



POLICY SUMMARY - DECEMBER 2023

MAKING MUSIC COMMERCIAL COMBINED

KEY FACTS SUMMARY

The Making Music Commercial Combined policy is a comprehensive All Risks product that is designed to meet your business and commercial insurance needs.

As standard, the policy will provide cover for:

- Section 1: Public Liability
- Section 2: Products Liability
- Section 3: Employers' Liability
- Section 4: Directors' and Officers' Liability
- Section 5: Money and Assault

The following optional covers are also available. Your schedule will show if you have selected them:

- Section 6: All Risks
- Section 7: Cancellation and Abandonment
- Section 8: Property Damage

Your cover is valid for a period of 12 months or as detailed in your policy schedule and is renewable annually

The following significant benefits are available to you as a Making Music Commercial Combined policyholder.

All Risks Cover as Standard

Property Damage and All Risks covers are not restricted to loss or damage at your business being attributed to specified events.

Helplines

A number of 24 hour Helpline services will be available to you, your business and employees including business assistance following premises damage or glass breakage plus Commercial Legal & Tax Advice and Employee Counselling.

Important

This document provides a summary of the significant benefits, features and limitations of the cover. The full terms, conditions and exclusions of your policy can be found in your policy wording, so please take time to read it in conjunction with the Statement of Fact and policy schedule and make sure you understand the cover provided.



CONTACT US

If you need to make a claim please call: **0330 024 2266**

Please have your policy number to hand when contacting us.
All calls may be recorded for training and evidential purposes.

GENERAL POLICY CONDITIONS AND EXCLUSIONS

General Policy Conditions and Exclusions

- Alteration in Risk Condition
- Reasonable Precautions Condition
- Sanctions Condition
- Electronic Risk Exclusion
- Communicable Disease Exclusion

For full details of the exclusions and conditions please refer to the General Conditions, Claims Conditions and General Exclusion Sections of the policy document.

SECTION 1: PUBLIC LIABILITY

Significant features, benefits, exclusions or limitations of the policy

Provides protection against your legal liability for injury to members of the public and damage to their property up to the Limit of Indemnity stated in the schedule plus any costs and expenses.

Significant Features and Benefits	Significant Exclusions and Limitations
<p>Contingent Motor Liability</p> <p>Contractual Liability</p> <p>Corporate Manslaughter - £5,000,000 or the Limit of Indemnity shown in the schedule, whichever is the lower, any one period of insurance</p> <p>Court Attendance Compensation - £750 per day for you, any director or partner; £250 per day for employees</p> <p>Defective Premises Act 1972</p> <p>Environmental Clean Up Costs - up to the Limit of Indemnity for any one occurrence and in the aggregate for any one period of insurance</p> <p>General Data Protection Regulations - £1,000,000 or the Limit of Indemnity shown in the schedule, whichever is the lower, any one period of insurance</p> <p>Health & Safety at Work Act 1974</p> <p>Indemnity to Other Persons</p> <p>Legionella - £500,000 for any one occurrence and in the aggregate for any one period of insurance</p> <p>Libel and Slander - £100,000 in any one period of insurance</p> <p>Overseas Personal Liability</p>	<ul style="list-style-type: none">• Abuse - up to £1,000,000 any one period of insurance and in the aggregate• Communicable Disease - up to £1,000,000, any one period of insurance and in the aggregate• Bodily injury to any employee• Damage to products or the cost of making good or recalling such products or the cost of rectifying defective work• Damage to property which you or any of your employees are or have been working on• Cover for acts of Terrorism is limited to £2,000,000 or the Limit of Indemnity stated in the schedule, whichever is the lower• Fines, penalties or liquidated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages• The provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged• Pollution or contamination other than that caused by a sudden identifiable unintended and unexpected incident• Liability arising directly or indirectly out of exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos, and the cost of cleaning up, or removal of, or damage to property or any product arising out of any asbestos or asbestos fibres• Liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:<ul style="list-style-type: none">– any Cyber Act or Cyber Incident including but not limited to any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident– loss of use, reduction of functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data

SECTION 1: PUBLIC LIABILITY

Significant features, benefits, exclusions or limitations of the policy

Significant Features and Benefits	Significant Exclusions and Limitations
	<p>This Exclusion shall not apply in respect of:</p> <ul style="list-style-type: none">- Bodily Injury- physical damage to material property directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act or a Cyber Incident <ul style="list-style-type: none">• Any liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other section had this insurance not been effected• Hazardous locations• The excess <p>Please see the Public Liability Section, General Exclusions, General Conditions and Claims Conditions.</p>

SECTION 2: PRODUCTS LIABILITY

Significant features, benefits, exclusions or limitations of the policy

Provides protection against your legal liability following Injury or damage to members of the public and their property caused by your products up to the Limit of Indemnity stated in the schedule plus any costs and expenses. For any claim brought in Canada, the United States of America or any territory within its jurisdiction, the most we will pay, inclusive of costs and expenses, is the Limit of Indemnity stated in the schedule.

Significant Features and Benefits	Significant Exclusions and Limitations
<p>Consumer Protection & Food Safety Acts</p> <p>Corporate Manslaughter - £5,000,000 or the Limit of Indemnity shown in the schedule, whichever is the lower, any one period of insurance</p> <p>Court Attendance Compensation - £750 per day for you, any director or partner; £250 per day for employees</p> <p>Cross Liabilities</p> <p>Health & Safety at Work Act 1974</p>	<ul style="list-style-type: none">• Communicable Disease - up to £1,000,000, any one period of insurance and in the aggregate• Loss or destruction of or damage to products or the cost of making good or recalling such products nor the cost of rectifying defective work• Loss or destruction of or damage to property which you are working on• Cover for acts of Terrorism is limited to £2,000,000 or the Limit of Indemnity stated in the schedule, whichever is the lower• Fines, penalties or liquidated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages• Pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place• Liability arising directly or indirectly out of exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos, and the cost of cleaning up, or removal of, or damage to property or any product arising out of any asbestos or asbestos fibres• Damages where action is brought in a court of law outside a member state of the European Union• Liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:<ul style="list-style-type: none">– any Cyber Act or Cyber Incident including but not limited to any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident– loss of use, reduction of functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data

SECTION 2: PRODUCTS LIABILITY

Significant features, benefits, exclusions or limitations of the policy

Significant Features and Benefits

Significant Exclusions and Limitations

This Exclusion shall not apply in respect of:

- Bodily Injury
- physical damage to material property

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act or a Cyber Incident.

- Any liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other section had this insurance not been effected
- Products that you knowingly export directly or indirectly to the USA or Canada (unless specifically extended)
- Products used in aircraft, space, petro-chemical, gas, offshore, shipbuilding and repair or nuclear industries
- Products used in the motor industry other than those not affecting safety, stability, steering or braking of the vehicle
- The excess

Please see the Products Liability Section, General Exclusions, General Conditions and Claims Conditions.

SECTION 3: EMPLOYERS' LIABILITY

Significant features, benefits, exclusions or limitations of the policy

Provides protection against your legal liability to pay compensation in respect of injury sustained by your employees in the course of the business up to a limit of £10,000,000 including costs and expenses

Significant Features and Benefits	Significant Exclusions and Limitations
<p>Contractual Liability</p> <p>Corporate Manslaughter - £5,000,000 any one period of insurance</p> <p>Court Attendance Compensation - £750 per day for you, any director or partner; £250 per day for employees</p> <p>Cross Liabilities</p> <p>Health & Safety at Work Act 1974</p> <p>Indemnity to Other Persons</p> <p>Unsatisfied Court Judgements</p>	<ul style="list-style-type: none">• Injury to any employee where motor insurance is required by any road traffic legislation• Working on any offshore installation or whilst in transit to or from any offshore installation• Cover for acts caused by Terrorism is limited to £5,000,000• Fines, penalties or liquidated, punitive or exemplary damages or any additional damages resulting from the multiplication• Any liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other section had this insurance not been effected• Hazardous locations <p>Please see the Employers' Liability Section, General Exclusions, General Conditions and Claims Conditions.</p>

SECTION 4: DIRECTORS' AND OFFICERS' LIABILITY

Significant features, benefits, exclusions or limitations of the policy

Provides protection against legal defence costs and damages awarded against one of your directors, officers, governors, committee members or trustees arising from a wrongful act by them in the course of their duties as a director, officer, governor, committee member or trustee, up to the limit of indemnity £100,000.

Significant Features and Benefits

Emergency Costs and Expenses - 10% of the limit of indemnity in the schedule

Extending Reporting Period

Legal Representation - £100,000 in the aggregate during the period of insurance

Outside Organisations

Pollution or Contamination Defence Costs - £100,000 forming part of the limit indemnity stated in the schedule in any one period of insurance

Retired Insured Persons

Standard Cover:

Cover sub-section A - Directors' and Officers' Liability

Cover sub-section B - Entity Reimbursement

Cover sub-section C - Entity Liability

Cover under this section is for claims made during the period of insurance.

Significant Exclusions and Limitations

- Communicable Disease - up to the limit of indemnity stated in the schedule or £1,000,000 whichever is the lesser, inclusive of all costs and expenses, in, any one period of insurance and in the aggregate
- any loss or claim involving:
 - trading losses, liabilities or debts
 - defamation, libel or slander resulting from errors or omissions in printing
 - an insured person acting as external or statutory auditor, liquidator, receiver, administrator or administrative receiver
- any loss or claim involving:
 - a gain in profit or advantage with no legal entitlement
 - dishonest, fraudulent or malicious act or omission
- breach of professional services
- losses in connection with persons or entities holding beneficially or more than 20% of share of capital
- losses attributable to actual or intended listing of capital on the stock exchange
- any claim arising from abuse
- medical malpractice
- liability from any joint venture, consortium or profit sharing scheme
- loss from failure to maintain insurance or finance
- liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
 - any Cyber Act or Cyber Incident including but not limited to any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident
 - loss of use, reduction of functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.

SECTION 4: DIRECTORS' AND OFFICERS' LIABILITY

Significant features, benefits, exclusions or limitations of the policy

Significant Features and Benefits	Significant Exclusions and Limitations
	<p>This Exclusion shall not apply in respect of:</p> <ul style="list-style-type: none">– Bodily Injury– physical damage to material property directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act or a Cyber Incident. <ul style="list-style-type: none">• liability arising out of acting in the capacity of trustee, fiduciary or administrator of any employer-sponsored pension or superannuation scheme or superannuation programme• statements known to be libellous or slanderous at the time they were made• contractual liability unless such liability would have existed in the absence of such contract• taxes, fines, penalties or liquidated, punitive or exemplary damages, aggravated or multiplied damages or claims deemed uninsurable by law• any liability under Cover sub-section C – Entity Liability:<ul style="list-style-type: none">– arising out of responsibility, duty or obligation imposed by law in relation to health and safety, unemployment, social security, retirement or disability benefits or similar law– arising out of any act or omission, responsibilities, obligation or duties imposed by the Transfer of Undertakings (Protection of Employment) Regulations 2006– salary or wages earned or employment related benefits– for contractual damages based on terms of a contract of employment– incurred to modify a building or property in order to make such building or property more accessible or accommodating to any disabled persons• the excess <p>Please see the Directors' and Officers' Liability Section, General Exclusions, General Conditions and Claims Conditions.</p>

SECTION 5: MONEY AND ASSAULT

Significant features, benefits, exclusions or limitations of the policy

Provides cover for loss of business money and compensation in the event of an insured person being injured as a direct result of theft or attempted theft of money.

Significant Features and Benefits

Standard Limits:

Loss of Non-Negotiable Money - £500,000

Loss of Negotiable Money:

- in transit, in your personal custody or in the custody of any authorised employee or in a bank night safe
- on the premises during business hours
- on the premises out of business hours contained in a locked safe
- on the premises out of business hours not contained in a locked safe
- at your home or home of an authorised insured person
- loss of:
 - Negotiable Money and travellers cheques - £1,250
 - Negotiable Money in collection tins and envelopes - £60

occurring anywhere in Europe.

Credit Cards - £5,000 any one period of insurance

Safes - cost of repair or replacement

Increased Money limits can be considered upon request.

Optional:

Loss of Money in coin operated machines

Significant Exclusions and Limitations

- Accompaniment Condition
- Clerical or accounting errors or shortages due to error or omission
- Loss from any unattended vehicle
- Any loss due to the fraud or dishonesty of any director, partner or employee unless the loss is discovered within ten working days
- Loss from any coin-operated vending, gaming or amusement machine or payphone unless specially agreed by us
- Theft or attempted theft occurring outside business hours to any till or cash register unless its drawer has been left in an open position containing no Money
- The excess

SECTION 5: MONEY AND ASSAULT

Significant features, benefits, exclusions or limitations of the policy

Significant Features and Benefits

Personal Assault Extension – the benefits are:

- Death – £25,000
- Loss of Limb – £25,000
- Loss of Sight – £25,000
- Permanent Total Disablement – £25,000
- Temporary Total Disablement – £250 per week (up to 104 weeks)
- Temporary Partial Disablement – £62.50 per week (up to 104 weeks)

Counselling Costs – £1,000 any one insured person; £5,000 in total for all insured persons

Medical Expenses – £1,000 any one insured person

Personal Effects – £500 any one insured person

Significant Exclusions and Limitations

- Illness or disease not resulting from Injury or suffering from injury due to any gradually operating cause
- Intentional self-injury, provoked assault or wilful exposure to needless peril (except in an attempt to save human life)
- The influence of intoxicating liquor or drugs
- Personal assault benefits to any person aged under 16 or over 70 years

Please see the Money & Assault Section, General Exclusions, General Conditions and Claims Conditions.

SECTION 6: ALL RISKS

Significant features, benefits, exclusions or limitations of the policy

Provides cover for accidental loss or destruction of or damage to specified items within the Territorial Limits of the UK or the EU up to the sum insured stated in the schedule.

Significant Features and Benefits

Movable property on permanent or long term loan to you

Musical scores including those temporarily hired or borrowed

Items on short-term hire or loan to you

Contents and other movable property belonging to you including:

- Personal Effects not exceeding £250 any one person
- Money not exceeding £1,000
- Wines, spirits and tobacco for entertainment purposes not exceeding £500

[Index Linking](#)

[Non-invalidating](#)

[Subrogation Waiver](#)

[Vending Machines](#) - £100 any one occurrence

Significant Exclusions and Limitations

- Limits any one item apply, please refer to your schedule
- Wear, tear, depreciation or diminution in value
- Use of any article contrary to manufacturers' instructions
- Storm or flood unless the property is contained in an enclosed vehicle or in a building
- Inherent vice, latent defect, defective design, plan of specification or the use of faulty materials
- Faulty or defective workmanship
- Dry or wet rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
- Change in temperature, colour, flavour, texture or finish
- Theft or attempted theft of unattended property or from an unattended vehicle unless secured or from unattended/closed premises unless secured
- The excess

Please see the All Risks Section, General Exclusions, General Conditions and Claims Conditions.

SECTION 7: CANCELLATION AND ABANDONMENT

Significant features, benefits, exclusions or limitations of the policy

Provides cover for irrecoverable expenses incurred by you where an event is necessarily and unavoidably abandoned, cancelled or postponed due to an unforeseen, unavoidable cause beyond your control during the period of insurance up to the limits stated in the schedule per event and in total in any one period of insurance as shown on your schedule.

Significant Features and Benefits

Abandonment, cancellation, or postponement within:

- Three months immediately preceding the scheduled date of the performance where an artist is unable to appear due to causes outside of their control, or
- The twelve months preceding the scheduled date of the performance for causes outside of your control other than the failure of the artist to appear

Additional Expenses incurred up to the cost of cancelling the performance will be paid where a performance is postponed, or substitute artists are engaged in order to prevent cancellation of the performance

Adverse Weather at any outdoor venue

Significant Exclusions and Limitations

- Limits apply per event and in total in any one period of insurance as shown on your schedule
- Higher limits are available for an additional premium
- Excludes cancellation due to:
 - circumstances expected to cause abandonment, cancellation, or postponement of the event, which were known to you prior to and/or at the commencement of the cover
 - loss of or damage to property
 - a breach of contract
 - poor ticket sales
 - insufficient or lack of finance
 - unavailability of the venue due to work being carried out by contractors
- You must take reasonable precautions to prevent or minimise damage, accident or bodily injury

Please see the Cancellation and Abandonment Section, General Exclusions, General Conditions and Claims Conditions.

SECTION 7: PROPERTY DAMAGE

Significant features, benefits, exclusions or limitations of the policy

All Risks cover for damage to property insured occurring within 50 metres of the premises.

Significant Features and Benefits

Additional Costs of Construction – Energy Efficiency – £1,000,000 or 15% of the Property Damage sum insured, whichever is the lower

Additional Statutory Costs – 15% of the sum insured for undamaged portions – 15% of the total amount for which we would have been liable had the property been wholly destroyed

Architects' and Surveyors' fees

Capital Additions – £1,000,000 or 15% of the Property Damage sum insured, whichever is the lower

Contract Works – £250,000 any one single contract

Contractors Interest – £250,000 any one single contract

Continuing Interest and Hire Charges

Drains, Sewers and Gutters – Property Damage sum insured

Exhibitions – £50,000 within Europe in any one period of insurance

Fire Brigade Charges – Property Damage sum insured

Further Investigation Costs – £25,000 in any one period of insurance

Glass – £25,000 in any one period of insurance

Inadvertent Omission to Insure – £1,000,000 any one occurrence

Significant Exclusions and Limitations

- Electrical Inspection Condition
- Fire Extinguishing Appliances Condition
- Fork Lift Truck Charging Condition
- Inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
- Jewellery, precious metals, precious stones or furs except where specifically mentioned in the schedule
- Overhead electrical and telecommunication transmission and distribution lines, overhead transformers
- Property and structures in course of demolition, construction or erection
- Moveable property in the open, fences, gates, vegetation, lawns and shrubs in respect of damage caused by wind, rain, hail, sleet, snow, flood, dust or falling trees
- Theft or attempted theft or malicious damage to property in a garden, yard, open space or any open fronted or open sided building
- Property insured at any Vacant or Unoccupied Buildings for a period exceeding 30 days unless agreed by us

IMPORTANT INFORMATION

How to make a Claim

Covéa Insurance Commercial Careline is a service operated 24 hours a day, 365 days a year.

You can notify us of a claim by:

Telephone: **0330 024 2397**

Calls may be recorded for training and evidential purposes.

Email: **ccl@coveainsurance.co.uk**

Post: **Covéa Insurance Commercial Careline, A&B Mills, Dean Clough, Halifax, HX3 5AX.**

Your Rights to Cancel the Policy

If this cover does not meet your requirements, please return all your documents to your broker. If cover has not yet started you will receive a full refund of the premium. If cover has started we will refund the premium for the exact number of days left on the policy. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance.

How to make a Complaint

It is always our intention to provide a first class standard of service. However we do appreciate that occasionally things go wrong. In some cases the broker who arranged your insurance will be able to resolve any concerns, particularly if your complaint relates to the way the policy was sold, and you should contact them directly.

Alternatively please contact us using the following details quoting your policy or claim number.

Customer Relations Covéa Insurance, A&B Mills, Dean Clough, Halifax, HX3 5AX

Telephone: **0330 221 0444**

Calls may be recorded for training and evidential purposes.

Website: **www.coveainsurance.co.uk**

Email: **customer.relations-rdg@coveainsurance.co.uk**

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in our leaflet 'Complaints Procedure' which is available on request or may be downloaded from our website at **www.coveainsurance.co.uk/complaints**.

Financial Ombudsman Service

You may be eligible to refer your complaint to the Financial Ombudsman Service. Their contact details are:

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

Telephone: **0800 023 4567**

Website: **www.financial-ombudsman.org.uk**

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

Financial Services Compensation Scheme

Covéa Insurance are covered by the Financial Services Compensation Scheme. You/an Insured Person may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance.

Further information is available from the:

Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Telephone: **020 7741 4100**

Website: **www.fscs.org.uk**

Email: **enquiries@fscs.org.uk**

Registration and Regulatory Information

This Insurance is provided by Covea Insurance plc. Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registration Number 202277. Registered Office: **A & B Mills, Dean Clough, Halifax, HX3 5AX.** Registered in England and Wales Number 613259.

You can check the regulatory status on the Financial Services Register by visiting the Financial Conduct Authority's website: **www.fca.org.uk/register**.

