

Performing and  
Creative Arts  
Insurance  
Scheme  
Policy

arranged by

Rees  Ltd

# Performing and Creative Arts Insurance Policy

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# Commercial Guard

## Performing and Creative Arts Insurance Policy

This Policy and Schedule shall be read together as one contract.

The **Insured** has applied to the **Company** for this insurance by a proposal and declaration or statement of fact, which shall be the basis of and incorporated in this contract, and in consideration of which a premium has been or will be paid.

As part of this contract the **Company** will provide insurance by any Section or Extension of this Policy made operative as shown on the Schedule for each period of insurance for which payment of premium has been accepted, subject to the terms, conditions and exclusions shown within the Policy and Schedule.

The Policy has been signed for and on behalf of Fortis Insurance Ltd (the **Company**).

A handwritten signature in black ink, appearing to read 'B D Smith', with a large circular flourish underneath.

B D Smith  
Chief Executive

This Policy forms part of the contract with the **Company** and must be kept safe with all the Schedules and Endorsements.

Please read the Policy, including the Schedule and Endorsements carefully to ensure it meets your requirements; if it does not, please contact your broker or agent immediately.

## Definitions

The following words or expressions will carry the meaning shown below whenever they appear in **bold** in the Policy, Schedule, Endorsements and proposal form or statement of fact. Wherever the defined words are shown in the plural they take the same meaning as shown below, but in the plural.

### **Business**

The **Business** shown in the Schedule including:

- (a) the provision of first aid, but excluding any first aid provided by any qualified medical practitioner or nurse
- (b) private work undertaken by the **Insured's Employees** (with the consent of the **Insured**) for any director, partner or senior executive of the **Insured**
- (c) participation in exhibitions within the **Territorial Limits**.

### **Company**

Fortis Insurance Ltd.

### **Damage**

Accidental loss, destruction or damage.

### **Employee**

Any:

- person under a contract of service or apprenticeship with the **Insured**
- labour master (or labour only sub-contractor) or person supplied by them or any self-employed person for labour only
- person hired or borrowed by the **Insured** from another employer subject to any agreement under which the person is considered to be employed by the **Insured**
- student or person undertaking work for the **Insured** under a work experience or similar scheme

whilst engaged by the **Insured** in the course of the **Business**.

### **Excess**

The amount or amounts shown in the Policy or on the Schedule which the **Company** will deduct from each and every claim after the application of Average.

### **Injury**

Bodily injury, death, illness or disease.

### **Insured**

The person, persons or company named in the Schedule as 'The **Insured**' and includes subsidiary companies notified to and agreed as accepted by the **Company**.

### **Insured Person**

The **Insured** and any partner or director of the **Insured**.

### **Legal Costs**

All costs and expenses incurred with the written consent of the **Company** in addition to claimants costs and expenses for which the **Insured** is legally liable.

### **Principal**

Any person, firm, company, ministry, or authority for whom the **Insured** is undertaking work.

## Definitions (continued)

### **Products Supplied**

Any goods (including containers) sold, supplied, erected, repaired, serviced, altered, treated, installed, processed, manufactured or tested by the **Insured** in the course of the **Business**.

### **Property**

Material property.

### **Solicitors Fees**

**Solicitors Fees** for representation of the **Insured** at any Coroner's Inquest or Fatal Accident Inquiry or at proceedings in any Court of Summary Jurisdiction in respect of any occurrence, which may be the subject of indemnity under Section 1.

### **Territorial Limits**

- (a) Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- (b) Elsewhere in the World other than the United States of America or Canada, in respect of temporary **Business** not exceeding 60 consecutive days and 90 days in total in any one period of insurance, carried out by the **Insured** and any **Employee** normally resident in the territories set out in (a) above.

### **Terrorism**

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

### **Unlawful Association**

Any organisation which is engaged in **Terrorism** including any organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

## Section 1 Liability

### Sub-Section A – Public Liability

(This Sub-Section and the Covers described below are only operative if specified on the Schedule)

#### Cover

In the event of accidental

(a) **Injury**

(b) **Damage to Property**

(c) obstruction, trespass, nuisance, or interference with any right of way, light, air or water occurring during the period of insurance and arising in the course of the **Business**, and within the **Territorial Limits**, the **Company** will indemnify the **Insured** in respect of all sums for which they become legally liable to pay as compensation and claimants costs and expenses, for such **Injury**, **Damage to Property** or obstruction, trespass, nuisance, or interference with any right of way, light, air or water.

The **Company** will also pay **Legal Costs** and **Solicitors Fees**.

#### Limit of Indemnity

The liability of the **Company** under this Sub-Section for compensation in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the amount stated as the Limit of Indemnity in the Schedule.

### Sub-Section B – Employers Liability

(This Sub-Section and the Covers described below are only operative if specified on the Schedule)

#### Cover

In the event of accidental **Injury** sustained by any **Employee** of the **Insured** caused during the period of insurance and arising out of and in the course of their employment by the **Insured** in the course of the **Business**, and within the **Territorial Limits**, the **Company** will indemnify the **Insured** in respect of all sums for which they become legally liable to pay as compensation and claimants costs and expenses, in respect of such **Injury**.

The **Company** will also pay **Legal Costs** and **Solicitors Fees**.

The indemnity granted by this Sub-Section shall be interpreted as being in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man but the **Insured** shall repay to the **Company** all sums paid by the **Company** which the **Company** would not have been liable to pay but for the provisions of such law.

## Section 1 Liability

### Sub-Section B – Employers Liability (continued)

#### Limit of Indemnity

The liability of the **Company** under this Sub-Section for compensation and claimants costs and expenses in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause (inclusive of **Legal Costs** and **Solicitors Fees**) shall not exceed the amount of the Limit of Indemnity stated in the Schedule.

### Extensions to Cover for Sub-Sections A

Subject to the Limits of Indemnity, Exclusions and Conditions of the operative Sub-Section(s) and the Section

- 1 Member to Member Liability  
The indemnity provided by Sub-Section A – Public Liability of Section 1 of this Policy extends to include legal liability devolving on the **Insured** or in the case of more than one person insured each individual where **Injury** as herein defined is caused to another person insured as if separate policies had been issued to each of them but the total liability of the **Company** for all claims shall not exceed the Limit of Indemnity shown in the Schedule.

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

### Extensions to Cover for Sub-Sections A and B

Subject to the Limits of Indemnity, Exclusions and Conditions of the operative Sub-Section(s) and the Section

- 1 Indemnity to **Principal**  
As far as is necessary to meet the requirements of any contract or agreement entered into by the **Insured** for the performance of work for any **Principal** the **Company** will at the request of the **Insured** treat the **Principal** as though they were also the **Insured** in respect of **Injury** or **Damage** arising out of the performance of such work by the **Insured** provided that the **Principal** shall observe, fulfil and be subject to the terms, Conditions and Exclusions of this Policy in so far as they can apply.
- 2 Cross Liabilities  
These Sub-Sections shall, if applicable, apply separately to each of the **Insured** named in the Schedule of the Policy in the same manner as if a separate section had been issued to each **Insured** provided that the aggregate of the liabilities arising from any separate application of the Sub-Section shall not exceed in total the Limit of Indemnity shown in the Schedule.

## Section 1 Liability (continued)

### Extensions to Cover for Sub-Sections A and B (continued)

#### 3 Leased Hired or Rented Premises

The **Company** will indemnify the **Insured** in respect of the **Insured's** legal liability as tenant of a premises leased, rented or hired in the course of the **Business** for

- (i) **Damage** to the buildings occupied by the **Insured** including any landlords fixtures and fittings
- (ii) reinstatement or repair of **Damage** to the underground water pipes, gas pipes, electricity and telephone cables extending from the public mains to the buildings occupied by the **Insured** for the **Business** but excluding consequential loss of any kind or description.

The **Company** will not indemnify the **Insured** for:

- (i) the first £250 of **Damage**
- (ii) liability attaching to the **Insured** solely by the terms of the tenancy or any other agreement.

#### 4 Health and Safety at Work etc Act 1974 – Legal Defence Costs

The **Company** will, at the request of the **Insured**, indemnify any director, partner or **Employee** of the **Insured** in respect of **Legal Costs** and **Solicitors Fees** incurred in the defence of a prosecution including an appeal against any conviction resulting from a prosecution brought for a breach of

- (i) the Health and Safety at Work etc Act 1974
  - (ii) the Health and Safety at Work (Northern Ireland) Order 1978
- committed in the course of the **Business** during the period of insurance.

Provided that the **Company** shall not be liable:

- (i) for the payment of fines or penalties
- (ii) unless each director, partner or **Employee** shall be subject to the terms, Exclusions and Conditions of this Policy in so far as they can apply
- (iii) for a breach that was as a result of an intentional or deliberate act
- (iv) for any liability arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- (v) any amount in excess of the Limit of Indemnity stated on the Schedule for Sub-Section B.

#### 5 Court Attendance

The **Company** will indemnify the **Insured** for the costs of attendance at court by the **Insured** or a director, partner or **Employee** of the **Insured** to help defend or act as a witness in connection with any claim for which the **Insured** is entitled to indemnity under this Section and with the **Company's** agreement up to a maximum of £250 per day per person.

## Exclusions

### Exclusions to Sub-Section A

Sub-Section A does not cover:

- (a) the cost incurred by anyone in recalling, removing, repairing, rectifying, replacing, reapplying or guaranteeing any **Products Supplied**.

## Exclusions (continued)

### Exclusions to Sub-Section A (continued)

- (b) liability caused through any **Products Supplied** which are used to the knowledge of the **Insured** in connection with aircraft, hovercraft, aerial devices, watercraft, drilling platforms or rigs, motor vehicles, railways, railway locomotives or carriages, operational areas of gas, chemical, nuclear, petrochemical or power generation plants, or mines.
- (c) liability for **Injury** sustained by any **Employee** of the **Insured**.
- (d) liability arising directly or indirectly by, through or in connection with the ownership, possession or use by or on behalf of the **Insured**, of any
  - (i) mechanically propelled vehicle or mobile plant for which insurance is required under any legislation governing the use of such vehicle or which is licensed for road use, provided that if no indemnity is afforded by any other policy this Exclusion shall not apply to the bringing to or taking away of the load from any vehicle in connection with the loading or unloading of such vehicle
  - (ii) aircraft, hovercraft, drilling platform or rig and other offshore platforms or watercraft (other than hand propelled watercraft), railways, railway locomotives and carriages
  - (iii) pressure vessel, lifting apparatus or other item of plant owned by the **Insured** or the maintenance for which the **Insured** is responsible which has not been inspected to the extent required and approved by Statutory Regulations
  - (iv) firearms.
- (e) liability which attaches because of an agreement but which would not have attached in the absence of such agreement.
- (f) liability arising out of pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance, provided that:
  - (i) all pollution or contamination arising out of one incident shall be deemed to have occurred at the time such incident takes place
  - (ii) the liability of the **Company** for all damages payable arising out of all pollution or contamination which is deemed to have occurred during any one period of insurance shall not exceed £1,000,000 in aggregateFor the purpose of this exclusion pollution or contamination shall be deemed to mean
  - (i) all pollution or contamination of buildings or other structures or of water or land or the atmosphere, and
  - (ii) all **Damage** or **Injury** directly or indirectly caused by such pollution or contamination.
- (g) the cost of making good, replacement or reinstatement of defective work carried out by or on behalf of the **Insured**.
- (h) liability arising:
  - (i) through the defective design, plan, formula or specification of **Products Supplied**
  - (ii) out of technical professional or remedial instruction advice given for a fee or for which a fee would normally be charged.
  - (iii) out of treatment given or administered except for any treatment specifically noted as insured by endorsement of the Policy, or any failure to give advice or treatment, or any lack of professional skill.

## Exclusions (continued)

### Exclusions to Sub-Section A (continued)

- (i) **Damage** to:
  - (i) **Property** belonging to the **Insured**
  - (ii) **Property** held in trust or in the custody or control of the **Insured** or of an **Employee** but this Exclusion shall not apply to any personal **Property** (including motor vehicles) of directors, **Employees** or visitors of the **Insured**.
- (j) claims made in any country outside the European Union.
- (k) liability arising in respect of **Products Supplied** knowingly supplied directly or indirectly to the United States of America and Canada.
- (l) liability for **Property** being worked upon where the **Damage** is as a direct result of the work undertaken.
- (m) liquidated damages, fines and penalties, exemplary, punitive or multiplied damages.
- (n) in respect of each and every loss the amount of the **Excess** shown in the Schedule.

### Exclusions to Sub-Sections A & B

Sub-Sections A and B do not cover:

- (a) the **Insured** in respect of any claim arising from or in connection with any work in or on
  - (i) towers, steeples chimney shafts blast furnaces dams canals viaducts bridges or tunnels
  - (ii) aircraft airports railways docks wharfs breakwaters or sea walls
  - (iii) collieries mines chemical works gas works oil refineries power stations nuclear installations or establishments
  - (iv) offshore installations or bulk oil petrol gas or chemical storage tanks or chambers
  - (v) computer suites or rooms used exclusively for computer operations.
- (b) the **Insured** in respect of any claim arising from or in connection or involving the use of cradles, hoists and tower cranes
- (c) the **Insured** in respect of any claim arising from or in connection with the use of heat which for the purpose of the Warranty shall include naked flame, use of blow torches, blow lamps, grinding wheels or cutting discs unless shown on the Schedule by specific reference to "Heat Work Included".
- (d) the **Insured** in respect of any claim arising from or in connection with any work or performance at a height exceeding 15 metres above ground level or the floor immediately underneath
- (e) the **Insured** in respect of any claim arising from or in connection with the use of pyrotechnics unless Endorsement PCA15 Proximate Pyrotechnics Extension is shown on the Schedule

## Exclusions to Sub-Section B

Sub-Section B does not cover:

Liability arising out of the ownership, possession or use of any self propelled vehicle (or machinery or plant) in respect of the use of which the Road Traffic Act 1988 (as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 requires that there shall be in force a policy of insurance or other security.

## Conditions

### Conditions to Section 1

- 1 The **Company** may at any time, pay to the **Insured**, in connection with any claim or series of claims
  - (a) the amount of the Limit of Indemnity
  - or
  - (b) any lesser amount for which such claim or claims can be settledin either case, less any sum or sums already paid as compensation, claimants costs and expenses, **Legal Costs** and **Solicitors Fees** recoverable prior to the date of such payment.

On payment, the **Company** shall relinquish the conduct and control of, and be under no further liability in connection with such claim or claims except for the payment of costs and expenses incurred prior to the date of such payment.

Where the **Company** has not exercised its rights under this Condition, and compensation exceeding the Limit of Indemnity has to be paid, the liability of the **Company** to pay costs and expenses shall be limited to such proportion of the costs and expenses as the Limit of Indemnity bears to the amount paid to dispose of the claim or series of claims.

- 2 If any claim under this Section is also covered in whole or in part by any other existing insurance or by an indemnity from any other source, the liability of the **Company** shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other source had this Section not been effected.
3. Where shown in the Schedule as included, the use of heat is permitted only in relation to the performance activity and not for any ancillary work.

## Warranties

1. Where heat work is permitted, as shown on the Schedule, the **Insured** must ensure the following precautions are complied with on every occasion, where the application of or use of heat is involved
  - (i) Before the performance commences
    - (a) if the activity is undertaken within the confines of a building, the **Insured** and any **Employees** on each site must make themselves aware of the location of the sites fire alarms and fire fighting equipment
    - (b) the **Insured** shall in so far as is practicable examine all **Property** in the vicinity to ensure that no combustible material is in danger of ignition either directly or by conducted heat

## Warranties (continued)

- (c) an 'exclusion' area of at least 2 metres from the display must be clearly designated to ensure members of the public can see the area where the performance will take place.
- (ii) During the performance
  - (a) Care must be taken to ensure any members of the public do not enter into the display area
  - (b) If the gathered audience do encroach the use of heat must cease immediately and not recommence until the 'exclusion' area is clear and the **Insured** has assessed whether a wider area should be defined
  - (c) Suitable fire extinguishing precautions must be available for use at the scene
- (iii) After the performance ceases

Upon the completion of the work or performance and prior to leaving the site the **Insured** or **Employee** of the **Insured** shall undertake a thorough examination of the immediate vicinity of the work i.e. within a radius of 5 metres

## Endorsements

### Endorsements to Section 1 (Applicable if specified on the Schedule)

#### **PCA1 Excluding use of needles**

It is noted that no indemnity is provided under Section 1 Sub-Section A in respect of the use of needles or where the activity undertaken involves the perforation or piercing of skin.

#### **PCA2 Child Supervision**

It is a condition precedent to liability that whenever undertaking activities as detailed and shown as insured within the Policy the responsibility for supervision and control of children must remain with a teacher, guardian or the organising group's representative and not with the **Insured** or their **Employee(s)**

#### **PCA3 Exclusion of Human Balancing** (applicable to trades specified other than for Human Balancing)

It is noted that no indemnity is provided by this Policy in connection with any activity undertaken involving balancing of humans.

#### **PCA4 Film Shows**

It is a condition precedent to liability that venues where the **Insured** conducts the Business shall not exceed 100 attendees, unless a higher number has been agreed and is shown in the Schedule.

#### **PCA5 Exclusion of Knife Throwing**

It is noted that no indemnity is afforded by Section 1 of this Policy arising from any knife or similar object being thrown at humans or animals.

## Endorsements (continued)

### Endorsements to Section 1 (Applicable if specified on the Schedule)

#### PCA6 Teaching Activities

For the purposes of this Policy the activity of teaching is limited to the provision of educating third parties in performing techniques. No indemnity is afforded for any other teaching activity.

#### PCA7 Beauticians Treatment Risk

Section 1 - Liability is extended to indemnify the **Insured** against liability at law for compensation in respect of **Injury** or **Damage** to **Property** caused by or arising from the treatment rendered by the **Insured** in the course of the **Business** of Beautician for the application of

- (i) cosmetics
- (ii) pedicures and manicures
- (iii) facial masks including ionisation and steaming treatments
- (iv) proprietary hair removal preparation
- (v) massage excluding the use of aromatherapy oils or creams
- (vi) application of tanning creams and oils but excluding the use of sunbeds, solarium or other ultra violet equipment
- (vii) ear and nose piercing using a stud gun

Provided that

- (i) any processes of beauty treatment or pedicure or manicuring shall not be carried out by any person with less than two years continuous service as a beautician or apprentice beautician except under the constant and direct supervision of a fully qualified person
- (ii) the **Insured** shall not use any hair dye or preparation where the makers or vendors of the dye or preparation have issued a warning that it might be harmful without first notifying the customer of this fact and (except as provided in paragraph (iii) below) applying such tests as may be necessary or as may be required or recommended by the makers or vendors before undertaking the treatment. In the event of any test on a customer proving unsatisfactory the **Company** shall be under no liability in respect of any claims attributable to the use of such hair dye or preparation on the customer other than as a result of such test
- (iii) the **Company** shall not be liable for the cost of repairing or replacing any goods sold or supplied or for any **Injury** or **Damage** caused by or arising from
  - (a) anything in the nature of a surgical operation or any treatment of the eyes
  - (b) any preparation manufactured by or on behalf of the **Insured**
  - (c) sunbeds or solaria.
- (iv) in connection with hair removal using electrolysis equipment
  - (a) such electrolysis equipment is inspected at least annually by a qualified electrical engineer
  - (b) the electrolysis equipment is operated by responsible trained person(s) whose names have been notified to and recorded by the **Company**.

For the purposes of this Policy the **Business** of Beautician excludes body piercing by any method.

The liability of the **Company** under this extension shall not exceed £1,000,000 in respect of any one claim or number of claims arising out of one cause nor £1,000,000 in any period of insurance.

## Endorsements (continued)

### Endorsements to Section 1 (Applicable if specified on the Schedule)

#### PCA8 Hairdressers Treatment Risk

Section 1 - Liability is extended to indemnify the Insured against liability at law for compensation in respect of **Injury** or **Damage** to **Property** caused by or arising from treatment rendered by the **Insured** in the course of the **Business** of Hairdresser provided that

- (i) any processes of hair dyeing or tinting permanent waving or special treatments to the hair or scalp or beauty treatment or pedicure or manicuring shall not be carried out by any person with less than two years continuous service as a hairdresser or apprentice hairdresser except under the constant and direct supervision of a fully qualified person.
- (ii) the **Insured** shall not use any hair dye or preparation where the makers or vendors of the dye or preparation have issued a warning that it might be harmful without first notifying the customer of this fact and (except as provided in paragraph (iii) below) applying such tests as may be necessary or as may be required or recommended by the makers or vendors before undertaking the treatment. In the event of any test on a customer proving unsatisfactory the **Company** shall be under no liability in respect of any claims attributable to the use of such hair dye or preparation on the customer other than as a result of such test.
- (iii) where a particular dye or preparation has been applied by the **Insured** within the previous three months to an individual customer without ill effect the **Insured** may at the request of the customer dispense with the test recommended or required by the makers or vendors provided that the **Insured** shall obtain from the customer a signed disclaimer relieving the **Insured** from all liability for any injury or ill effects which might follow upon the use of the dye or preparation.
- (iv) at the time of sale of hair dyes or other preparations the **Insured** shall supply to their customers a printed copy of the "Instructions for Use" as supplied by the makers or vendors.
- (v) the **Company** shall not be liable for the cost of repairing or replacing any goods sold or supplied or for any **Injury** or **Damage** caused by or arising from
  - (a) any treatment of the eyes or anything in the nature of a surgical operation
  - (b) any preparation manufactured by or on behalf of the **Insured**
  - (c) sunbeds or solaria.

For the purpose of this Policy the **Business** of Hairdresser includes ear or nose piercing services by stud gun method only but excludes body piercing by any method.

The liability of the **Company** under this extension shall not exceed £1,000,000 in respect of any one claim or number of claims arising out of one cause nor £1,000,000 in any period of insurance.

#### PCA9 Motor Vehicles Exclusion

It is noted that no indemnity is provided by this Policy for any rickshaw tours involving any motorised vehicle.

#### PCA10 Martial Arts Restriction

The insurance provided by Section 1 is limited to 1 to 1 tuition and coaching in martial art acting.

## Endorsements (continued)

### Endorsements to Section 1 (Applicable if specified on the Schedule)

#### PCA11 Games and games nights

It is a condition precedent to liability that the **Insured**'s activities do not require a gaming licence as required by the appropriate legislation.

It is noted that no indemnity is provided under this Policy for activities where participants, contestants or the audience are required to attempt 'assault' courses or participate in events requiring physical contact with or without the use of props to play the game.

No indemnity shall be provided for:

1. bar fly
2. bungee jumping
3. gyroscopes
4. fly trap
5. bungee run
6. bouncy boxing
7. rodeo bull simulation
8. snow board or surf simulator
9. foam cannons

or similar activities requiring the use of harnesses.

#### PCA12 Groups Bands and Orchestras

1. This Policy excludes liability occurring as a result of a member of the insured band practising, or performing as a solo artist, with bands or with musicians other than the insured band.
2. The indemnity provided under this Policy extends to include temporary increases in the number of people in groups, bands and orchestras. For the purposes of this Policy, 'temporary increases' are defined as up to 20% of the declared number of people for a maximum of 10 days in total in any one period of insurance. Any increase in numbers beyond this, must be notified to the **Company** and any additional premium paid.

#### PCA13 Tour Guides

This Policy does not cover any liability in connection with the any activities as a Tour Operator or in respect of any liability for **Injury** arising from Regulations 15f(2) of the Package Travel Package Holidays and Package Regulations 1992.

Further the Territorial Limits for this Activity shall be the United Kingdom of Great Britain, Northern Ireland the Channel Islands or the Isle of Man only.

## Endorsements (continued)

### Endorsements to Section 1 (Applicable if specified on the Schedule)

#### PCA14 Extension to include United States of America and Canada other than Products Supplied

The **Territorial Limits** applicable to Section 1 other than in relation to **Products Supplied** extends to include the United States of America and Canada.

In respect of any claim for **Injury** or **Damage to Property** occurring during the period of insurance by the **Insured** in the course of the **Business** the indemnity provided and any judgement award or settlement made within the legal jurisdiction of the United States of America and Canada or to any order made anywhere in the world to enforce such judgement award or settlement in whole or part as a result of such **Injury** or **Damage** is subject to the following additional terms conditions and exclusions

- 1 The total amount payable by the **Company** in respect of all compensation and claimants' costs and expenses **Legal Costs** and **Solicitors Fees** shall not exceed the Limit of Indemnity shown in the Schedule
- 2 The **Company** shall not be liable in respect of
  - (a) pollution or contamination
  - (b) the cost of removing nullifying or cleaning up pollution or contamination and not as otherwise shown in the Policy wordingFor the purposes of this Extension 'pollution and contamination' shall be deemed to mean
  - (i) all pollution or contamination of buildings or other structures or of water or land atmosphere and
  - (ii) all **Damage** or **Injury** directly or indirectly caused by such pollution or contamination
- 3 Any dispute concerning the interpretation of the terms exclusions or conditions of this Policy shall be resolved in accordance with the jurisdiction of the territory in which this Policy is issued.

#### PCA15 Proximate Pyrotechnics Extension

This Policy is extended to indemnify the **Insured** in connection with the use of proximate pyrotechnics in the course of the activities detailed within the Schedule of the Policy.

For the purposes of this extension 'proximate pyrotechnics' shall mean the use of proprietary products purchased by the **Insured** for the purposes of explosions, flashes, smoke, or flames on-stage only. No cover operates for any pyrotechnics mixed blended or adapted by the **Insured** to their own design or specification from the original manufacturers product.

## Section 2 All Risks

### Definitions

#### Territorial Limits

For the purposes of this Section only the Territorial Limits are redefined as noted on the Schedule.

#### Cover

In the event of **Damage** to the property of the **Insured**, or for which they are responsible, as noted on the Schedule, the **Company** will indemnify the **Insured** up to the amount(s) shown on the Schedule.

## Exclusions

### Exclusions to Section 2

This Section does not cover

- (a) **Damage** caused by:
  - (i) inherent vice, latent defect, gradual deterioration, wear and tear, frost, faulty or defective design workmanship or materials, operational error or omission
  - (ii) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss or weight, condensation, atmospheric or climatic conditions, dampness, dryness, chipping, marring or scratching, vermin or insects
  - (iii) change in temperature, colour, texture or finish
  - (iv) any process or treatment, dyeing, cleaning, alteration, repair, restoration, testing, commissioning, servicing, packing, production
- (b) **Damage** to any item caused by its own explosion mechanical or electrical breakdown failure breakage or derangement other than **Damage** to other parts of the item as a consequence of such breakdown or derangement or any process of cleaning repair or restoration
- (c) any amount exceeding the single article limit specified in the Schedule
- (d) **Property** more specifically insured
- (e) **Damage** which is not identifiable with a specific event
- (f) **Damage** to **Property** whilst left unattended unless contained in
  - (i) a securely locked building or
  - (ii) a motor vehicle which is closed and locked at all points of access, all keys have been removed and any security alarms fitted to the vehicle are set and operational
  - (iii) cover for theft or attempted theft is subject to the vehicle being contained in a securely locked building or guarded security park between 9pm and 6am.
- (g) Theft where any **Insured Person** or their family is involved as principal or accessory
- (h) Theft or attempted theft by an **Employee** of the **Insured**
- (i) consequential loss of any kind
- (j) loss or **Damage** caused by delay, confiscation or detention by Customs or other officials or Authorities
- (k) the amount of the **Excess** detailed in the Schedule of each and every loss.

## General Conditions and Exclusions

(Applicable to the whole Policy except where stated otherwise)

### 1 General Exclusions

This Policy does not cover

- (a) **Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or contributed to by or arising from:
- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - (iii) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
  - (iv) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.
- (b) **Damage** to any **Property** in Northern Ireland or **Damage** resulting from caused by or happening through or in consequence of:
- (i) civil commotion
  - (ii) any unlawful wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **Unlawful Association**.
- (c) **Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising from, or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or contributed to by or arising from **Terrorism** except for accidental **Injury** sustained by any **Employee** of the **Insured** during the period of insurance and arising out of and in the course of his employment by the **Insured** in the **Business** described in the Schedule and occasioned by or happening through or in consequence directly or indirectly of **Terrorism** up to a maximum of £5,000,000 for compensation and claimants costs and expenses in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause (inclusive of Legal Costs and Solicitors Fees) for which the **Insured** is legally liable
- In any action, suit or other proceedings, where the **Company** alleges that by reason of the provision of this Condition any loss **Damage** or legal liability is not covered by this Policy, the burden of proving that such loss **Damage** or legal liability is covered shall be upon the **Insured**.
- (d) **Damage** or **Injury** occurring outside the **Territorial Limits** (unless specially insured).
- (e) **Damage** caused by pollution or contamination except (unless otherwise excluded) loss or **Damage** to the **Property** insured caused by:
- (i) pollution or contamination which itself results from Fire
  - (ii) any Fire which itself results from pollution or contamination
  - (iii) any cover given under Section 1 of the Policy where the **Damage** is shown to come within the exception to Exclusion (f) of Section 1, Sub Section A.

## General Conditions and Exclusions (continued)

(Applicable to the whole Policy except where stated otherwise)

- (f) **Damage**, loss or destruction or consequential loss of whatsoever nature and/or liability for damages attaching to the **Insured** or any associated costs relating thereto arising directly or indirectly from or consisting of the failure or inability of any
- (i) computer, data processing equipment, electronic circuit, embedded system firmware, hardware, integrated circuit, interface, microchip, microprocessor, program, software, telecommunication equipment or systems and any similar device
  - (ii) media or systems used in connection with any of the above
- whether the **Property** of the **Insured** or not
- (a) to correctly recognise, use or adopt any date, day of the week or period of time as the true or correct date, day of the week or period of time
  - (b) to capture, save, retain, restore and/or correctly manipulate, interpret, calculate, return, transmit or process any data or information, command logic or instruction as a result of treating any date, day of the week or period of time otherwise than as, or other than, its true or correct date, day of the week or period of time
- but this exclusion shall not apply in respect of Section 1 Sub-Section B – Employers Liability.

### 2 Precedents to Liability

Liability under this Policy is conditional:

- (a) on the truth and accuracy of the statement of fact
- (b) on the observance and fulfilment of the terms and conditions of this Policy
- (c) on all reasonable precautions being taken
  - (i) for the safety of the **Property** insured
  - (ii) to prevent accidents or disease
  - (iii) to comply with all statutory obligations and regulations imposed by any authority
  - (iv) to prevent the sale or supply of goods which are defective in any way.

### 3 Claims Procedure

The **Insured's** duties

- (a) on discovery of any **Damage** by theft or attempted theft or by malicious persons immediate notice must be given to the Police and all practical steps taken to discover the guilty persons and recover **Property** lost
- (b) any incident that may result in any **Damage** or **Injury** must be reported to the **Company** and full written particulars of such **Damage** or **Injury** supplied as soon as possible after the event at the expense of the **Insured**
- (c) in the event of any occurrence which may give rise to a claim for indemnity:
  - (i) every letter, writ, summons or other document must be forwarded to the **Company** immediately on receipt and notice in writing given to the **Company** of any impending prosecution, Coroner's Inquest or Fatal Accident Inquiry
  - (ii) no admission of liability or promise of payment may be made without the written consent of the **Company**
- (d) immediate action must be taken to minimise loss and to prevent further **Damage** or **Injury**
- (e) all information and assistance as the **Company** may require must be supplied by the **Insured** at the **Insured's** own expense.

Failure to comply with these duties may affect payment of any claim.

## General Conditions and Exclusions (continued)

(Applicable to the whole Policy except where stated otherwise)

### 4 Claims Procedure

The **Company's** rights

The **Company** shall:

- (a) at its option indemnify the **Insured** by payment reinstatement replacement or repair of any **Property** but it shall not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one item more than the sum insured on that item
- (b) not accept any **Property** being abandoned to the **Company**
- (c) at its expense be entitled to conduct in the **Insured's** name any settlement or defence of any claim or to prosecute for its own benefit any claim for indemnity or compensation or otherwise and have full discretion in the conduct of any proceedings and in settlement of any claim.

### 5 Contribution

(Applicable to Section 2)

If at the time of any **Damage** or liability resulting in a claim under this Policy there is any other insurance effected by or on behalf of the **Insured** covering such loss **Damage** or liability or any part of it the liability of the **Company** shall be limited to its rateable proportion of such loss **Damage** or liability.

### 6 Arbitration

(Applicable to Section 2)

If any difference shall arise as to the amount to be paid under any Section of this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in force. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the **Company**.

### 7 Alteration

The Policy shall be void if at any time:

- (a) the **Business** be wound up or carried on by a Liquidator or Receiver or permanently discontinued
- (b) the **Insured's** interest ceases except by will or operation of law
- (c) the risk of loss **Damage** or **Injury** is increased unless the **Company** agrees in writing to continue the insurance.

### 8 Misrepresentation

This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure of any material fact.

### 9 Fraud

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the **Insured** or anyone acting on behalf of the **Insured** to obtain any benefit under this Policy all benefit shall be forfeited.

### 10 Cancelling the Policy

The **Insured** may cancel the Policy within 14 days of receipt of the Policy Schedule and Wording by writing to the **Company** to confirm cancellation enclosing the Employers Liability Certificate (if there is one), upon receipt of which the **Insured** shall be entitled to the return of a proportionate part of the last premium paid in respect of the unexpired period of insurance.

## General Conditions and Exclusions (continued)

(Applicable to the whole Policy except where stated otherwise)

After the 14 days have expired, no refund of premium will be allowed for any unexpired portion of the annual premium paid should the Policy be cancelled.

The **Company** is not bound to renew this Policy and may cancel this Policy at any other time by sending 7 days' notice in writing giving details of the reason for cancellation to the **Insured** by registered letter or recorded delivery to the last known address the **Company** has. In the event of such a cancellation the **Insured** shall be entitled to the return of a proportionate part of the last premium paid in respect of the unexpired part of the insurance.

### 11 Law Applicable to the Contract

English law will apply to this contract.

### 12 Legal Representatives

In the event of the death of the **Insured** the **Company** will indemnify the **Insured's** legal personal representatives in respect of liability at law previously incurred by the **Insured** provided they observe fulfil and be subject to the terms Conditions and limitations of the Policy to the extent that they can apply.

### 13 Alteration in the Number of Persons Declared in the Schedule

Rees Astley Limited must be advised in writing within 30 days if the number of people exceeds the number specified in the Policy Schedule and any additional premium paid.

### 14 Fortis Logo

The Fortis logo must not be reproduced in any form on your own business documentation without the express permission of Fortis Insurance Ltd.

### 15 Data Protection Act 1998

Fortis Group which includes Fortis Insurance Limited and any holding company, subsidiaries and other linked companies ("Fortis Group") may use any information held about the **Insured**, any director, partner or employee of the **Business** :

- to manage the insurance policy, including handling, underwriting, claims, issuing renewal documents and providing renewal information to your agent
- to carry out research and analysis.

Fortis Group may share personal information with other insurers, regulatory authorities or agents providing services on the Fortis Group's behalf.

Fortis Group will only release personal information to others if:

- a) it is necessary to manage the policy
- b) it is necessary to prevent fraud
- c) required or permitted to do this by law (for example, if a legitimate request is received from the police or another authority) or
- d) there are any other circumstances where Fortis Group has received permission to do so.

If Fortis Group needs to change the way personal information is to be used the **Insured** will be notified. If the change is not acceptable the **Insured** must notify Fortis Group as soon as possible.

## General Conditions and Exclusions (continued)

(Applicable to the whole Policy except where stated otherwise)

### **Sharing information to prevent fraud**

The information held may be shared with operators of registers used by the insurance industry to check information that is given to Fortis Group and prevent fraudulent claims. Information relating to the insurance policy and any incident (such as an accident or theft) may be passed to these registers.

### **Dealing with others on your behalf**

Fortis Group will deal with the **Insured**, any director, partner or employee employed in the **Business** or any other person whom Fortis Group reasonably believes to be acting for or on behalf of the **Insured** in connection with the policy.

### **Sensitive information**

Some of the personal information that has been requested is known as sensitive personal data. This will include information relating to health, race, religion and criminal convictions relevant to the insurance provided. This information will only be used to manage the policy and to provide the services set out in the policy documents.

### **Monitoring and recording calls**

Telephone calls may be monitored and recorded to monitor and improve service and to prevent or detect fraud

### **Interested parties**

The **Insured** should ensure that anyone else whose name has been supplied to Fortis Group in connection with this insurance policy is shown this notice as it will apply to them too.

### **Further information**

Individuals are entitled to receive a copy of the information held by Fortis Group. The Individual should contact our Data Protection Officer, giving their name, address and insurance policy number. A small administrative fee may be charged for this.

## **16 Contracts (Rights of Third Parties) Act 1999**

No party to this contract intends that any clause or term of this contract should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this contract.

## **17 Language**

Unless agreed otherwise, the contractual terms and conditions and other information relating to this contract will be in the English language.

## **18 Financial Services Compensation Scheme**

If we cannot meet our liabilities you may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of business and the circumstances of the claim. Compulsory insurance is covered in full. For non-compulsory (optional) insurance the first £2,000 is covered in full. For the rest of any claim or unused premium, compensation is made up to 90% of its value. You can get more information from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 020 7892 7300.

## What to do if you have a complaint

If you have experienced a problem with any part of our service, we will sort this out as quickly and fairly as possible.

### What you should do first

- If your complaint is about the way your policy was sold to you, contact Rees Astley Limited to report your complaint.
- If you have a complaint about a claim, call your claims handler first. You will find the claims handler's name and phone number on any letters they have sent you.

### If your problem has still not been sorted out

#### Step 1

Contact our Customer Service Adviser who will make sure that your complaint is dealt with at a senior level. You can write to us at the address below or e-mail us through our website at [www.fortisinsurance.co.uk](http://www.fortisinsurance.co.uk) (please include your policy number, policy reference and claim number if appropriate).

**Customer Services Adviser  
Fortis Insurance Limited  
Fortis House  
Tollgate  
Eastleigh  
Hampshire  
SO53 3YA**

#### Step 2

If this matter has still not been sorted out, you can write to Barry Smith, Chief Executive at the same address.

#### Step 3

If you have a Turnover less than £1,000,000 and you are not satisfied with our final decision, you can write to:

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

#### Service standards

We will reply to any letter you send us within two working days of receiving it. In our letter we will tell you who will be dealing with your complaint and when you should expect a reply.

Following the complaints procedure does not affect your legal rights.

## Making a Claim

If anything happens which may result in a claim being made:

### **Tell the Police**

Advise them immediately of any **Damage** caused by theft, attempted theft, malicious persons, or any loss of **Property**. Take all practical steps to discover the guilty persons and recover the **Property** lost or stolen.

### **Tell Us**

Contact the Fortis Claims Department on **0845 122 3283**. The line is open 24 hours a day, 365 days a year. The claims handler will ask your name, policy number and policy reference and full details of the loss circumstances. You will be advised on the procedures and what documentation is required by us to deal with your claim. Alternatively you can fax details on **0845 122 3017** or write to Commercial Claims, Fortis Insurance Ltd, Fortis House, The Square, Gloucester Business Park, Brockworth, Gloucester, GL3 4AD, England. Full claims procedures are noted under the General Conditions and Exclusions.

For loss or **Damage**: obtain 2 estimates for repairs or replacement (as appropriate). Do not delay sending in the claim form until you get the estimates – simply tell us on the form that they are being obtained, and send them to us when you have them.

For incidents involving **Damage** to other peoples' **Property** or **Injury** to others; do not admit liability or offer any payments.

Send us written details of the incident along with the names and addresses of any witnesses immediately. Send us every letter or other documents alleging liability of negligence, unanswered. It is very important that these are dealt with, by us, immediately.

### **Keep Evidence**

Keep all damaged **Property** and other evidence for inspection until you are advised by the police and us that you may dispose of it.

### **Underwritten by:**

#### **Fortis Insurance Limited**

Fortis House  
The Square  
Gloucester Business Park  
Brockworth  
Gloucester  
GL3 4AD  
[www.fortisinsurance.co.uk](http://www.fortisinsurance.co.uk)

Fortis Insurance Limited is authorised and regulated by the Financial Services Authority

Registered address Fortis Insurance Limited, Fortis House, Tollgate, Eastleigh, SO53 3YA  
Registered number 354568