



Your amateur theatre
policy document

Contents

Definitions	5
Section A	
Material Damage	6
A1 – Damage to property	7
A2 – European Tours	9
A3 – Additional Hiring Expenses	9
A4 – Money	10
A5 – Malicious Attack – Personal Effects	10
Section B	
Liabilities	11
B1 – Employers' Liability	11
B2 – Public Liability	13
B3 – Products Liability	15
Section C	
Cancellation	21
Section D	
Personal accident	22
General conditions	24
Claims conditions	25
General exclusions	26
Complaints procedure	29

A warm welcome to Zurich

Thank **you** for taking out **your** Amateur Theatres Insurance policy with **us** – and welcome to Zurich Insurance Company.

As one of the largest general insurers in the UK, **we** have a wealth of expertise and experience backed up by the global strength of the Zurich Financial Services Group. Zurich is renowned for innovation and customer dedication – **our** experts are constantly reviewing how **we** can update and improve **our** products and services for **you**.

At Zurich Insurance **we** have your future in mind and look forward to working closely with **you**.

www.zurich.co.uk

Amateur Theatres policy

The policy, schedule and any endorsements should be read as if they were one document.

The policy is a contract between **you** and **us**. **You** have made to **us** a proposal which is the basis of and forms part of the contract.

We will insure **you** under those sections shown in the schedule during any Period of Insurance for which **we** have accepted **your** premium provided all the terms and conditions of the policy are kept.

Law Applicable to the contract

UK law allows both **you** and **us** to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Channel Islands or the Isle of Man relating to **your** address as shown in the Schedule. If there is any dispute as to which law applies it shall be English Law. The parties agree to submit to the exclusive jurisdiction of the English courts.

For and on behalf of Zurich Insurance Company.



Ian Stuart
Chief Executive

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

Please read the policy, insurance agreement and schedule carefully.

If they do not meet **your** needs return them to **us** or **your** broker or agent.

How we will use your data

Zurich Insurance Company holds data in accordance with the Data Protection Act 1998. It may be necessary for **us** to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information, or to prevent and detect fraud, **we** may share information **you** give **us** with other organisations and public bodies, including the Police, accessing and updating various databases. If **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this and the information will be available to other organisations that have access to the database(s). **We** can supply details of the databases **we** access or contribute to, on request.

Definitions

Certain words in the 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 italics 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**.

Damage

Loss or damage.

Employee

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

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

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**.

We or us

Zurich Insurance Company.

You

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.

1 Property Insured

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

- sound, lighting and video equipment
- musical scores and other printed matter
- musical instruments
- **properties** belonging to your members or your **employees**
- stock of merchandising, programmes, brochures, music tapes, compact discs, clothing and other promotional material
- your personal belongings or those of your members, **employees** and visitors, up to £500 any one person
- tools up to £500 any one claim
- office equipment and furniture
- 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**:

- landlords fixtures and fittings
- motor vehicles, watercraft, aircraft and accessories unless non-functioning **properties** used in connection with the **business**
- animals unless agreed by us in writing
- 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
- drugs
- explosives except those designed for theatrical use and used in connection with the **business**
- travel and theatre tickets, bonds, promissory notes, securities, medals, coins or stamps forming part of a collection
- cash, cheques, stamps or bank notes except as provided for elsewhere in this section
- glass unless for use on stage in connection with the **business**
- mobile phones, laptop or portable computers
- property more specifically insured
- films, tapes, negatives and transparencies other than the costs of replacement material
- 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**.

Other words with special meanings in this section are defined on page 4. They are: **business, damage, employee, excess, Period of Insurance, premises, properties, schedule, we or us, you.**

The cover

What is insured

1 **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:

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

Your attention is drawn to the General Exclusions and Conditions detailed on pages 23 - 27 of the 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:
 - such **building**.
 - 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:

- costs or expenses incurred in removing debris other than from the **premises** and the area immediately adjacent.
- 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:

- 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.
- 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:

- you pay the appropriate additional premium.
- 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

2 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**.

3 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.

Definitions

4 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:

- **money**
- 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:

- a) 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**.
- b) 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:

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

5 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 General exclusions and Conditions which are detailed on pages 24 - 28.

Section B

Liabilities

Definitions

Business

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

- private work carried out by any of your **employees** for **you**.
- promotional activities and events agreed by us in writing.
- 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**.

Other words with special meanings in this section are defined on page 4. They are: **buildings**, **business**, **damage**, **employee**, **excess**, **Period of Insurance**, **premises**, **schedule**, **we** or **us**, **you**.

The cover

Employer's Liability

What is insured

1 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:

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

Provided that the bodily injury or disease is caused:

- during any **Period of Insurance**.
- within Great Britain, Northern Island, 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:

- 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.
 - for which compulsory motor insurance or security is required under either of the following:
 - i) the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992
 - ii) the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993
- or any other Compulsory Road Traffic Legislation.

The most **we** will pay 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 the Employer's Liability cover

Unsatisfied Court Judgements

What is insured

If any **employee** or their personal representative obtains a judgement 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 judgement 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:

- 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**.
 - there is no appeal outstanding.
 - if any payment is made under this extension the **employee** or their personal representative shall assign the judgement to **us**.
-

What is not insured

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:

- i) **you** or your partner
or any director £100 per day.
 - ii) any **employee** £50 per day.
-

What is not insured

All the extensions to the Employer's Liability cover are subject to the following:

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

Public Liability

What is insured

2 Your legal liability for:

- accidental death of or accidental personal injury to any person
- accidental damage to material property
- accidental obstruction, accidental trespass
- accidental nuisance or accidental interference with pedestrian, road, rail, air or waterborne traffic
- charges of wrongful 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:

- 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**
- arising from professional advice given by **you** for a fee or in circumstances where a fee would normally be charged
- 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.
-

What is insured

What is not insured

- 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
- for liquidated damages, fines or penalties which attach solely because of a contract or agreement
- arising from the ownership of any **premises**
- 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 :

- a) the loading and unloading of mechanically propelled vehicles or mobile plant unless more specifically insured.
 - b) 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.
- 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
 - 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.

Products Liability

What is insured

3 Your legal liability for:

- accidental death of or accidental personal injury to any person
- 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:

- 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**.
- for replacing, reinstating, rectifying, repairing, recalling or guaranteeing the performance of any **products**.
- 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.
- arising from any **products** in your custody or control.
- for liquidated damages, fines or penalties which attach solely because of a contract or agreement.
- 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 the Public Liability and Products Liability cover

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**.

What is not insured

Personal liability during visits abroad

What is insured

The personal liability of:

- **you**.
- any **employee** or director.
- 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:

- arising from any contract or agreement which imposes a liability that would not otherwise have attached.
 - arising from the ownership or occupation of any land or **buildings**.
 - arising from the carrying on of any trade or profession.
 - 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.
 - 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.
 - 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:

- i) accidental death of or accidental personal injury to any person.
- ii) 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.

Cloakroom liability

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:

- any one claim for any one customer is £500.
- 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

Any liability:

- arising from the use of a motor vehicle which **you** own or provide.
 - arising from a motor vehicle driven by **you**.
 - for any **damage** to the vehicles or goods carried in them.
 - 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.
 - arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
 - attaching to any person other than **you**.
-

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.
-

What is not insured

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

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

Extensions to the Employer's Liability Public Liability and Products Liability cover

Additional benefit

What is insured

We will pay the costs incurred with our consent for:

- i) representation at any Coroner's inquest or Fatal Enquiry in respect of any death
- ii) 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.

What is not insured

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:

- any **employee**, member or director.
- 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:

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

Health and Safety at Work 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 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**.

What is not insured

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

This extension shall not apply:

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

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

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

Special conditions applying to 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 Section B2 - Public Liability and Section 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:

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

Excess

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

Your attention is drawn to the **General exclusions and Conditions** which are detailed on pages 24 - 28.

Section C

Cancellation

Definitions

Expenses

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

Other words with special meanings in this section are defined on page 4. They are: **schedule, we, you**.

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:

- inability or failure of any principal to perform unless due solely to accidental bodily injury or illness and where no substitute is available.
 - poor attendance or inadequate funding of productions.
 - adverse weather conditions where performances are in the open.
 - 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 **General exclusions and Conditions** which are detailed on **pages 24 - 28**.

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.

Other words with special meanings in this section are defined on page 4. They are: **business**, **employee**, **period of insurance**, **us**, **we**, **you**.

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:

- prolonged or complicated by any pre-existing physical weakness, defect or disease or by any previously sustained injury.
 - 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.
 - by the **assured** flying except as a passenger in a properly certified or licensed power-driven aircraft constructed to carry passengers.
 - 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.
-

Limits and settling claims

- 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.
- Under benefit 5 we will not pay the benefit for more than 104 weeks.
- 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.
- 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.
- 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.
- We will not pay more than £250,000 in respect of all **assured** travelling in any one aircraft.
- 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 **General exclusions and Conditions** detailed on pages 24 - 28.

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 The policy and **schedule** shall be read as if they are one document.
- 2 **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.
- 3 You must tell us of any change in circumstances after the start of the insurance which increases the risk of injury or **damage**.

You will not be insured under the policy until we have agreed in writing to accept the increased risk.
- 4 If **you** or anyone acting for **you** makes a claim under this policy knowing the claim to be false, **we** will not pay the claim and all cover under the policy stops.
- 5 **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.
- 6 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.
- 7 If **you** die **we** will insure your legal personal representatives for any liability **you** had previously incurred under the policy provided that they keep to the terms of the policy.
- 8 If the policy is subject to a warranty, any breach of that warranty shall be a bar to any claim. Any breach which occurred before the period of insurance during which the claim occurred will not be regarded as a bar to a claim occurring in that **Period of Insurance**.
- 9 Where **we** refer in the policy to the payment of premiums this shall include payment by monthly instalments. If **you** pay by this method the policy remains an annual contract. The date of payment and the amount of the instalment 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 it applies), the credit agreement and the policy will be cancelled immediately.
- 10 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 the policy each year and continue to collect premiums using this method. **We** may vary the terms of the policy (including the premium) at renewal. If **you** decide that **you** do not want **us** to renew the policy, provided **you** tell **us** (or your insurance intermediary) before the next renewal date, **we** will not renew it.

Claims conditions

1 Upon learning of any circumstances likely to give rise to a claim **you** must:

- 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.
- immediately send to us any writ or summons issued against you.
- 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.
- take action to minimise the **damage** and to avoid interruption or interference with the business and to prevent further injury or damage.

2 Under the conditions of **your** policy **you** must tell **us** about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When **you** tell **us** about an incident **we** will pass information relating to it to a database. **We** may search these databases when **you** apply for insurance, in the event of any incident or claim, 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.

Do not provide **us** with personal data about any individual unless **you** have the appropriate authority to supply it.

3 **We** shall have the right to settle a claim by:

- the payment of money.
- reinstatement or replacement of the property lost or damaged.
- 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.

4 **We** have the right to the salvage of any insured property.

5 **You** must not admit, deny, negotiate or settle any claim without our written consent.

6 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.

7 **We** are entitled to:

- take the benefit of your rights against another person before or after **we** have paid a claim.
- take over the defence or settlement of a claim against **you** by another person.

8 **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 Any event arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection, military force or coup.
- 2 **Damage** to:
 - any property in England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987 by fire or explosion or loss resulting from such **damage** from Terrorism except to the extent stated in the SPECIAL PROVISION – TERRORISM
 - any property in Northern Ireland or loss resulting from such damage arising from:
 - i) riot or civil labour or political disturbances
 - ii) TERRORISM

TERRORISM means any act of any person acting on behalf of or in connection with any organisation with activities directed towards overthrowing or influencing by force or violence any government which is in power whether by right or otherwise.

If **we** decide that by reason of this definition **damage** is not insured (or is only insured up to a specific amount) and **you** dispute our decision **you** must prove that this exclusion should not apply.

SPECIAL PROVISION – TERRORISM

Applicable to Section A

Subject otherwise to the terms definitions exclusions provisions and conditions of the policy this insurance includes **damage** to any property in England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987 by fire or explosion or loss resulting from such damage arising from TERRORISM as defined in General Exclusion 2.

The most **we** will pay for all such **damage** resulting from **damage** for any one loss occurrence under section A is £100,000

or

any sum insured and/or limit of liability stated in the policy

whichever is the lower.

Any provision in this policy which provides for any sum insured or limit of liability following a loss shall not apply to losses covered under this Special Provision.

- 3 **Damage** arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 4 Any expense, consequential loss, legal liability, or **damage** to any property directly or indirectly arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.

5 **Damage** to any electrical plant or appliance caused by its own:

- over-running.
- short-circuiting.
- excessive pressure.
- self-heating.

This exclusion shall not apply where fire spreads to cause **damage** to other plant or appliances or other **Property Insured**.

6 In respect of Section A **damage** solely due to a change in the water table level.

7 Any :

- i) loss destruction or damage
- ii) consequential loss additional expenditure or extra expenses
- iii) legal liability
- iv) 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:

- a) 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
- b) any DATA PROCESSING SYSTEM responding to or dealing in any way with
 - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - ii) 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 the property of the Insured or not and whether operating before during or after the Year 2000

but in respect of all insurance's other than Public Liability or Products Liability or Contractors' Joint Indemnity or Legal Expenses this shall not exclude subsequent loss destruction or damage or consequential loss additional expenditure or extra expenses (not otherwise excluded) which itself results from a DEFINED PERIL otherwise covered by this Policy.

Definitions

For the purposes of General exclusion 7, the following special meanings shall apply:

'DATA PROCESSING SYSTEM' shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

'DEFINED PERILS' shall mean 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, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, impact by any vehicle or by goods falling therefrom or animal.

This exclusion is applicable to all sections of the policy other than Employers' Liability and Personal Accident.

Subject to all terms, conditions and limitations of the policy.

Complaints procedure

We want to provide a first class standard of service. If **you** have any cause for complaint **you** should, in the first instance, contact either the intermediary who arranged the policy for **you**, or the branch that issued **your** policy. Please quote the details of **your** policy (**your** surname and initials, policy number, departmental reference, etc).

If the matter is not resolved to **your** satisfaction, please write to the Manager of the branch concerned. If **you** are still not satisfied with the action taken, please write to the Chief Executive at:

The Grange
Bishop's Cleeve
Cheltenham
Gloucestershire
GL52 8XX

Tel: 01242 263875
e-mail: chiefexecutive@uk.zurich.com

If **you** are a small business **you** may have the right of referral to the Financial Ombudsman Service at:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0845 080 1800
e-mail: enquiries@financial-ombudsman.org.uk

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation should **we** be unable to meet our obligations. Further information is available on www.fscs.org.uk or **you** may contact the FSCS on 020 7892 7300.

Notes

Zurich Insurance Company

A limited company incorporated in Switzerland. Registered in the Canton of Zurich no. CH-020.3.929.583-0.

UK branch registered in England no. BR 105. UK Head Office: Zurich House, Stanhope Road, Portsmouth, Hampshire PO1 1DU.

Authorised and regulated by the Financial Services Authority.

