


First Night Amateur Theatre

Policy document



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Data protection statement

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via www.zurich.co.uk/dataprotection

How you can contact us

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via gbz.general.data.protection@uk.zurich.com or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

Important notes

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Employers' Liability Tracing Office (ELTO)

We are members of the Employers' Liability Tracing Office (ELTO), an independent industry body who maintains a centralised database that helps those who have suffered injury or disease in the workplace to identify the relevant Employers' Liability insurer quickly and efficiently.

It is important, for the services of ELTO to be fully effective, that you inform us of your ERN (Employer Reference Number also known as the Employer PAYE reference) and all subsidiary company names and their ERNs if applicable.

As members of ELTO we will forward details of your policy if it contains Employers' Liability cover to ELTO together with details of any ERNs you have supplied to us.

Our complaints procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phones and landlines)

Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Your First Night Amateur Theatre policy

This policy is a contract between **you** and **us**.

This policy and any schedule, endorsement and certificate should be read as if they are one document.

We will insure **you** under those sections stated in the schedule during any **period of insurance** for which **we** have accepted **your** premium. **Our** liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this policy, the schedule or any endorsement to this policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

Law applicable to this contract

In the UK the law allows both **you** and **us** to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Northern Ireland, Scotland, the Isle of Man or the Channel Islands depending upon **your** address stated in the schedule. If there is any dispute as to which law applies it will be English law. The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this policy and any schedule, endorsement and certificate carefully and if they do not meet **your** needs contact **us** or **your** broker or insurance intermediary.

Definitions

Certain words in this policy have special meanings. These meanings are given below or defined at the beginning of the appropriate section or sub-section. To help **you** identify the words in the policy **we** have printed them in **semi-bold** throughout.

Buildings

The buildings of the **premises** including:

- a) any outbuildings and stores used in connection with the **business** or for domestic purposes
- b) walls, gates and fences around the **buildings** and belonging to them
- c) landlord's fixtures and fittings.

Business

As shown on the **schedule**.

Communicable disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- b) 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; and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Damage

Loss or damage.

Data processing system

Any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including but not limited to the generation of excess network traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Employee

Any of the following people working for **you** in connection with **your business**:

- a) anyone who has entered into or works under a contract of service or apprenticeship with **you**
- b) any labour only sub-contractor or anyone employed by them
- c) any self-employed person
- d) anyone who is engaged under a work experience scheme or similar scheme
- e) anyone who is hired or borrowed by **you**.

Excess

Where an **excess** is shown in the **schedule**, any section of this policy or any endorsement attached to the policy, the amount for which **you** will be responsible will be deducted from all claims for **damage** to material property after all other terms and conditions have been applied.

Hacking

Unauthorised access to any computer or other equipment or component or system or item which process, stores, transmits, retrieves or receives data.

Nuclear installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

Nuclear reactor

Any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Period of insurance

The period shown in **your schedule** or any further period for which **we** have accepted **your** premium.

Premises

The **buildings** of any theatre, venue or location used by **you** in connection with the **business** and the land within the boundaries belonging to them.

Properties

Articles for use on stage in connection with the **business**.

Schedule

The document which describes the details of **your** policy which are specific to **you**.

Virus or similar mechanism

Program code, programming instruction or any set of instruction intentionally constructed with the ability to damage, interfere with or otherwise adversely affect the computer programs, data files or operations whether involving self-replication or not including but not limited to Trojan horses, worms and logic bombs.

We, our or us

Zurich Insurance Company Ltd.

You or your

The person, people or the company shown in the **schedule** as the Insured.

Section A – Material Damage

Definitions

Average

If, at the time of the **damage**, the sum insured is less than the full reinstatement value of the **property insured** the amount **we** will pay will be reduced in proportion to the amount of the under-insurance.

For the avoidance of doubt solely in respect of the application of **average** to any item under this policy clause c) iii) of general condition 7 will not apply.

Property Insured

1 Scenery, **properties** and wardrobe, including:

- a) sound, lighting and video equipment
- b) musical scores and other printed matter
- c) musical instruments
- d) **properties** belonging to **your** members or **your employees**
- e) stock of merchandising, programmes, brochures, music tapes, compact discs, clothing and other promotional material
- f) **your** personal belongings or those of **your** members, **employees** and visitors, up to £500 any one person
- g) tools up to £500 any one claim
- h) office equipment and furniture
- i) computer systems records for the cost of materials and of clerical labour and computer time in reproducing them, up to £5,000 any one claim

all in connection with the **business** and belonging to **you** or borrowed or on hire or for which **you** are responsible.

The following are not included as **property insured**:

- i) landlords fixtures and fittings
 - ii) motor vehicles, watercraft, aircraft and accessories unless non-functioning **properties** used in connection with the **business**
 - iii) animals unless agreed by **us** in writing
 - iv) precious metals and alloys (other than cutlery, table accessories or trophies), jewellery, precious stones or furs unless notified to and agreed by **us** in writing
 - v) drugs
 - vi) explosives except those designed for theatrical use and used in connection with the **business**
 - vii) travel and theatre tickets, bonds, promissory notes, securities, medals, coins or stamps forming part of a collection
 - viii) cash, cheques, stamps or bank notes except as provided for elsewhere in this section
 - ix) glass unless for use on stage in connection with the **business**
 - x) mobile phones, laptop or portable computers
 - xi) property more specifically insured
 - xii) films, tapes, negatives and transparencies other than the costs of replacement material
 - xiii) any cost in connection with producing information to be recorded in documents, manuscripts, business books or computer systems records.
- 2 Items specified in the **schedule**.

Section A1 – Damage to Property

The cover

What is insured

Damage to property insured occurring within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

What is not insured

Mechanical or electrical breakdown and/or derangement of machinery or equipment.

Cracking, scratching or breakage of records, marble, glass, china or other brittle material unless occurring in transit as a result of a road traffic accident.

Loss from an unattended vehicle unless the vehicle has all doors and windows and other means of access securely fastened and locked.

Damage caused by or consisting of:

- a) wear and tear or gradual deterioration, mildew, moth, vermin, contamination, climatic conditions or any gradually operating cause
- b) any process of cleaning, heating, drying, alteration, maintenance or repair
- c) breakage of the strings, reeds or drumheads of musical instruments
- d) theft, wind, rain, hail, sleet, snow, flood, dust or malicious persons to property whilst in the open
- e) theft or attempted theft contributed to or caused by any member or **employee**
- f) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- g) a change in water table level.

Your attention is drawn to the section titled ‘General conditions and exclusions applying to the whole policy’.

Additional costs

Theft of Keys

We will pay for the necessary replacement of locks following the loss of keys to any **building**, safe or strong room used by **you** in connection with a production and for which **you** are responsible caused by theft from:

- a) such **building**
- b) the home of **you** or any **employee**.

Provided that if the keys are to a safe, they are not left in such **building** overnight.

The most **we** will pay is £250.

Debris Removal Costs

We will pay for costs and expenses incurred for removing debris of the **property insured** following **damage** which is insured by this section.

We will not pay for:

- a) costs or expenses incurred in removing debris other than from the **premises** and the area immediately adjacent
- b) costs or expenses arising from pollution or contamination of property not insured by this policy.

Settling claims

In the event of **damage** which is insured by this section:

- a) to musical instruments, sound, lighting, and video equipment **we** will pay the full cost of repair or reinstatement of the property to a condition equal to but not better than its condition when new, provided that the cost is incurred
- b) to other **property insured** as specified in the **schedule we** will indemnify **you** either by payment, repair or at **our** option, reinstatement.

Average

The sums insured by this section are subject to **average**.

Limits

The most **we** will pay under any item is the sum insured applicable to that item.

Automatic reinstatement of the sum insured

We will automatically reinstate the sum insured upon notification of a claim to **us** unless **we** give written notice to the contrary.

Provided that:

- a) **you** pay the appropriate additional premium
- b) **you** take immediate steps to carry out any amendment in the protection of property that **we** may require.

The most **we** will reinstate in any one **period of insurance** is the sum insured.

Index linking

We will automatically adjust the sums insured under section A in line with changes in suitable indices of cost.

This adjustment will continue after any insured **damage** if the repairs or reinstatement are done without delay.

We will not charge any extra premium during the **period of insurance**, but at the end of the period we will work out the renewal premium on the revised sums insured.

Excess

The **excess** applicable under this section is shown in the **schedule** attached to the policy.

Additional cover

Section A2 – European Tours

We will pay for **damage** to **property insured** anywhere in Europe for a period not exceeding 30 days during any one **period of insurance**.

Section A3 – Additional Hiring Expenses

We will pay for additional charges necessarily and reasonably incurred by **you** in connection with the hire of alternative or replacement **property insured** following **damage** to the original hired **property insured**.

We will also pay for amounts necessarily and reasonably incurred by **you** for charges made by hirers following **damage** insured by this section to property for which **you** are responsible.

The most **we** will pay is 10% of the sum insured by Item 1 of the **property insured** up to a maximum of £500.

Section A4 – Money

Definitions

Money

Cash, bank and currency notes, postal orders, cheques, banker's drafts, bills of exchange, unused units in postage stamp franking machines, postage stamps, revenue stamps, National Savings certificates, National Insurance Stamps, stamped or franked National Insurance cards, Holiday-with-Pay stamps, Premium Savings Bonds, luncheon vouchers, trading stamps, credit and debit card sales vouchers, consumer redemption vouchers and gift tokens accepted by **you** and VAT purchase invoices, all pertaining to the **business** and belonging to **you** or for which **you** are responsible.

The cover

What is insured

Physical damage to:

- a) **money**
- b) safes or strong rooms which normally contain **money** caused by theft or attempted theft within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Provided that:

- i) whenever any **premises** are unattended any safe containing **money** is securely locked and all keys to that safe are removed from the premises or kept on **your** person or one of **your** members or **employees**
- ii) **you** keep a complete record of money in transit and in any **premises** and deposit that record in a secure place other than a safe or strong room containing **money**.

The most **we** will pay is shown on the **schedule**.

What is not insured

Loss from any unattended road vehicle.

Damage caused by or due to:

- a) the dishonest acts of any member or **employee** not discovered within 14 days of the occurrence
- b) clerical or accounting errors.

Section A5 – Malicious Attack – Personal Effects

If any clothing or personal belongings of **you** or any member or employee are damaged as a result of malicious attack by anyone stealing or attempting to steal money or **property insured**, **we** will pay for that loss.

The most **we** will pay is £250.

Your attention is drawn to the section titled ‘General conditions and exclusions applying to the whole policy’.

Section B – Liabilities

Definitions

Business

For the purposes of section B the business shown in the **schedule** shall include:

- a) private work carried out by any of **your employees** for **you**
- b) promotional activities and events agreed by **us** in writing
- c) participation in exhibitions.

Products

Any commodities or goods or anything (including packaging, containers and labels) sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by **you** or on **your** behalf or any structure constructed, erected or installed or contract work executed by **you** or on **your** behalf in the course of **your business**.

Terrorism

- a) Any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - i) involves violence against one or more persons
 - ii) involves damage to property
 - iii) endangers life other than that of the person committing the action
 - iv) creates a risk to health or safety of the public or a section of the public
 - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

The cover

Section B1 – Employers' Liability

What is insured

Your legal liability for bodily injury or disease sustained by any **employee** which arises out of and in the course of their employment by **you** in connection with **your business**.

We will pay:

- a) all sums **you** become legally liable to pay for any claim for damages settled or defended with **our** consent
- b) claimant's costs and expenses
- c) all costs and expenses **you** incur with **our** consent in defending any claim for damages.

Provided that the bodily injury or disease is caused:

- i) during any **period of insurance**
- ii) within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands or to **employees** employed in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and temporarily engaged elsewhere.

What is not insured

Any liability:

- a) for bodily injury or disease sustained by any **employee**:
 - i) on any offshore installation or support or accommodation vessel for any offshore installation
 - ii) in transit to from or between any offshore installation or support or accommodation vessel
- b) for which compulsory motor insurance or security is required under road traffic legislation

The most **we** will pay (other than limits otherwise specified) in respect of any one claim against **you** or by **you** or series of claims against **you** or by **you** arising out of one cause is the limit of liability shown in the **schedule**.

This amount shall be inclusive of:

- i) all legal costs and other expenses incurred by any claimant or claimants
- ii) all legal costs and other expenses incurred in defending any claim or claims.

Where **we** agree to indemnify more than one party then nothing in this policy shall increase **our** liability to pay any amount in respect of one claim or series of claims in excess of the limit of liability stated in the **schedule**.

Extensions to Section B1 – Employers' Liability

Unsatisfied court judgments

What is insured

If any **employee** or their personal representative obtains a judgment for **damages** for bodily injury or disease against any company or individual operating from premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than six months, **we** will pay to the **employee** or their personal representative, at **your** request, the amount of any unpaid damages and awarded costs.

Provided that:

- a) the bodily injury:
 - i) is caused during the **period of insurance**
 - ii) arises out of and in the course of their employment in **your business**
- b) there is no appeal outstanding
- c) if any payment is made under this extension the **employee** or their personal representative shall assign the judgment to **us**.

Court attendance expenses

What is insured

We will pay **you** the rates shown below if any such people are required to attend court as a witness at **our** request, in connection with a claim for which insurance is provided under this section:

- a) **you** or **your** partner or any director £100 per day
- b) any **employee** £50 per day

All the extensions to the Employers' Liability cover are subject to the following:

- a) **we** shall not be liable unless **we** have the sole conduct and control of all claims
- b) they shall not apply to any liability which is insured under any other policy
- c) the terms limitations and conditions of the policy.

Terrorism limitation applicable to Section B1 – Employers' Liability

The limit of liability payable under Employers' Liability in respect of any claim against or by **you** or series of claims against or by **you** arising directly or indirectly from **terrorism** shall be £5,000,000.

Section B2 – Public Liability

What is insured

Your legal liability for:

- a) accidental death of or accidental personal injury to any person
- b) accidental damage to material property
- c) accidental obstruction, accidental trespass
- d) accidental nuisance or accidental interference with pedestrian, road, rail, air or waterborne traffic
- e) charges of unlawful detention, imprisonment or arrest or malicious prosecution being brought against **you** arising out of any allegation of shoplifting or other improper conduct at **your** premises by any person other than an **employee**

occurring during any **period of insurance** within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with **your business**.

We will pay all sums **you** shall become legally liable to pay as compensation.

What is not insured

Any liability:

- a) for bodily injury or disease sustained by any employee arising out of and in the course of their employment by **you** in connection with **your business**
- b) arising from professional advice given by **you** for a fee or in circumstances where a fee would normally be charged
- c) for **damage** to property which belongs to **you** or is held in trust by **you**, borrowed, rented, leased, or hired for use by **you**.

This shall not apply to:

- i) personal property (including vehicles and their contents) of **your employees**, directors or visitors
- ii) buildings or their contents temporarily occupied by **you** for the purpose of **your business**
- iii) premises rented, hired, leased or lent to **you** unless the liability attaches solely because of a contract or agreement
- d) for **damage** to that part of any property upon which **you** or **your** servant or agent has been working, where the **damage** is a direct result of such work
- e) for liquidated damages, fines or penalties which attach solely because of a contract or agreement
- f) arising from the ownership of any **premises**
- g) arising from the ownership, possession or use of any mechanically propelled vehicle or mobile plant by **you** or on **your** behalf:
 - i) which is licensed for road use
 - ii) for which compulsory motor insurance is required
 - iii) which is more specifically insured.

This shall not apply to:

- 1) the loading and unloading of mechanically propelled vehicles or mobile plant unless more specifically insured
- 2) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
- h) arising from the ownership, possession or use by **you** or on your behalf of:
 - i) craft designed to travel through air or space
 - ii) hovercraft or watercraft other than barges motor launches and non powered craft used on inland waterways
- i) arising from **products** after they have ceased to be in **your** custody or control

This shall not apply to food or beverages for consumption at any **premises** where **you** are carrying on **your business**.

The most **we** will pay for all claims made for any one occurrence or all occurrences of a series arising out of one original cause is the limit of liability shown in the **schedule**. **We** will also pay legal costs awarded to any claimant or incurred in defending any claim that is contested with **our** consent.

Section B3 – Products Liability

What is insured

Your legal liability for:

- a) accidental death of or accidental personal injury to any person
- b) accidental loss of or accidental damage to material property

occurring anywhere in the world during any **period of insurance** in connection with **products** supplied in or from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and caused by **products**.

We will pay all sums **you** become legally liable to pay as compensation.

What is not insured

Any liability:

- a) for bodily injury or disease sustained by any **employee** arising out of and in the course of their employment by **you** in connection with **your business**
- b) for replacing, reinstating, rectifying, repairing, recalling or guaranteeing the performance of any **products**

- c) arising from any **products** which at the time of the contract of sale or supply are knowingly:
 - i) sold or supplied for use in craft designed to travel through air or space
 - ii) exported to the United States of America or Canada
- d) arising from any **products** in **your** custody or control
- e) for liquidated damages, fines or penalties which attach solely because of a contract or agreement
- f) arising from professional advice given by **you** for a fee or in circumstances where a fee would normally be charged.

The most **we** will pay for any one **period of insurance** is the limit of liability shown in the **schedule**. **We** will also pay all legal costs awarded to any claimant or incurred in defending any claim that is contested with **our** consent.

Extensions to Sections B2 – Public Liability and B3 – Products Liability

European tours

What is insured

The Public and Products Liability covers also apply anywhere in Europe in connection with any production by **you** for a period not exceeding 30 days in any one **period of insurance**.

Personal liability during visits abroad

What is insured

The personal liability of:

- a) **you**
- b) any **employee** or director
- c) the family of any **employee** or director while accompanying such a person during temporary visits anywhere in the world in connection with **your business**.

Provided that any people listed above shall keep to the terms, limitations and conditions of this policy as they apply to the Public Liability cover.

What is not insured

Any liability:

- a) arising from any contract or agreement which imposes a liability that would not otherwise have attached
- b) arising from the ownership or occupation of any land or **buildings**
- c) arising from the carrying on of any trade or profession
- d) arising from the ownership, possession or use of:
 - i) firearms other than sporting guns
 - ii) mechanically propelled vehicles
 - iii) craft designed to travel through air and space
 - iv) hovercraft or watercraft
 - v) animals of dangerous species
- e) arising from **damage** to property owned or held in trust by:
 - i) **you**
 - ii) any **employee** or director
 - iii) the family of any employee or director
- f) for accidental death of or personal injury to any member of the family or any **employee** or director or to any **employee** of any director or **employee**.

Cross liabilities

Where this policy is in the joint names of more than one party **we** will deal with any claim as though a separate policy had been issued to each of them.

Motor contingent liability

What is insured

All sums which **you** alone shall become legally liable to pay as compensation for:

- a) accidental death of or accidental personal injury to any person
- b) accidental loss of or accidental damage to material property

arising out of the use of any motor vehicle being used in connection with **your business**.

What is not insured

Any liability:

- a) arising from the use of a motor vehicle which **you** own or provide
- b) arising from a motor vehicle driven by **you**
- c) for any **damage** to the vehicles or goods carried in them
- d) arising while the vehicle is being driven by any person who, to **your** knowledge, does not hold a driving licence unless that person has held one and is not disqualified from holding one
- e) arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- f) attaching to any person other than **you**.

Cloakroom liability

What is insured

We will pay for all sums **you** are legally liable to pay as compensation for **damage** to clothing and personal effects deposited by **your** customers for safe custody in the cloakroom of any **premises** used by **you** in connection with the **business**.

The most **we** will pay in respect of:

- a) any one claim for any one customer is £500
- b) all claims occurring during any one **period of insurance** is £5,000.

Provided that:

- i) a numbered key or ticket is issued to each customer depositing property and that no property is returned to any customer not presenting a key or ticket until all other property has been claimed
- ii) the cloakroom is never left unattended.

What is not insured

Damage due to the dishonesty of any member or **employee**.

Member to member

What is insured

The Public Liability cover includes the legal liability of any member whilst taking part in **your business** for accidental death of or accidental personal injury to any person or accidental damage to material property.

Provided that:

- a) **we** will not pay for any legal liability which is insured under any other policy
- b) **you** shall make all members aware of the terms, limitations and exceptions of the policy.

All the extensions to the Public Liability and Products Liability cover are subject to the following:

- a) **we** shall not be liable unless **we** have the sole conduct and control of all claims
- b) they shall not apply to any liability which is insured under any other policy
- c) the most **we** will pay will not increase and **we** will not pay more than stated
- d) the terms, limitations and conditions of the policy insofar as they can apply.

Special exclusions applying to Sections B2 – Public Liability and B3 – Products Liability

The Public Liability and Products Liability sections do not cover:

Asbestos

liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

Cyber

liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from or in connection with **your** use of or reliance upon or work carried out upon or sale or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or any electronic data or related information.

Provided always that:

- a) this exclusion shall not apply in respect of all sums which **you** shall become legally liable to pay as compensation for:
 - i) physical bodily injury or disease
 - ii) physical loss of or physical damage to material property
- b) **our** liability shall not exceed the limit of indemnity stated in the schedule for any one occurrence or all occurrences of a series arising out of one original cause and in the aggregate in any one **period of insurance** and will be the maximum **we** will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the **schedule**.

Extensions to the whole of Section B

Additional benefit

What is insured

We will pay the costs incurred with **our** consent for:

- a) representation at any coroner's inquest or fatal inquiry in respect of any death
- b) defending in any court of summary jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this section.

Indemnity to principal

What is insured

In the event of any claim for which **you** would be entitled to receive indemnity under this section being brought or made against any Public or Local Authority or other Principal **we** will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses for such claim.

Indemnity to other people

If the following people have a claim made against them for which **you** would be insured by this section, **we** will pay for any amounts for which they are legally liable:

- a) any **employee**, member or director
- b) any officer, member or **employee** of **your** social, sports or welfare organisations or first aid or medical arrangements (but excluding medical practitioners) fire or ambulance services.

Provided that:

- i) **you** request **us** to do so
- ii) such people shall keep to the terms, conditions and limitations of this policy.

Health and Safety at Work etc. Act 1974

We will pay, at **your** request, all legal fees and expenses incurred in the defence of any criminal proceedings brought against **you** or one of **your employees** or directors for a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 including legal costs and expenses incurred with **our** consent in an appeal against conviction.

Provided that the breach was committed or alleged to have been committed during the **period of insurance** and which relates to any event arising in the course of the **business** involving personal injury which is or may be the subject of indemnity under this section.

What is not insured

Proceedings brought outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

This extension shall not apply:

- a) where proceedings relate to any deliberate or intentional act or omission
- b) to fines or penalties of any kind.

All these extensions to the Liabilities section are subject to the following:

- a) **we** shall not be liable unless **we** have the sole conduct and control of all claims
- b) they shall not apply to any liability which is insured under any other policy
- c) the most **we** will pay will not increase and **we** will not pay more than stated
- d) the terms, limitations and conditions of the policy insofar as they can apply.

Special conditions applying to the whole of Section B

We may free ourselves from any further liability by paying to **you** or on **your** behalf the maximum sum payable under the Public or Products Liability section or should any payments have been made, the balance of such maximum sum.

We shall also pay law costs incurred prior to the date of such payment.

If the sum payable for any claim or claims made against **you** is greater than the maximum sum payable **you** shall pay the extra amount. **You** shall also pay such proportion of the law costs as the extra amount bears to the total sum payable for such claim or claims.

Special conditions applying to Sections B2 – Public Liability and B3 – Products Liability

Liability arising from Pollution or Contamination is not insured 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**.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The most **we** will pay for all claims arising from Pollution or Contamination which is deemed to have occurred during the **period of insurance** is the limit of liability shown in the **schedule**. Provided that the most **we** will pay will not increase and **we** will not pay more than the limit of liability stated in the **schedule**.

For the purpose of this condition 'Pollution or Contamination' shall mean:

- a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all **damage** or personal injury directly or indirectly caused by such Pollution or Contamination.

Excess

The **excess** applicable under Sections B2 and B3 is as shown in the **schedule** attached to the policy.

Your attention is drawn to the section titled 'General conditions and exclusions applying to the whole policy'.

Section C – Cancellation

Definitions

Expenses

Costs incurred or committed by **you** in connection with the staging of a production during the **period of insurance**.

The cover

What is insured

We will pay for:

- a) irrecoverable loss of **expenses** arising from the unavoidable cancellation or postponement of any performance or performances due to any unforeseen cause which is outside **your** control
- b) any additional **expenses** reasonably and necessarily incurred by **you** specifically to prevent or diminish any loss payable under a) above.

The most **we** will pay are the limits shown in the **schedule**.

What is not insured

Cancellation or postponement arising from:

- a) inability or failure of any principal to perform unless due solely to accidental bodily injury or illness and where no substitute is available
- b) poor attendance or inadequate funding of productions
- c) adverse weather conditions where performances are in the open
- d) any labour dispute within **your** control.

Substitute principal clause

We will also pay the additional **expenses** necessarily incurred to prevent cancellation or postponement by obtaining the services of a substitute for any principal unable to perform in any such individual production or performance due solely to his or her accidental bodily injury or illness. The most **we** will pay are the limits shown in the **schedule**.

Your attention is drawn to the section titled 'General conditions and exclusions applying to the whole policy'.

Section D – Personal Accident

Definitions

Assured

You and any of **your** members, directors or **employees** over 5 years and under 75 years normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Usual Occupation

The occupation of the **assured** at the date of the injury.

The cover

What is insured

Accidental bodily injury by violent, external and visible means (including exposure which results from an accident to an aircraft, vehicle or vessel in which the **assured** is travelling), sustained by the **assured** during the **period of insurance** whilst engaged in activities, including travel, in connection with **your business**.

What is not insured

Death, injury loss or disablement caused:

- a) prolonged or complicated by any pre-existing physical weakness, defect or disease or by any previously sustained injury
- b) by the **assured** motor-cycling, hunting, mountaineering, racing other than on foot, playing football, ice hockey or polo, skiing, tobogganing, parachuting, hang-gliding, potholing or using power-driven woodworking machinery
- c) by the **assured** flying except as a passenger in a properly certified or licensed power-driven aircraft constructed to carry passengers
- d) by the **assured** being insane or under the influence of drink or drugs, committing suicide or any act of intentional self-injury, being or having been pregnant, or taking part in civil commotion or riot of any kind
- e) by, directly or indirectly arising out of, contributed to by or resulting from actual, threatened, feared or perceived use of biological, chemical, radioactive or nuclear agent, material, device or weapon.

Limits and settling claims

- a) **We** will pay the sum or sums according to the table of benefits shown in the **schedule** provided that death or disablement occurs within twelve months of the date of injury.
- b) Under benefit 5 **we** will not pay the benefit for more than 104 weeks.
- c) If **we** are satisfied that disability under benefit 5 is permanent, benefit 4 shall become payable when benefit 5 is exhausted. Except for this and where **we** agree a payment under benefit 6, **we** will not pay more than one benefit for the same accident.
- d) **We** will not pay for more than one benefit for the same period of time other than where **we** agree to a payment under benefit 6.
- e) No benefit shall be paid until its entire amount has been agreed except that under benefit 5 **we** will on request make interim payments before the end of the period of disability at not less than four weekly intervals.
- f) **We** will not pay more than £250,000 in respect of all **assured** travelling in any one aircraft.
- g) In the event of the member not being gainfully employed, benefit 5 is payable only during necessary and continuous confinement to house, hospital or nursing home.

Special conditions

- 1 No benefits shall be paid for any one period earlier than seven days before **we** receive notice in writing of a claim.
- 2 **You** must supply at **your** own expense all certificates, supporting evidence and information within such time that **we** may reasonably require. In the event of non-fatal injury **we** shall be entitled to request examinations by a medical referee appointed by **us** and in the event of death **we** shall be entitled to have a post-mortem examination.

Your attention is drawn to the section titled ‘General conditions and exclusions applying to the whole policy’.

General conditions and exclusions applying to the whole policy

General conditions

In the following conditions the word **you** also includes any other person insured under the policy.

- 1 **You** will take all reasonable steps to protect the property, prevent accidents and comply with laws, bye laws or regulations and take reasonable care in the selection and supervision of **employees**.
- 2 **You** must notify **us** as soon as possible during the **period of insurance** if there is any change in circumstances or to the material facts previously disclosed by **you** to **us** or stated as material facts by **us** to **you** which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change **we** will be entitled to vary the premium and terms for the rest of the **period of insurance**. If the changes make the risk unacceptable to **us** then **we** are under no obligation to agree to make them and may no longer be able to provide **you** with cover.

If **you** do not notify **us** of any such change **we** may exercise one or more of the options described in clauses c) i), ii) and iii) of general condition 7 but only with effect from the date of the change in circumstances or material facts.

- 3 If **you** or anyone acting on **your** behalf:
 - a) makes a fraudulent or exaggerated claim under this policy; or
 - b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
 - c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
 - d) submits a claim under this policy for loss or damage which **you** or anyone acting on **your** behalf or in connivance with **you** deliberately caused; or
 - e) realises after submitting what **you** reasonably believed was a genuine claim under this policy and then fails to tell **us** that **you** have not suffered any loss or damage; or
 - f) suppresses information which **you** know would otherwise enable **us** to refuse to pay a claim under this policy

we will be entitled to refuse to pay the whole of the claim and recover any sums that **we** have already paid in respect of the claim.

We may also notify **you** that **we** will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If **we** terminate this policy under this condition **you** will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of **you** this condition should be read as if it applies only to that insured person's claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

- 4 **We** have the right to cancel this policy or any section, or part of it, by giving 14 days notice in writing by registered letter to **your** last known address.
- 5 If **we** admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. **You** may not take any legal action against **us** over the dispute before the arbitrator has reached a decision.
- 6 This policy will come to an end immediately if **your** organisation ceases to exist or if **you** die where **you** are an individual except that **your** executors or personal administrators will be entitled to benefit from any cover until **your** estate has been administered.
- 7
 - a) At inception and renewal of this policy and also whenever changes are made to it at **your** request **you** must:
 - i) disclose to **us** all material facts in a clear and accessible manner; and
 - ii) not misrepresent any material facts.
 - b) If **you** do not comply with clause a) of this condition **we** may:
 - i) avoid this policy which means that **we** will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless in which case **we** will not return the premium paid by **you**; and

- ii) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred.
- c) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what **we** would have done if **we** had known about the facts which **you** failed to disclose or misrepresented:
 - i) if **we** would not have provided **you** with any cover **we** will have the option to:
 - 1) avoid the policy which means that **we** will treat it as if it had never existed and repay the premium paid; and
 - 2) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred
 - ii) if **we** would have applied different terms to the cover **we** will have the option to treat this policy as if those different terms apply. **We** may recover any payments made by **us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
 - iii) if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.
- d) Where this policy provides cover for any person other than **you** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession **we** will not invoke the remedies which might otherwise have been available to **us** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than **you**.

Provided always that if the person concerned or **you** acting on their behalf makes a careless misrepresentation of fact **we** may invoke the remedies available to **us** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

- 8 Reference to the payment of premium includes payment by monthly instalments. If **you** pay by this method this policy remains an annual contract and the date of the payment and the amount of instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 (if applicable) the credit agreement and this policy will be cancelled immediately.
- 9 If **you** pay the premium to **us** using **our** Direct Debit instalment scheme **we** will have the right (which **we** may choose not to exercise) to renew this policy each year and continue to collect premiums using this method. **We** may vary the terms of this policy (including the premium) at renewal. If **you** decide that **you** do not want **us** to renew this policy provided **you** tell **us** or **your** broker or insurance intermediary before the next renewal date **we** will not renew it.
- 10 Notwithstanding any other terms of this policy **we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **yours** would violate any applicable trade or economic sanctions law or regulation.
- 11 **You** must repay **us** any amounts which **we** are required by compulsory insurance legislation to pay out under this policy to the extent that **we** would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this policy.

Claims conditions

- 1 Upon learning of any circumstances likely to give rise to a claim **you** must:
 - a) tell **us** as soon as reasonably possible and give **us** all the assistance **we** may reasonably require as soon as is reasonably possible, tell the police if the **damage** is by theft or attempted theft or by riot or civil labour or political disturbances or vandals or malicious people
 - b) immediately send to **us** any writ or summons issued against **you**
 - c) supply, at **your** own expense, full details of the claim in writing including any supporting evidence and information that **we** require within the following periods:
 - i) 7 days for **damage** by riot or civil, labour or political disturbances or vandals or malicious people
 - ii) 30 days after any other **damage**, interruption or bodily injury
 - d) take action to minimise the **damage** and to avoid interruption or interference with the **business** and to prevent further injury or **damage**.

- 2 **We** shall have the right to settle a claim by:
- a) the payment of money
 - b) reinstatement or replacement of the property lost or damaged
 - c) repair of the property lost or damaged.

If **we** decide upon reinstatement, replacement or repair **we** shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance.

We shall not spend on any one item, more than its sum insured.

- 3 **We** have the right to the salvage of any insured property.
- 4 **You** must not admit, deny, negotiate or settle any claim without **our** written consent.
- 5 If at the time of the claim there is any other policy covering the same property or occurrences insured by this policy **we** will be liable only for **our** proportionate share.

If any other such policy has a provision preventing it from contributing in like manner then **our** share of the claim shall be limited to the proportion that the sum insured bears to the value of the **property insured**.

- 6 **We** are entitled to:
- a) take the benefit of **your** rights against another person before or after **we** have paid a claim
 - b) take over the defence or settlement of a claim against **you** by another person.
- 7 **We** have the right to enter the building where the **damage** has happened and to take and keep any of the **property insured** and to deal with salvage in a reasonable manner.

General exclusions

The policy does not cover:

- 1 **damage**, consequential loss, cost or expense occasioned by or happening through or in consequence directly or indirectly of **terrorism**.

In any action, suit or other proceedings where **we** allege that by reason of this exclusion cover is not provided under this policy the burden of proving that cover is provided shall be upon **you**.

For the purposes of this exclusion **terrorism** shall mean:

- a) in respect of any occurrence in England including the Channel Tunnel up to the frontier with the Republic of France as set out by the Treaty of Canterbury 1986, Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, the Territorial Sea Act 1987 (Isle of Man) Order 1991, the Territorial Sea Act 1987 (Jersey) Order 1997 and Territorial Sea Act 1987 (Jersey) (Amendment) Order 2002:

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 any occurrence elsewhere than as described in a) above:

any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - i) involves violence against one or more persons
 - ii) involves damage to property
 - iii) endangers life other than that of the person committing the action
 - iv) creates a risk to health or safety of the public or a section of the public
 - v) is designed to interfere with or to disrupt an electronic system
- c) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) or b) above.

This exclusion applies to Sections A and C only

- 2 **damage**, consequential loss, cost or expense in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion
- 3 death, injury, disablement or loss or **damage** to any property or any loss or expense 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, nuclear reactor** or other nuclear assembly or nuclear component thereof
 - c) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
 - e) i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
 - f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Exclusions a), b), c) and d) will not apply to Section B1 except where **you** have undertaken under a contract or agreement either to indemnify another party or to assume the liability of another party in respect of such injury.

Exclusions e) and f) will not apply to Section B1

- 4 **damage** to any electrical plant or appliance caused by its own:

- a) over-running
- b) short-circuiting
- c) excessive pressure
- d) self-heating.

This exclusion shall not apply where fire spreads to cause **damage** to other plant or appliances or other **property insured**

- 5 any:

- a) **damage**
- b) consequential loss additional expenditure or extra expenses
- c) legal liability
- d) other fees costs disbursements awards or other expenses

of whatsoever nature

directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- i) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
- ii) any **data processing system** responding to or dealing in any way with:
 - 1) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - 2) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such **data processing system** is **your** property or not but in respect of all insurances other than Sections B2 and B3 this shall not exclude subsequent **damage** or consequential loss additional expenditure or extra expenses (not otherwise excluded) which itself results from a cause otherwise covered by this policy.

This exclusion does not apply to Sections B1 and D

- 6 a) **damage** caused by **virus or similar mechanism** or **hacking** or **denial of service attack** to any computer or other equipment or component or system or item which processes, stores, transmits retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information or programs or software and whether the property is insured or not
- b) consequential loss, cost or expense directly or indirectly caused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack**

but this will not exclude **damage**, consequential loss, cost or expense which results from an event otherwise insured including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence.

This exclusion applies to Sections A and C only

- 7 any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:

- a) a **communicable disease**; or
- b) the fear or threat (whether actual or perceived) of a **communicable disease**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion does not however apply to the Sections B2 and B3 in respect of:

- i) food or drink poisoning; or
- ii) Legionnaires' disease (if specifically covered by an extension or endorsement applied to this policy but only to the extent of cover expressly stated as being provided under the extension or endorsement).

This exclusion does not apply to Section B1.

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