



performance
film & media insurance

This summary is for reference purposes only and does not contain the full terms and conditions of your insurance. Please refer to your policies for the full terms and conditions. If you have any queries about any aspect of your insurance arrangements please contact me on the number detailed below.

Full Annual Members for the time being of Soul sound School Limited

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VERY IMPORTANT

DUTY OF DISCLOSURE OF 'MATERIAL FACTS'

Before you take out or renew any insurance policy, and at any time whilst you are insured by it, you have a duty to disclose all 'Material Facts'. A 'material fact' is anything which might influence an insurer as to whether to insure you or not, or continue with any insurance that you have, what premium to charge or conditions to impose.

You must make reasonable enquiries to confirm that the information you disclose in connection with an application for insurance (including during the term of such insurances or at renewal) is accurate and complete.

Examples of 'material facts' that need to be disclosed include (but are not limited to):

- any incidents of loss or claims or incidents that might give rise to a claim (whether or not any loss, damage or liability is covered by insurance, or whether an insurance claim is made or not),
- whether an insurer has declined a proposal for insurance, cancelled cover, refused to renew a policy etc.
- any changes in the directorship, ownership or structure of your company or business
- any changes to your business activities or percentage split in activities
- where you earn more than 50% of your annual fee income from any one client
- alterations to the normal form of business that you have told the insurers about.
- any changes to any of the territories you work in
- overseas activities (different territories have different rules and propensities for litigation and hence trading overseas may increase the level of risk for insurers)
- new products or activities (the activities you undertake are used to assess the perceived risk presented)
- criminal convictions or disqualification as a director in respect of anyone involved in the business,
- whether any director or partner has been involved in a business that has gone into liquidation / administration or similar, or if they have personally been bankrupt or been subject to a County Court Judgement or similar
- official notices or warnings from Councils or any other local or statutory authorities
- Any changes to any of the statements in the last Statement of Fact or any changes to the answers to any questions in the last proposal form you completed.

It does not matter that insurers have not asked for any information – you must still disclose it. You should keep a record (including copies of letters and emails) of all such information supplied. If you are in any doubt as to whether anything is a 'material fact' you must disclose it. Ask us for any advice you need as to whether something is a 'material fact'.

Non disclosure of material facts, particularly incidents of loss or damage at the premises, claims or incidents that may give rise to an insurance claim (whether any claim is made or not), or criminal convictions or disqualification as a director of anyone involved in the business, may: invalidate your insurance from the start of your policy; lead to a claim being declined or reduced; or additional terms or premium being imposed. See our guide to the Insurance Act 2015 for further details of what insurers may do.

You should be aware that failing to disclose certain information, such as additional premises or items or additional vehicles, may not invalidate your insurance, but it may mean that in the event of a claim insurers may pay less than is expected for these items or may not make any payment for them at all. For this reason all such information should be disclosed.

Your 'Duty of Disclosure of Material Facts' applies when you take out or renew any insurance policy, and at any time for all the whole time you are insured. You should therefore consider very carefully indeed whether there is anything at any time that is a 'material fact' which should be disclosed.

If you are in any doubt as to your obligation to disclose material facts having read this 'Important Notice', you must inform us straight away.

Average

If your sum insured is not enough to cover the full value of the items insured, the amount of any claim payment will be reduced in the same proportion.

This is best explained by providing an example:

True value at risk £ 100,000: Sum Insured £ 50,000: Amount of claim £ 10,000.

The actual amount paid would be 50% of the total claim as the sum insured only represents 50% of the value at risk and thus the settlement would be £ 5,000

For buildings the sum insured should be the rebuilding costs including debris removal and professional fees. Where buildings are insured on a Day One basis, the declared value needs to represent the totals costs referred to above. Depending on the percentage selected, your sum insured will be increased to take into account the effects of inflation since inception of the policy.

For plant, machinery, fixtures and fittings the sum insured should be the replacement cost as new.

For stock in trade the sum insured should be the purchase price or costs of manufacture.

Alteration

Your policy can be avoided if you fail to notify us immediately of any change of circumstance after the commencement of the insurance. Please refer to Page 106 for more information.

Claims

All policies contain conditions regarding the notification of claims. It is, therefore, important you:

1. Notify us immediately of any event or circumstances which might give rise to a claim together with preliminary details. In the case of Theft / Malicious Damage notify the Police who will provide a crime reference number;
2. Make no admission of liability and forward any correspondence from a potential claimant to us unanswered.
3. Provide, as soon as possible, such written evidence of the claim as may be required;
4. If a Writ or Summons is received, this should be sent to us at once unanswered, as any delay could prejudice your Insurers and thus your right to receive indemnity under the policy;
5. For some claims, Insurers have a Claims Helpline for reporting claims direct and to agree action quickly and efficiently. In these cases we will provide you with details.

Failure to comply with your claims conditions can invalidate your claim.

If a claim made by you or anyone acting on your behalf is fraudulent or exaggerated, your insurance policy may be void from inception.

Conditions

A condition must be exactly complied with continually. If you do not comply with a condition your insurers may not pay out a claim if your non compliance caused or contributed to the loss.

We would in particular like to point out the following important conditions contained within your policy wording and strongly recommend that you read these to ensure you continue to comply with the requirements:

Change in Occupancy

You must advise us immediately if any building insured becomes unoccupied or disused or any unoccupied or disused building becomes occupied

Construction

The buildings occupied are constructed of brick, stone or concrete; roofed with slates, tiles, concrete, metal or asbestos and heated by low pressure hot water or steam, oil fired space heaters fed from a fuel tank in the open or overhead gas or electric appliances. If your premises do not comply with these requirements you must inform us immediately.

Additional conditions applicable to each section have been detailed under those sections

Conditions Precedent to Liability

All conditions precedent must be exactly complied with. Any failure to comply with the conditions may result in insurers rejecting any subsequent claims.

We would in particular like to point out the following important conditions precedent to liability contained within your policy wording and strongly recommend that you read these to ensure you continue to comply with the requirements:

Claims Notification

You must immediately notify us or insurers of any event or occurrence which may result in a claim, and immediately notify the police where the claim is due to theft or malicious damage. You must provide written details of the claim within 30 days and provide insurers with all information and help that they may require. You must not admit any liability and any claims made by third parties against you should be passed to us or insurers unanswered. Please refer to pages 106 and 107 of your policy wording for full details.

Reasonable Precautions

You must maintain the premises, plant, machinery and equipment in a satisfactory state of repair, take all reasonable precautions to prevent loss or damage to the property insured, comply with all regulations and keep accurate and full records. You must take reasonable precautions to prevent accidents or injury to any third parties or damage to their property. You should keep books with a complete record of purchases and sales.

Additional conditions precedent applicable to each section have been detailed under those sections

Utmost Good Faith

All contracts of insurance are subject to a legal duty to show 'Utmost Good Faith', in that both you and the insurers have a duty to disclose, clearly and accurately, all 'material facts' (as mentioned above) relating to the proposed insurance, and to take all reasonable care to prevent or minimise any loss or claim or the chances of any loss or claim happening.

Subrogation

Subrogation only arises where the insurer pays your claim under a contract of indemnity (compensation for financial loss), and allows your insurer to take over any rights you may have against other parties with regard to making recoveries to minimise their loss.

Your policy contains provisions that either exclude your insurers from liability or allow them to reduce their liability if you have entered into any agreements or contracts that exclude or reduce your rights to recover damages from another party in relation to any loss, damage or destruction.

You may prejudice your rights with regard to a claim if, without the prior agreement from your insurer, you make any arrangement with a third party which will prevent your insurer from recovering any loss from that, or another, party.

Excess

This is the first part of a claim under the insurance policy that you must pay yourself. If the amount of loss is less than the excess, there will be no payment from the insurance. If the amount of the loss is more than the excess, then the excess will be taken away from the payment made by your insurers.

Subjectivities

If your insurers agree to insure you subject to certain requirements, failure to comply with them may result in cover not being in place. If a subjectivity is imposed, it will set out details of the necessary condition / action, the timescales for it to be met, any special terms that will apply until it is met, and the consequences if it is not met or not met in time.

1. Subject to payment of the Invoice within the timescale specified. If electing to pay by direct debit, you must return the Direct Debit Mandate (if applicable) within 7 days of receipt of this document.
2. Subject to the Survey of the Premises noted in the schedule (if applicable) and the completion of any risk improvements within the timescales specified by the Surveyor

Sum Insured / Limit of Indemnity

This is the maximum amount that the insurers will pay under your insurance

General Exclusions

The following risks are excluded from all sections of your policy.

Terrorism (Unless this Cover is stated as Insured in your Policy Schedule)

War and nuclear risks

Sonic Bangs

Electronic Risks

Your Insurance Summary

Insured Title

You must make sure that your title includes all companies and entities to be insured under this policy. (Dormant companies and trading titles should be included where cover is required for them)

Full Annual Members for the time being of Soulsound School Limited

Business Description

Your business description as we understand it to be is:

The Insured's occupation as a Sound Designer or Sound Engineer (including the design, installation and operation of sound systems, the recording of sound and related recording studio activities), Lighting Designer or Lighting Technician (including the design, installation and operation of lighting systems for film, TV, theatre and live events), Audio Visual Technician working in film, TV, theatre and live events and a teacher or mentor of any activity described above.

You must advise us if this information is in anyway inaccurate as it may affect your insurer's opinion of the risk your business represents to them

Insurer

Aviva Insurance Limited

Period of Insurance

30/04/2020 - 29/04/2021

Premium

As Per Your Membership including Insurance Premium Tax at 12%

Important Notice

This summary has been prepared for ease of reference and is designed to outline the insurance cover provided in easy understood terms. It does not, therefore, show the full terms, conditions and exceptions of the insurance for which reference must be made to the policy documents, particularly the Policy Wording. Within the Summary of the policy sections below where references are made to pages, these are pages within the Policy Wording.

The policy documents are the only legal evidence of the insurance cover granted and so should be carefully checked to ensure that they meet your requirements.

If there are any points that you believe to be incorrect, or of which you are unsure, please contact us. This document has been prepared to meet your specific requirements and is for your sole benefit. It has not been prepared for, and may not meet, the requirements of any other party and the information contained within it may be subject to change. Any third party to whom it is supplied should take such steps as it considers necessary to satisfy itself that its own requirements have been met.

Public and Products Liability

Public Liability

Indemnity for your legal liability due to death or bodily injury or disease suffered by third parties, or loss of or damage to third party property arising in the course of your business within the territorial limits specified below. The limit of indemnity applies in respect of any one loss or series of losses arising from one event.

Products Liability

This section provides you with indemnity for your legal liability due to death or bodily injury or disease suffered by third parties, or loss of or damage to third party property arising from the sale or supply of products within the territorial limits specified below. The limit of indemnity applies in respect of any one period of insurance.

Territorial Limits

Anywhere in the world in connection with the business conducted by you from premises within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Main Exceptions

A full list of exceptions under this section are noted on pages 80- 84 in your Policy Wording, however we would like to bring the following exceptions to your attention

Injury to any employee

Liability arising from vehicles used in circumstances where compulsory insurance is required under the terms of the Road Traffic Acts

Liability arising from the ownership or use of aircraft, aerial device, hovercraft or watercraft (exceeding 8 metres)

Loss or damage to property being worked upon by you

Loss or damage to property in your custody or control

Liability arising from any work undertaken at any offshore installation

Any liability you assume under contract, which would not have attached to you had the contract not existed

Liability arising out of any professional advice given for a fee or in circumstances where a fee would normally be charged

Products knowingly supplied for use in aircraft or to be exported to the USA or Canada

Other Terms and Conditions

Height Limit 10 Metres

Claims Notification

You must notify us or insurers immediately of any event which may possibly lead to a claim being made against you and no offer, payment, promise or admission of liability must be made without your insurer's agreement.