

# Schedule for Your Commercial Combined Insurance Policy

Produced on 30 December 2021

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## Your Renewal Schedule

Please keep The Schedule safe with Your policy.

This Schedule outlines your cover. Clauses and Conditions applying to your cover are detailed in the Clauses and Conditions Schedule and should be read and understood in conjunction with your policy wording.

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## Policyholder Details

<b>The Policyholder</b>	Individual Registered Members of the Musicians' Union
<b>Contact address</b>	MU HQ 30, Snowsfields London, SE1 3SU
<b>The Business</b>	Musicians more fully described in the Full Definition of Business Activities

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## Policy Details

<b>Policy number</b>	100587247CCI
<b>Effective date</b>	01 January 2022
<b>Expiry date</b>	31 December 2022
<b>Annual premium (excluding Insurance Premium Tax)</b>	£49,937.33
<b>Insurance Premium Tax</b>	£5,992.48
<b>Total amount due</b>	<b>£55,929.81</b>

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## Insurance Adviser Details

<b>Your Insurance Adviser</b>	HENCILLA CANWORTH GI LIMITED SIMPSON HOUSE 6 CHERRY ORCHARD ROAD CROYDON CR9 6AZ
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## Important

If the information in The Schedule is incorrect or incomplete, or if the insurance does not meet Your requirements, please tell Us as soon as possible.

You are reminded of the need to tell Us immediately of any circumstances or changes which We would take into account in Our assessment or acceptance of this insurance as failure to disclose all relevant circumstances may invalidate Your policy, or may result in the policy not operating fully.

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## Summary of Cover

<b>The Policyholder</b>	Individual Registered Members of the Musicians' Union
<b>The Business</b>	Musicians more fully described in the Full Definition of Business Activities

There may be differences in the cover selected between premises, so please check the details carefully.

### Sections You have chosen to cover:

Public and Products Liability



**Other sections available that You have chosen not to cover:**

Property Damage, Money and Assault, Goods In Transit, Business All Risks, Frozen Foods, Contract Works, Machinery, Computer, Plant and Equipment, Renewable Energy, Cyber, Business Interruption, Terrorism, Employers' Liability, Commercial Legal Protection, Professional Indemnity, Commercial Crime, Management Liability, Inspection Service, Group Personal Accident, Business Travel

**Conditions**

*The following conditions apply across all sections of your policy in addition to the conditions contained within your Policy Wording unless otherwise stated*

**Claims Procedure**

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (1) tell Us immediately of any event or occurrence which may result in a claim
- (2) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves
- (3) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within
  - (a) 30 days, or
  - (b) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons of You becoming aware of the event or occurrence, or such further time that We may allow
- (4) provide Us with all information and help We require in respect of the claim
- (5) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy
- (6) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement
- (7) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

**Subjectivity Condition**

The insurance cover provided by Aviva may be subject to You or Us carrying out certain actions. We will clearly state below if the insurance provided by Us is subject to You

- (1) providing Us with any additional information requested by the required date(s)
- (2) allowing Us access to The Premises, Your Contract Sites, and/or The Business to carry out surveys
- (3) completing any actions agreed between You and Us by the required date(s)
- (4) allowing Us to complete any actions agreed between You and Us.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at our option

- (1) modify the premium
- (2) make amendments to the terms and conditions of the insurance cover
- (3) require You to make alterations to The Premises for which We have provided an insurance cover by the required date(s)
- (4) withdraw any insurance cover provided
- (5) leave the terms and conditions of the insurance cover and the premium, unaltered.

We will contact You with our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved We will withdraw the insurance cover.

The above conditions do not affect Our right to withdraw any insurance cover if We discover information material to Our acceptance of the risk that was not disclosed when requesting the original quotation.

**Rating Stability Agreement with Premium Rebate**

Applicable Sections	IBNR Factor	Premium Rebate Calculation Date
Public and Products Liability	25%	6 Months after the Annual Renewal Date

**Period of Agreement**

From 01 January 2021 Expiring on 31 December 2023

**Period of Insurance**

Each 12 months period within the Agreement commencing from the inception date of this Agreement.

**Premium Adjustment**

A premium discount of 5.00% has been applied to Your Public and Products Liability Section(s).

You have agreed, with effect from the date stated above, to offer annually for the period of this Agreement, the insurance under the Applicable Sections of this policy

- (1) at the Premium Rates at the inception of this Agreement
- (2) at the terms and conditions at the inception of this Agreement

and subject to:

You paying the premiums annually in advance

We agree to accept such an offer made in accordance with this Agreement provided that:

- (1) We may amend such rates, terms and conditions, restrict or vary cover, terminate or re-negotiate this Agreement if:
  - (a) the cumulative total Loss Ratio for the period commencing from the inception date of this Agreement until the Annual Renewal Date stated in The Schedule exceeds 50.00% under the Applicable Sections of this policy.
  - (b) there is any change in legislation or legal practise, taxes, the cost or availability of reinsurance, insurance industry market practice, or legal precedent established in any court of law which has a material effect upon any one of the Applicable Sections.
  - (c) You acquire, set up, dispose of or discontinue any:
    - (i) business or business activity
    - (ii) company or other entity carrying on such a business or business activity
    - (iii) Premises or interest in The Premises which has any material effect on Your Business.
  - (d) there is any material alteration in The Premises or the nature of Your Business.
- (2) We also retain the right to terminate or re-negotiate this Agreement if You and Us fail to agree on the completion of any Subjectivities detailed under the terms of the Subjectivity Condition.

If We make any such amendments, then You have the right to terminate this agreement. However, You will be deemed to have agreed to continue with the Agreement on the basis of the revised terms and conditions for the remainder of the Period of Agreement, unless We receive notification from You to the contrary within 30 days of Us sending You notice of the amendments.

- (3) The Sums Insured or limits of liability may be increased or reduced at any time to reflect the acquisition or disposal of property or businesses or to correspond with any increase or reduction in values or increase or reduction in The Business. The premium will be adjusted to account for such alterations.
- (4) This Agreement will apply to any policy or policies which may be issued by Us within the above period in substitution for this policy.
- (5) In respect of any Section(s) of this policy to which this Agreement does not apply, if any adjustments are made to the rates, terms and/or conditions of such Section(s), which results in such Section(s) being lapsed or cancelled, then if both We and You agree that this Agreement shall terminate.
- (6) This Agreement does not apply to the imposition of or increase in Insurance Premium Tax.

**Premium Rebate**

Subject to You offering renewal of the insurance under the Applicable Sections of this policy for a minimum of a further 12 months at each Annual Renewal Date, and for a minimum of a further 12 months from the expiry date of this Agreement. We will provide a return of premium to You in accordance with the following scale, providing that the parameters of the Loss Ratio as set out in the table below are not exceeded on either an annual or cumulative basis over the Period of the Agreement.

Loss Ratio not exceeding	Premium Rebate
20.00%	10.0%
30.00%	7.5%
40.00%	5.0%

**For the purpose of this Agreement, the following definitions apply:**

**Loss Ratio**

The annual Incurred Claims Cost expressed as a percentage of the annual Premiums Paid (to the nearest 1%).

Where the Incurred Claims Cost has been calculated prior to the expiry of the Period of Insurance, an adjustment will be made for the expiring months to represent a full year, enabling a 12 month Loss Ratio to be calculated.

Any rebate allowed may be subject to subsequent annual recalculation until all claims for that year have been settled or terminated.

**Incurred Claims Cost**

The total of claims paid and outstanding reserves accruing to the Period of Insurance being adjusted, plus an IBNR factor in respect of claims incurred but not yet reported to Us.

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**IBNR Factor**

The factor detailed above which is applied to the relevant section specified in the Applicable Sections in respect of claims incurred but not yet reported to Us.

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**Premium Rebate Calculation Date**

The date on which We will calculate any premium due to You under the terms of this Agreement under each Applicable Section.

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**Premiums Paid**

The total Net, premiums paid in respect of the Applicable Sections for the period commencing at the inception of this Agreement, up to each subsequent Annual Renewal Date (annual renewal premium and any mid-term or end of year adjustments, including any profit adjustments made under this Agreement) but excluding any IPT or taxes.

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**This Agreement is subject to all other terms and conditions of the Policy.**

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**Contact Details for Claims and Help**

**Do You or Your employees use a Smartphone or Tablet Device?**

Why not scan the QR Code and store Our contact details directly to Your device?



**Services**

As an Aviva customer, You can access additional services to help You keep Your business running smoothly. For Our joint protection telephone calls may be recorded and/or monitored.

**Claims Service: 0800 015 1498**

A 24 hour, 365 days a year claims line providing You with emergency assistance whenever it is required. When We know about Your problem, We will start to put the solutions in place.

**Legal and Tax Helpline 0345 300 1899**

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. This service, given in confidence, is included as part of your insurance policy.

**Commercial Legal Protection 0345 300 1899**

If you have Commercial Legal Protection cover, please call the helpline for legal advice as soon as you are aware of an incident. Please have your policy number to hand.

If You think that You might need to claim please contact the helpline on **0345 300 1899** and obtain a reference number. A claim form is also available to download at [www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection).

**Risk Solutions Helpline 0345 366 6666**

Call for advice on safety, fire, security and other issues that can affect Your business. Most enquiries can be dealt with over the telephone, but if We can't give you an immediate answer, We will deal with your enquiry within one working day.

This service is available during office hours with an answering service outside these times.

**Counselling Service Helpline 0117 934 0105**

This is a confidential service available to Your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

## Contact Details for Claims and Help *(continued)*

### Website - <https://avivabusinesslaw.farill.io/>

This service (provided by DAS Businesslaw and powered by Farillio) is built specifically to help businesses manage a wide range of business and legal issues. You'll get access to:

- unlimited legal advice via the legal advice helpline
- a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help you with the day-to-day running of your business, as well as helping you to manage your exposure to legal risk
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- topics range from branding, crowdfunding, financial and tax planning, to marketing strategy to help build and grow your business
- email alerts on changes in law, legislation and regulation

To register

1. Visit <https://avivabusinesslaw.farill.io/>
2. Enter the voucher code DASBAV1100 into the 'First time using Aviva Businesslaw?' box and click 'Validate Voucher'
3. Fill out your name, email address, and create a password
4. Validate your email address by pressing the link in the confirmation email that you receive.

## Public and Products Liability

The operation of any limit of indemnity or excess is stated in The Schedule or the relevant Clause, Condition, Section or Endorsement of Your policy.

<b>Limit of Indemnity:</b>	£10,000,000
<b>Terrorism Limit of Indemnity:</b>	£5,000,000

### Description of Activities

Musicians	£121,385	Turnover
Musicians	30500	Per Capita

**Index Linking:** Applies to all the Activity Descriptions monetary amounts detailed above.

**Endorsements applying to Public and Products Liability** (subject otherwise to the terms and conditions shown in Your policy).

### Excess

We will not provide cover for the first amount of £100 of Compensation, Costs and Expenses in respect of each and every event of Damage to Property.

### North American Products Supplied Exception

We will not provide cover for Products Supplied which The Insured know, could be expected to know or knew would be used within the United States of America or Canada.

### Professional Indemnity Exceptions

We will not provide cover for errors, omissions, misstatements or neglects in any

- (1) advice given by You or on Your behalf
  - (2) (a) plan, survey report, certificate or any similar document
    - (b) design, formula, instruction or specification
    - (c) computer program
- prepared by, or on behalf of, The Insured.

### FULL DEFINITION OF BUSINESS ACTIVITIES

- ß This policy is only operative whilst the individual registered members of Musicians' Union are performing, rehearsing, auditioning or composing either solo or as part of a group, band or orchestra and/or whilst teaching or mentoring in the field of music either at the member's own home or any other place and in transit thereto and therefrom including the setting up and dismantling of equipment and/or individual registered members of the Musicians' Union whilst setting up, operating and dismantling sound or lighting equipment at ground level only.

### LIMITED COMPANY EXCEPTION

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ß We will not provide indemnity in respect of:

(1) any Limited company as defined under the Companies Act 1985 or any subsequent legislation where such company has more than one director unless that additional director is a family member and engaged in clerical duties only

(2) work performed under a formal partnership arrangement with any party who is not a member of the Musicians Union

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**INCLUSION OF WEST END ON SEA PRODUCTIONS LTD**

ß It is agreed that cover under the above policy extends to include the Directors of West End On Sea Productions Ltd in their capacity as musicians whilst they remain members of the Musicians Union

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**PYROTECHNICS EXCEPTION**

ß We will not provide indemnity in respect of legal liability arising from or in connection with the use of pyrotechnics explosives or any special effects involving fire or explosion.

## Clauses and Conditions Schedule

### Introduction

The Clauses and Conditions included in this Schedule apply to the covers you have selected. This document should be read in conjunction with your cover Schedules.

## Clauses

### Public and Products Liability

**Clauses applying to all Public and Products Liability Risks on cover** (subject otherwise to the terms and conditions shown in Your Policy).

The following clauses are applicable and are displayed in full in Your Policy wording:

Additional Activities, Buildings Temporarily Occupied, Consumer Protection Act 1987 and Food Safety Act 1990, Contractual Liability, Corporate Manslaughter and Corporate Homicide Act 2007, Cross Liabilities, Defective Premises, Employees' and Visitors' Personal Belongings, Health and Safety Legislation, Motor Contingent Liability, Overseas Personal Liability

The following clauses are applicable and are displayed in full in Your Policy wording with the information below explaining any values relating to each of them:

<b>Data Protection Act 1998</b>	Maximum payable any one Period of Insurance	£1,000,000
<b>Hired or Rented Premises</b>	Excess	£250
<b>Payment for Court Attendance</b>	Limit per day (You/director/partner)	£500
	Limit per day (Employee)	£250

## Action You Must Take

The following Conditions apply in addition to any Conditions stated in Your policy wording.

### The following Condition applies to all Sections

#### Reasonable Precautions and Maintenance of Property

You must

- (1) maintain all premises and equipment, including fire extinguishing and security equipment, in a continuous satisfactory state of repair and in full working order in accordance with the manufacturers instructions and servicing requirements.
- (2) take all reasonable precautions to prevent loss, destruction or damage to the property insured and accident or injury to any person or loss, destruction or damage to their property.
- (3) conduct The Business in a lawful manner, complying with all legal requirements and safety regulations.
- (4) keep a record of purchases and sales.

