

## POLICY SUMMARY

### GENERAL INFORMATION

#### **Introduction**

This is a summary of cover only. Please refer to the policy wording and policy schedule for full details of the policy cover, terms and conditions.

#### **Who Are The Insurers?**

This insurance is underwritten by Covea Insurance plc.

#### **Who Qualifies For Cover?**

All current valid members of AMPband who are domiciled in the United Kingdom, the Channel Islands or the Isle of Man and who have an annual turnover under £85,000 per annum.

#### **What Insurance Is Provided By This Policy?**

The policy provides insured members with Public Liability Insurance with a limit of indemnity of £10m in respect of all claims arising from a single insured accident and Products Liability with a limit of indemnity of £10m in respect of all claims arising out of a single period of insurance. In addition, cover is also provided for Legal Defence costs. More specific details are provided below.

#### **What Is The Duration Of This Insurance?**

This policy is issued for an annual period commencing 26/02/2023 and shall be renewable on 26/02/2024. All members joining or renewing their membership in this period shall be insured for the full duration of their membership subject to a maximum membership period of 12 months.

#### **What Are The Territorial Limits Of The Policy?**

The policy covers activities undertaken by the insured member anywhere within the World provided that the member's usual place of work is within the United Kingdom, the Channel Islands or the Isle of Man.

#### **Insured Business Activities**

This policy covers the teaching, practicing or the performing of music and the sales of related merchandise by the insured member. It excludes any organisation of, or the provision of security for, any event.

### PUBLIC & PRODUCTS LIABILITY INSURANCE

#### **What Is Covered?**

Cover is provided for an insured members' legal liability to pay compensation (including costs) following:

- accidental injury to any person
- accidental loss of or damage to property happening during the Period of Insurance and arising in connection with an Insured Business Activity.

#### **What Is Not Covered?**

This section of the policy does not provide any cover for claims arising out of

- any injury sustained by any musician or crew member who forms part of an insured member or any employee of an insured member or person working under the direct supervision or control of an insured member
- arising from the erection of any temporary grandstands by any insured member
- the first £500 of any claim arising out of damage to property
- the first £2,500 of any claim originating or brought in a court of law in the USA or Canada
- actual or alleged physical, sexual or emotional abuse
- damage to property belonging to the insured member or under their care, custody or control
- the use of applied heat, fire or pyrotechnics on third party premises other than the use of Flash Paper, Flash Cotton or Flash String
- any deliberate acts of the insured member
- any liability assumed by the insured member under a contract, unless cover would have existed in the absence of the contract
- the ownership or use of any motor vehicle, watercraft or aircraft
- punitive damages of any kind
- the recall, repair or replacement of any product

Other exclusions apply, please refer to the Policy Document for details.

### POLICY EXTENSIONS

#### **Indemnity to Principals and Others**

The policy will also provide an indemnity to any:

- Contract Principal
- Personal Representatives

providing that the claim would have been covered had it been made directly against the AMPBAND member.

#### **Compensation for Court Attendance**

This policy will pay the AMPBAND member £250 for each day they are required to attend court as a witness at the request of the Underwriters.

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### Defence Costs

The policy will also cover Legal Defence Costs arising:

- from any prosecution of the AMPband member as a result of breach of the Health & Safety at Work Act 1974 or Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990 or any legislation of similar effect.
- out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity under this policy.

### ADDITIONAL INFORMATION

#### How To Make A Claim

In the unfortunate event that you need to make a claim, please contact us as soon as possible. Contact details are listed below. **Please note that late notification can lead to claims being repudiated.**

#### Law Applicable To Contract

English Law will be applicable to the contract of insurance, unless otherwise stated in the Policy's terms and conditions.

The language used in this Policy and any communication relating to it will be English.

#### How To Make A Complaint

It is always the intention to provide a first class standard of service. However it is appreciated that occasionally things go wrong. In some cases we will be able to resolve any concerns and you should contact us directly.

Alternatively if you need to complain please contact the Pen Underwriting Limited Complaints Officer quoting your policy or claim number.

Pen Underwriting Limited Complaints Officer  
3 Atlantic Quay, 20 York Street, Glasgow, G2 8JH  
Telephone: 0141 285 3539  
Email: [pencomplaints@penunderwriting.com](mailto:pencomplaints@penunderwriting.com)

Your complaint will be acknowledged within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt Pen Underwriting will write to You and let You know what further action will be taken. A final response letter will be issued within 8 weeks of receipt. Upon receipt of the letter if You remain dissatisfied You may refer Your complaint to the Financial Ombudsman Service.

The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

The Financial Ombudsman Service  
Exchange Tower, London E14 9SR  
Telephone: 0800 0234567 (for landline users); Telephone: 0300 1239123 (for mobile users)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of the final response from Your Insurer to refer Your complaint(s) to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

#### Financial Services Compensation Scheme

Covea Insurance plc are members of the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the scheme if they are unable to meet their obligations to you under this contract. If you are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract.

Further information is available from: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100; Web: [www.fscs.org.uk](http://www.fscs.org.uk)

#### Details Of Our Regulator

Hencilla Canworth GI Limited are authorised and regulated by the Financial Conduct Authority. Covea Insurance plc are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at [www.fca.org.uk](http://www.fca.org.uk) or the FCA can be contacted on 0800 111 6768.

If you require any further information or wish to request a copy of the Policy Document, please contact:

**Hencilla Canworth GI Ltd, Simpson House, 6 Cherry Orchard Road, Croydon, Surrey, CR9 6AZ**  
**Tel: 020 8686 5050; Fax: 020 8686 5559; e-mail: [media@hencilla.co.uk](mailto:media@hencilla.co.uk)**