlords fixtures and fittings, security lighting and cameras, walls, gates, fences, fixed fuel oil tanks and fixed diesel tanks, piping, ducting, cables, wires and associated control gears and accessories, paved areas or footpaths unless a Building insured by this Section is Damaged by the same cause at the same time
- h Damage which originates prior to the inception of this cover
- i Damage resulting from demolition, construction, structural alteration or repair to any Buildings or groundworks or excavation at the same Premises
- j Damage by Events 1,2,5,6 or 8

#### Special Condition

The Insured shall notify the Insurer immediately they become aware of any demolition, groundworks, excavation or construction being carried out on the same or any adjoining site. The Insurer shall then have the right to vary the terms or cancel cover in respect of subsidence, ground heave or landslip.

### 13 Accidental Damage excluding Business Interruption

- a caused by, or consisting of, or arising from, or attributable to
  - i any of the Events
  - ii any of the exclusions to the Events

specified in Events 1–12 and 14, whether Events 1–12 and 14 are insured or not

- b caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials but this shall not exclude subsequent Business Interruption which itself results from a cause not otherwise excluded
- c caused by or consisting of faulty or defective workmanship, operational error or omission by the Insured or any employee of the Insured but this shall not exclude such Business Interruption not otherwise excluded which itself results from an insured Event or subsequent Business Interruption which itself results from a cause not otherwise excluded
- d caused by acts of fraud or dishonesty by any partner, director or employee of the Insured but this shall not exclude such Business Interruption not otherwise excluded which itself results from Events 1–12 and 14
- e Damage caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects, change in temperature, colour, flavour, texture or finish
 

but this shall not exclude

  - i such Business Interruption not otherwise excluded which itself results from Events 1–12 and 14
  - ii subsequent Business Interruption which itself results from a cause not otherwise excluded

- f caused by or consisting of

- i joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super-heaters, pressure vessels or any range of steam and feed piping connected to them

- ii mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude such Business Interruption not otherwise excluded which itself results from Events 1 to 12 and 14 or from any other Damage, or subsequent Business Interruption which itself results from a cause not otherwise excluded

- g loss resulting from pollution or contamination but this shall not exclude loss resulting from Damage to Property Insured not otherwise excluded, caused by pollution or contamination which itself results from other Damage or caused by other Damage which itself results from pollution or contamination
  - h caused by disappearance, unexplained or inventory shortage or the misfiling or misplacing of information
  - i caused by normal settlement or bedding down of new structures
  - j caused by destruction of or damage to any Building or structure caused by its own collapse or cracking, but this shall not exclude Business Interruption resulting from other Damage in so far as it is not otherwise excluded
  - k in respect of fences, gates and moveable Property in the Open caused by wind, rain, hail, sleet, snow or dust
  - l caused by Damage to any Property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair
  - m in respect of
    - i jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books
    - ii Property in transit
    - iii glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects
    - iv money, bonds or securities of any description but this shall not exclude such Business Interruption caused by other Damage in so far as it is not otherwise excluded

- n in respect of
  - i vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
  - ii Property or structures in course of construction or erection and materials or supplies in connection with all such Property or structures
  - iii land, roads, pavements, piers, jetties, bridges, culverts or excavations
  - iv livestock, growing crops or trees but this shall not exclude such Business Interruption caused by other Damage so far as it is not otherwise excluded
  - o caused by theft or attempted theft

#### 14 Escape of Oil from any fixed heating installation excluding Business Interruption

- a in respect of any Building or Property Insured in any Building which is Unoccupied
- b unless caused by a sudden identifiable unintended and unexpected incident which has taken place in its entirety at a specific time and place during the Period of Insurance

## Basis of Settlement

- 1 The Insurer's liability under this Section during any one Period of Insurance shall not exceed the Sum Insured
- 2 The Insurer will pay the Insured in respect of each item covered, the amount of their claim for Business Interruption.

## Material Damage Proviso

Provided that at the time of any Event there is an insurance in force covering the interest of the Insured in the Property at the Premises against such Event and that

- 1 payment has been made or liability has been admitted for payment, or
- 2 payment would have been made or liability would have been admitted for payment but for the operation of a proviso in such insurance excluding liability for claims below a specified amount.

## Automatic Reinstatement

In the absence of written notice by the Insured or the Insurer to the contrary, in consideration of Sums Insured or limits of liability not being reduced by the amount of any claim, the Insured will pay the appropriate additional premium on the amount of the claim from the date of any Event to expiry of the Period of Insurance, but this shall not apply in respect of theft or attempted theft.

## Revenue Items

The Insurer will pay the Insured as indemnity in consequence of Business Interruption for

- 1 loss of Revenue
- 2 Increase in Cost of Working.

Loss of Revenue means the amount by which the revenue during the Indemnity Period falls short of the Standard Revenue.

The Insurer will not pay the Insured for

- a Increase in Cost of Working exceeding the amount of reduction in Revenue thereby avoided
- b any amounts saved during the Indemnity Period in respect of any of the charges and expenses of the Business payable out of Revenue that may cease or be reduced.

In calculating the amounts the Insurer will pay the Insured as indemnity, adjustments shall be made in accordance with the following clauses.

### 1 Average

If the Revenue Sum Insured is less than the Annual Revenue, the amount payable will be proportionately reduced.

The amount of the Annual Revenue will be proportionately increased when the Maximum Indemnity Period exceeds twelve (12) months.

### 2 Alternative Premises

If during the Indemnity Period services are rendered elsewhere than at the Premises for the benefit of the Business, either by the Insured or by

others on behalf of the Insured, the money paid or payable for such services shall be taken into account in arriving at the Revenue during the Indemnity Period.

### 3 Lottery Winners

In the event an Employee or group of Employees resigns from his/her or their post(s) within the Business as a direct consequence of their securing a win in a Lottery cover extends to include the additional costs and/or expenses the Insured incurs, including but not limited to

- 1 recruitment and additional overtime costs
- 2 the cost of employing temporary staff for amounts in excess of permanent full time rates of payment.

Provided that

- a the Employee or group of Employees resigns within 14 days from the date of the successful Lottery win, and
- b the amount won by any one Employee is not less than £100,000
- c the Insurer's liability shall not exceed £25,000

For the purposes of this clause the following definitions apply

#### Indemnity Period

The period during which the Business results are affected due to an Employee or group of Employees resigning from his/her or their post(s) within the Business as a direct consequence of their securing a win in a Lottery, starting from the date of the first resignation and ending no later than the Maximum Indemnity Period.

#### Maximum Indemnity Period

One month

#### Lottery

- UK National Lottery Prize Draws including Scratchcards
- UK National Football Pools
- Euro Millions Lottery
- Irish National Lottery
- UK Premium Bond Prize Draws.

#### 4 Essential Personnel

Cover extends to include additional expenditure necessarily and reasonably incurred by the Insured during the Indemnity Period as a consequence of the death or permanent disablement of any principal, director or partner of the Insured by accidental and external means preventing the carrying out of their usual employment or occupation for the sole purpose of avoiding or diminishing any interruption of or interference with the Business carried on by the Insured at the Premises which but for that expenditure would have taken place during the Indemnity Period, provided that

- i the Maximum Indemnity Period in respect of this clause shall not exceed 12 months
- ii the Insurer shall not be liable for more than £10,000 in respect of any one claim.

## All Items

The following clauses apply

#### 1 Departmental Trading

If the Business is conducted in departments, the trading results of which can be ascertained, the Basis of Settlement for Gross Profit or Revenue shall apply separately to each department affected.

#### 2 Trends and Variations

Adjustments shall be made to the figures representing the Rate of Gross Profit, Annual Turnover, Standard Turnover, Annual Revenue and Standard Revenue that may be necessary to provide for the trend of the Business, and for variations in or other circumstances affecting the Business, either before or after the Event, and which would have affected the Business had the Event not occurred, so that the adjusted figures represent as near as reasonably practicable results which but for the Event would have been obtained during the relative period after the Event.

#### 3 Accountants' Charges

If the professional accountants of the Insured produce any particulars or details required by the

Insurer from the Insured's books of account or other business books or documents, or any other proofs, information or evidence under Condition 2 of this Section, the Insurer will pay the Insured the reasonable charges payable by the Insured to their professional accountants, provided that the sum of such reasonable charges and any other amount payable under this Section shall not exceed the liability of the Insurer under this Section.

#### 4 Value Added Tax

All terms in this Section shall be exclusive of value added tax to the extent that the Insured are accountable to the tax authorities for such tax.

#### 5 Current Cost Accounting

For the purposes of this Section, any adjustment implemented in current cost accounting shall be disregarded.

#### 6 Payments on Account

The Insurer will make payments on account during the Indemnity Period, if the Insured so request, subject to any necessary adjustment at the end of the Indemnity Period.

## Extensions

**(Subject to the terms, limits, conditions and exclusions of this Section and the Policy)**

Any claim resulting from interruption or interference with the Business in consequence of

- a Damage at any Situation or to any Property shown below, or
- b any of the under-noted Contingencies

within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands shall be understood to be loss as insured by this Section, provided that after the application of all other terms, conditions and provisions of this Section and as shown below the liability of the Insurer for any one claim shall not exceed the Total Sum Insured, or the percentage of the Total Sum Insured, or the amount shown against any of the Situations or any of the Property or any Contingency as the Limit, whichever is less.



## Property

### 1 Supply Undertakings

Property at any

- a generating station or sub-station of the electricity supply undertaking
- b land based premises of the gas supply undertaking or of any natural gas producer linked directly therewith
- c waterworks or pumping station of the water supply undertaking
- d land based premises of the telecommunications undertaking

from which the Insured obtain electricity, gas, water or telecommunications services subject to a limit of 10% of the Revenue Sum Insured or £50,000, whichever is less.

### 2 Denial of Access

Property in the immediate vicinity of the Premises which prevents or hinders the use of or access to the Premises, whether the Premises or property in the Premises is Damaged or not subject to a limit of 10% of the Revenue Sum Insured or £50,000, whichever is less.

## Contingencies

### 1 Failure of Supply

Accidental failure of supply of

- i electricity at the terminal ends of the service provider's feeders at the Premises subject to a limit of £25,000
- ii gas at the service provider's meters at the Premises subject to a limit of £25,000
- iii water at the service provider's main stop cock serving the Premises subject to a limit of £25,000
- iv land based telecommunications services (excluding intranet or extranet services) at the incoming line terminals or receivers at the Premises subject to a limit of £25,000
- v other telecommunications services (including intranet or extranet services) at the incoming line terminals or receivers at the Premises subject to a limit of £25,000

Provided that

- a in respect of the supply of land based and other telecommunications services the Maximum Indemnity Period shall not exceed 3 months
- b the Insurer shall not be liable for any Business Interruption
  - i which does not involve a cessation of supply for at least 4 consecutive hours in respect of the supply of electricity, gas or water services and for at least 12 consecutive hours in respect of the supply of land based and other telecommunications services
  - ii resulting from the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services not performed for the sole purpose of safeguarding life or protecting the supply undertaking's system
  - iii resulting from failure caused by
    - strikes or any labour or trade dispute
    - drought
    - other atmospheric or weather conditions, but this shall not exclude failure due to damage caused by such conditions
  - iv caused by or arising from or attributable to the failure of any overhead transmission and distributing lines and their supporting structures, other than those within 1 mile of the Premises
  - v resulting from the failure of telecommunications services via satellite
    - due to the failure of any satellite prior to its attaining its full operating function or whilst in or beyond the final year of its design life
    - in the event of temporary interference with transmissions to and from satellites due to atmospheric weather, solar or lunar conditions
    - resulting from the transfer of the Insured's satellite facility to another party
  - vi as insured under the Supply Undertakings Extension.

### Additional Business Interruption Extension

For the purposes of this Extension only, any claim resulting from interruption of or interference with the Business caused solely and directly by any of the undernoted Contingencies shall be understood to be Business Interruption by an Event covered by this Section, provided that all of the terms, conditions and

provisions of this Section and the Policy (except insofar as they may be expressly varied by this Extension) and the undenoted Definitions and Special Conditions shall apply.

### Contingencies

- A** outbreak of food or drink poisoning causing illness in humans at the Premises or attributable to food or drink supplied from the Premises
- B** the discovery of an organism at the Premises likely to result in the outbreak of food or drink poisoning causing illness in humans
- C** the outbreak of Legionellosis at the Premises
- D** the discovery of vermin or pests at the Premises
- E** any accident causing defects in the drains or other sanitary arrangements at the Premises
- F** the occurrence of murder, suicide or rape at the Premises which causes restrictions on the use of the Premises on the order of a competent local authority during the Period of Insurance.

Any reference to an Event within the Section of the Policy to which this Extension relates shall, for the purposes of this Extension, mean the restrictions (or series of related restrictions) imposed on the use of the Premises by the competent local authority resulting from any outbreak, occurrence, discovery or accident constituting any of the aforementioned Contingencies.

An Event will be deemed to occur on the date on which the restrictions associated with the Contingency are first imposed on the use of the Premises, irrespective of the period of time during which such restrictions remain in place and whether they are lifted and re-imposed or varied at a later date.

However, the Policy requirement that the Insured shall have in force an insurance covering its interest in the property at the Premises against such Event shall be deemed to have been complied with if the Insured has a valid claim under this Extension.

### Definitions

#### Legionellosis means:

Human illness resulting from the discharge, release or escape of legionella from water tanks, water systems, air-conditioning plants, cooling towers and the like at the Premises.

#### Indemnity Period means:

The period during which the results of the Business shall be affected in consequence of any Contingency, beginning with the date from which the restrictions on the use of the Premises are first imposed and ending not later than the Maximum Indemnity Period thereafter. The Indemnity Period shall comprise a single, continuous period. It cannot be divided into more than one period or increased so as to exceed the Maximum Indemnity Period, where restrictions on the use of the Premises forming part of the Contingency are lifted and then reimposed at a later date or otherwise varied over time.

#### Maximum Indemnity Period means:

1 month

#### Premises means:

Premises as defined in this Section and occupied by the Insured within the United Kingdom (excluding any Situation or Property shown in the Extensions to this Section)

### Special Conditions

- 1** Policy Exclusion 13 Contagious and Infectious Disease shall not apply to this Extension.
- 2** The Insurer shall not be liable under this Extension for any Business Interruption
  - a** that does not involve use of the Premises being restricted on the order of a competent local authority for at least 12 consecutive hours
  - b** incurred during any period other than the actual period during which use of the Premises is restricted on the order of the competent local authority
  - c** where the restrictions (or series of related restrictions) on the use of the Premises were first imposed prior to the Period of Insurance

- d** to the extent that the same or similar loss would have been suffered as a result of restrictions imposed or advice given by a competent authority (including at local and governmental level) due to any outbreak of food or drink poisoning causing illness in humans or Legionellosis, or discovery of an organism likely to result in food or drink poisoning causing illness in humans or Legionellosis, or the presence of vermin or pests, occurring or extending beyond the Premises.
- 3** The Insurer shall not be liable under this Extension for any costs incurred in the decontamination, cleaning, repair, replacement, recall or checking of any property.
- 4** The liability of the Insurer under this Extension shall not exceed £100,000 in total in respect of all Events combined occurring during any one Period of Insurance, irrespective of whether such Events arise out of the same or different Contingencies or involve more than one Premises. For the avoidance of any doubt, and notwithstanding any provision of the Policy to the contrary, the limit of liability will not be reinstated following a claim, such that any payment made on a claim under this Extension shall reduce the limit of liability available in respect of other claims under this Extension.
- 5** The Insured, in so far as is reasonably practical, shall ensure compliance with the Health and Safety Executive's Approved Code of Practice - Legionnaire's Disease: The control of legionella bacteria in water systems, and any supplementary, replacement or amending Code of Practice issued by the Health and Safety Executive. Payment of any claim arising out of Contingency C (Legionellosis) is conditional upon compliance with this Code of Practice.

## Section Exclusions

The Policy Exclusions apply to this Section

## Section Conditions

The Policy Conditions apply to this Section and in addition:

### 1 Alteration

Unless the Insurer agrees in writing, cover under this Section shall automatically cease if during the Period of Insurance

- a** the Business is wound up or carried on by a liquidator or receiver or permanently discontinued b the interest of the Insured ceases other than by death

### 2 Additional Claims Conditions

In the event of any Event in consequence of which the Insured make or may make a claim under this Section, the Insured shall at their own expense deliver to the Insurer

- a** within 7 days of its happening, full details of Business Interruption caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft
- b** not later than 30 days after expiry of the Indemnity Period, or such further time that the Insurer may allow, full information in writing of the particulars of the claim, together with details of all other policies covering property used by the Insured at the Premises for the purpose of the Business or any part of the Business, and the amount of any resulting Business Interruption
- c** such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence that the Insurer may reasonably require for the purpose of investigating or verifying the claim, together with, if required, a statutory declaration of the truth of the claim and of any matters connected with it.

Particulars or details contained in the Insured's books of account or other business books or documents, which may be required by the Insurer for the purpose of investigating or verifying any claim under this Section, may be produced by professional accountants if at the time they are regularly acting for the Insured. Their report shall be prima facie evidence of the particulars and details to which such report relates.

The Insurer will not pay for any claim unless the terms of this condition have been complied with, and any payment on account already made shall be repaid to the Insurer.

## Allianz Risk Management

Additional risk management guidance and support can be accessed via [www.allianz.co.uk/risk-management](http://www.allianz.co.uk/risk-management), our free, online risk management website which offers an array of information including:

- comprehensive guidance for key and trade sector specific topics, including an overview of criteria to consider and actions to take when assessing and managing risk
- a business impact analysis tool, to assist you in a better understanding of where your business may be vulnerable to disruption and the mitigation measures that can be adopted
- access to a range of discounted online training packages to help you in the management and control of hazards and risks in your workplace
- news keeping you up-to-date with the latest developments in business risk
- A-Z of key UK legislation providing an outline of its purpose, who's responsible for compliance and what needs to be done
- a network of quality approved suppliers providing a range of discounted products and services

## Complaints Procedure

### Sales – T&R Direct Insurance Services

If you have any concerns or are dissatisfied regarding the sale of your policy please contact T&R Direct Insurance Services:

Alternatively, if you are unhappy with any other aspect of the policy please read the Non Sales section and follow the steps outlined.

## Non Sales – Allianz Musical Insurance

### Our aim is to get it right, first time every time.

If you have a complaint we will try to resolve it straight away. If we are unable to, we will confirm we have received your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If you have a complaint, please contact our Customer Satisfaction Manager at:

Phone: **0344 391 4037** or Email: [csm@allianz.co.uk](mailto:csm@allianz.co.uk)  
Writing: Customer Satisfaction Manager  
Allianz Musical Insurance  
P O Box 224, Huddersfield  
HD8 1FS

If we have not resolved the situation within eight weeks we will issue you with information about the Financial Ombudsman Service (FOS). The FOS offer a free, independent service to resolve complaints. Using our complaints procedure or contacting the FOS does not affect your legal rights.

## Financial Ombudsman

You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances such as a delay caused by exceptional circumstances.

Writing: The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Phone: **0800 0234567** or **0300 1239123**

Email: [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk)

## Financial Services Compensation Scheme

If we are unable to meet our liabilities you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at;

Website: [www.fscs.org.uk](http://www.fscs.org.uk)

Phone: **0800 678 1100** or **0207 741 4100**

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

## Privacy Notice Summary

Please find below a summary of our Privacy Notice.

The full notice can be found on the Allianz UK website: [allianz.co.uk/privacy-notice.html](http://allianz.co.uk/privacy-notice.html).

If you would like a printed copy of our Privacy Notice, please contact the Data Rights team using the details below.

Allianz Insurance plc is the data controller of any personal information given to us about you or other people named on the policy, quote or claim. It is your responsibility to let any named person know about who we are and how this information will be processed.

Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy are companies within the Allianz Holdings.

Anyone whose personal information we hold has the right to object to us using it.

They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to.

If you wish to exercise any of your data protection rights you can do so by contacting our Data Rights team:

Telephone: 0208 231 3992

Email: [datarights@allianz.co.uk](mailto:datarights@allianz.co.uk)

Allianz Insurance plc,  
57 Ladymead,  
Guildford,  
Surrey,  
GU1 1DB

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Telephone: 0330 102 1837

Email: [dataprotectionofficer@allianz.co.uk](mailto:dataprotectionofficer@allianz.co.uk)

Data Protection Officer,  
Allianz,  
57 Ladymead,  
Guildford,  
Surrey,  
GU1 1DB

Please contact us if you require a copy of this booklet in large print or Braille.

T&R Direct Limited. Registered in England Number 04691636. Registered Office – 6 Concept Park, Innovation Close, Poole, Dorset. BH12 4QT. T&R

Direct Limited is authorised and regulated by the Financial Conduct Authority. Our FCA number is: 604784. Allianz Musical Insurance is a trading name of Allianz Insurance pl Allianz Insurance plc is registered in England No. 84638. Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Financial Services Register No. 121849.