



LARK MUSIC

INSURANCE

Part of **HOLDEN**

Public
Liability
Policy
Document

Welcome to

Public Liability Cover

Dear Sir/Madam

I am delighted that you have chosen Lark Music to arrange your insurances.

As your insurance broker, we take our responsibility extremely seriously. No one wants to claim on their insurance policy, but if you do, I want you to feel that we have done everything we can to help you through the experience.

If you ever find any part of our service less than first class, please get in touch with me personally.

Wynne Hamilton
Associate Director

This product meets the demands and needs of an individual or group who wants cover for claims from third parties for injury, damage caused to them or their property.

Allianz Musical Insurance does not provide advice or any personal recommendation about the insurance products offered.

Introduction 2

Terms and Conditions

Important Information 3

Policy Definitions 4

Policy Conditions 6

Public Liability

What Is Covered 8

Conditions 9

Policy Exclusions 10

How To Make a Claim 12

Legal Cover 12

Complaints 13

Privacy Notice 14



How to Contact

Phone: 03331 886 582

Email: keynote@larkmusic.com

Monday to Friday 9am to 5pm

How to Make a Claim

Phone: 03331 886 583

Email: keynote.claims@larkmusic.com

Monday to Friday 9am to 5pm

Important Information

How Your Cover Works

Your insurance policy has two parts, these are **Your Policy schedule** (which includes **Your** statement of fact) and this policy wording. These should be read together as they form **Your** contract of insurance and contain the terms and conditions of **Your** coverage.

We will settle any claims in line with the terms and conditions outlined in these documents for events that happen during the **Period of cover**. **You** will need to read **Your Policy schedule** and this policy wording together to fully understand **Your** coverage. If **You** do not comply with the terms and conditions stated it may result in **Your** claim being refused.

Pay By Direct Debit?

If **You** pay by direct debit please contact Lark Music before **You** cancel the instruction to prevent any problems.

Do We Have The Correct Details?

Please tell Lark Music as soon as possible if there are any changes to **Your** circumstances which could affect **Your** insurance including:

- Any incorrect details on **Your Policy schedule**
- **Your** address or other contact details have changed
- **You** are likely to reside outside of the **United Kingdom** for more than 6 consecutive months in any one year
- If the number of band/group members changes
- If the number of annual performances/number of days a year **You** are active increases by more than 10%

Lark Music will then let **You** know if there are any changes to the terms or cost of **Your** insurance policy. If **You** do not let Lark Music know about changes to **Your** information it may affect the cover **We** provide or result in a claim not being paid.

Policy Definitions

If **We** explain what a word means in bold and with a capital letter first below, that word has the same meaning wherever it appears in these terms and conditions.

Act of terrorism	The use, or threatened use of force (including but not limited to biological, chemical or nuclear force) by any person or group of people, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed to political, religious, ideological or similar purposes including the intention to influence any government or to put the public or any section of the public in fear.
Contagious or Infectious Disease	Means any disease, illness or condition affecting humans or animals which is caused by or can be transmitted by means of any Pathogen , where the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms (including from one human to another, one animal to another, from an animal to a human or vice versa, or through contaminated water, faeces or food).
Computer system	Any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.
Cyber Attack	An act affecting any Computer system or software, including but not limited to, computer virus, malware, ransomware, hacking, denial of service or unauthorised access, corruption or deletion of data.
Europe	The United Kingdom , EU member states, Switzerland, Norway, Sweden and Liechtenstein.
Pathogen / Pathogens	Means any pathogen, including but not limited to a virus, bacterium, parasite, fungus, other organism, microorganism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a Contagious or Infectious Disease .
Period of cover	The period of time shown on Your Policy schedule . If the policy is not cancelled mid-term, or not renewed cover will end at 11.59pm on the last day shown on Your Policy schedule .
Physical Damage	Means physical loss, damage or destruction. For the avoidance of any doubt, the presence of a Pathogen on property or contamination of property by a Pathogen does not constitute Physical Damage .
Policy schedule	The document showing details of Your coverage and any additional terms or conditions and Your statement of fact document.
Pollution	All pollution of buildings, other structures, water, land or the atmosphere including all injury, loss or damage directly or indirectly caused by such pollution or contamination. All pollution or contamination which arises out of or in connection with one incident shall be deemed to have occurred at the time such incident takes place.
United Kingdom	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
War	Invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
We, Our, Us, Insurer	Allianz Insurance plc.

Accident(s) Accidental	A sudden and unexpected event which happens by chance during the Period of cover .
Damage	Loss of, destruction of, or damage to material property
Injury	Bodily injury, death, disease, illness, mental injury or nervous shock
Indemnity/ Indemnified	To restore You to the same financial position after a valid claim that You were in immediately prior to the valid claim.
Merchandise	<p>CDs, vinyls, recording media, artwork, small accessories and items of clothing sold by You in association with Your music.</p> <p>Excluded items include but are not limited to the following: toys, weapons, knives, tobacco or tobacco products, medications, vitamins/ supplements, E-cigarette vape pens, apparatus or liquids, alcohol, food and drink or other consumable items, fireworks, cigarette lighters, fuel or any other flammable materials.</p>
Musical activities	<ul style="list-style-type: none"> • Performing, rehearsing and auditioning including loading, unloading, setting up and clearing away the musical equipment and instruments and selling Your Merchandise • Teaching either at Your home/ premises, the pupil's home or a public place excluding the arrangement or undertaking of overnight stays of any kind • Music production including engineering, editing, composing, mastering and recording. • Setting up, operating and dismantling sound or lighting equipment at ground level • Disc or visual jockeying not including setting up, provision of, or taking down, of a dance floor or photobooth; • The repair and servicing of Your own musical instruments excluding where the main purpose is associated with the production and/or sale of musical instruments or equipment to the public
Geographic limits	United Kingdom and Europe .
You, Your, Insured	The person, band, organisation or orchestra named on the Policy schedule including any person acting on their behalf

Policy Conditions

You must comply with the following conditions and the conditions stated under each section to have the full protection of **Your** policy. If **You** do not, and the condition **You** have not kept to relates to a claim, **We** can refuse the claim.

1. Reasonable Care & Precautions

You must take all reasonable care to prevent accidents and damage. At all times whilst using any equipment **You** must follow the manufacturer's instructions and safety advice.

2. Misrepresentation, Fraud and Financial crime

You must make a fair presentation of the risk at inception, renewal and when **You** make changes to the policy. **You** must update **Your broker** if the details **You** have provided change.

If You:

- provide misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance;
- deliberately mislead to obtain cover, gain a cheaper premium or more favourable terms;
- provide false documents;
- make any false, fraudulent or exaggerated claims
- support a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine);
- make a claim for loss, damage or injury which **You** deliberately caused; or
- make a fraudulent payment by bank account and/or card.

We may:

- amend **Your** policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due;
- refuse to pay the whole of any claim, reduce the amount of payment **We** make and may recover from **You** any amount already paid in respect of any claim(s);
- cancel or void **Your** policy (treat it as if it never existed), including all other policies which **You** have with **Us**.

We (or **Your broker**) will give **You** 7 days' notice over the phone, by email or in writing to the last email or postal address **We** (or **Your broker**) hold.

Where fraud is identified, We will also:

- not return any premium paid by **You**;
- recover from **You** any costs we have incurred;
- pass details to fraud prevention and law enforcement agencies who may access and use this information.

If a claim is made under **Your** policy **You** may be asked to give consent for **Us** to obtain and exchange information and material with the police.

This is to help **Us** verify claims and to guard against fraud. If consent is provided, **You** will be given the opportunity to receive a copy of the information and material the police release to **Us**.

Should **You** decline to give such consent **We** may decline to settle **Your** claim.

3. Assignment

You or any **Insured Person** must not assign any of the benefits of this policy to any other party. **We** will not be bound to accept or be affected by any assignment relating to this policy.

A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

4. Claims, Our rights

If **We** pay a claim under this policy but **We** consider there is a right to recover the claim cost from another party then **We** are entitled to bring legal proceedings against that party on **Your** behalf. Any proceedings will be at **Our** expense. **You** must assist **Us** if **We** ask **You** to.

5. Other insurances

We will not make payment for any claim that is covered by any other insurance. If there is any other insurance under which **You** are entitled to make a claim **You** must tell **Us** the name and address of the other insurance company and **Your** policy number with them.

6. Transfer of interest

We will not be bound by any passing of **Your** interest in this insurance, unless by death or operation of law and then only until **We** agree to accept such transfer of interest by issuing a revised **Policy schedule**.

7. Jurisdiction

- a** The laws of England and Wales apply to this insurance contract
- b** Unless **We** agree otherwise the language of the policy, and all communications relating to it, will be English.

8. Cancellations

Cancellation by **You** within the first 14 days

If **You** cancel **Your** policy within 14 days of the start of **Your** policy or the date **You** receive **Your** policy documents, whichever is later, **You** will be refunded **Your** premium in full if **You** have not made a claim.

Cancellation by **You** after the first 14 days

If **You** cancel **Your** policy after 14 days from the start of **Your** policy or the date **You** receive **Your** policy documents, whichever is later, **You** will be refunded any premium **You** have already paid for the remainder of the current policy year if **You** have not made a claim during the current policy year. If **You** have made a claim **You** will not receive a refund.

Cancellation of short term policies taken out for 1 month or less

If **Your** policy is for less than 1 month **You** will not receive a refund.

Our rights to cancel **Your** policy

If **You** make a change to **Your** policy that means **We** can't insure **You** any longer, **We** (or **Your** broker) will give **You** 7 days' notice over the phone, by email or in writing to the last email or postal address **We** (or **Your** broker) hold. Please see 'Do We Have The Correct Details?' within the Important Information section.

We may also cancel or void **Your** policy (treat it as if it never existed) if **We** identify any deliberate misrepresentation or **Your** involvement in any fraud or financial crimes.

Please also see Policy Condition 2 - Misrepresentation, Fraud and Financial Crime.

9. Renewal of **Your** policy

We reserve the right to not invite the renewal of **Your** policy. This could be because **You** no longer meet **Our** eligibility rules, a change to **Our** eligibility criteria means **We** can no longer insure **You**, the product is withdrawn or changes in the product coverage mean that it would no longer meet **Your** needs. If **We** do offer **You** renewal terms **We** have the right to change the premium, excess and policy terms and conditions.

What Is Covered?

Please also read the policy conditions and policy exclusions. Please note this section of cover does not provide event insurance. It will not cover **You** for any liability relating to the organisation, facilitation, hosting, cancellation or failure of any event that has been organised by **You**.

What is Covered	What is Not Covered
<p>Public Liability</p> <p>We will cover You against the legal liability to pay compensation and claimants costs and expenses following any Accidental:</p> <ol style="list-style-type: none"> 1 Injury to any person 2 Damage to material property <p>which occurs within the Geographic limits during the Period of cover as a result of Your Musical activities or Merchandise You sell.</p> <p>Costs and Expenses</p> <p>We will also pay costs and expenses in connection with the defence of any claim and for representation of You:</p> <ol style="list-style-type: none"> a at any coroner’s inquest or fatal accident inquiry in respect of death b at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury or Damage which may be covered under this section. <p>Limit of Indemnity</p> <p>The maximum amount We will pay for all compensation, costs and expenses for any Injury or Damage during any one Period of cover will be the amount shown on Your Policy schedule.</p>	<p>In addition to the Policy Exclusions the following are also not covered:</p> <p>The first £50 of each and every claim arising from any Damage to third party property.</p> <p>Any liability, compensation, costs and expenses relating to:</p> <ol style="list-style-type: none"> a the organisation, facilitation, hosting, cancellation or failure of any event that has been organised by You. b Injury or any Damage to material property not caused by Your Musical activities or the sale of Merchandise by You. c the ownership, possession, use or occupation of land or buildings. d any contract or agreement unless You would have been liable in the absence of the contract or agreement e any fines, penalties, liquidated damages or any punitive, exemplary, aggravated damages and any damages resulting from the multiplication of compensatory damages awarded against You f any Damage to property which belongs to or is in the care, custody and control of You, Your employee or a member of Your family or household. g any compensation, costs and expenses for Injury to an employee, another person covered under this policy, a member of Your family or household. h any Injury or Damage caused by pollution i any Injury or Damage occurring in North America as a result of Your Merchandise sales

Public Liability Conditions

1. Noise Limitations

When **You** are using **Your** musical equipment the sound must not exceed the noise levels set by the local environmental health officer (EHO) or if lower, the level stipulated on the event/venue license.

2. Joint Insured Cross Liabilities

If more than one party is named as the **Insured** this section of cover will apply as though each party named were insured separately provided that the **Insurer's** liability to all parties **Indemnified** will not exceed the total the limit of indemnity shown on **Your Policy schedule**.

3. Claims Conditions

No claim will be paid unless **You** comply with these conditions:

- a **You** must not admit responsibility, agree to pay any claim or negotiate with any other person following an **Accident**
- b **You** must inform **Your** broker within 90 days of any **Damage, Injury** or incident, impending prosecution, inquest, fatal inquiry, or civil proceedings which may result in a claim under this policy.
- c **You** must inform **Your** broker immediately if **You** receive any writ, summons or legal documents. **You** must never reply to any of these.
- d **You** must provide **Us** with all information and evidence which **We** may reasonably require at no cost to **Us**.

Policy Exclusions

The exclusions below show additionally what is not covered and apply to all of **Your** policy.

1. General Exclusions

Any claim in any way connected with any of the following:

- **You** taking part or whilst engaged in civil commotions or riots of any kind.
- **You** taking illegal drugs or taking nonprescribed drugs for recreational purposes or taking drugs prescribed for **Your** drug addiction or alcoholism
- **Your** participation in any sport or fitness activities
- Any cycling or any use of an e-scooter, e-bike, segway or other powered personal transporters, either on or off-road
- Any liability related to **You** as a tenant or owner of property.
- **Your** ownership, possession, sale or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft of any description, drones, animals and firearms and weapons.
- Welding, grinding or cutting or working at a height of more than 1.8m above ground level
- Suicide, attempted suicide or intentional self-inflicted injury or deliberate exposure to exceptional danger (except in an attempt to save human life).
- **Your** own criminal act.
- **Your** use, or the use of pyrotechnics, explosives or any special effects involving fire or explosion
- **You** being in a state of insanity or under the influence of alcohol or drugs (except drugs prescribed by a registered doctor which are not prescribed for a drug addiction).
- Solvent abuse by **You**
- Medical procedures or other body modification including tattoos, tattoo removal, body piercing or beauty treatments

2. Employment Exclusions

Any claim for any section arising out of **Your** employment in:

- The armed forces of any nation or international authority
- Defence, security or law and order activities
- Cleaning services or waste/refuse disposal
- Overseas political organisations

- Professional sports
- Offshore work
- Fair, amusement parks, gambling and betting activities
- Construction or mining activities
- Medical or health work
- Overseas charity work
- Haulage

3. Earthquakes or Volcanos

Loss or damage happening in connection with an earthquake or a volcanic eruption.

4. Data

Loss of or damage to data, computer memory or other electronic memory or data storage, discs, memory cards or microchips.

5. Economic Sanctions

Cover or benefit for any business or activity to the extent that the provision of such cover, payment of any claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

6. Computer Date Recognition

Any costs or damage caused by the failure of any electrical instrument, technical equipment, computer equipment and mobile phones, software, micro-controller, microchip, accessories or associated equipment, to correctly recognise and process any calendar date or time.

7. Confiscation

Costs or damage by confiscation or detention or nationalisation or requisition by customs or other officials or legal authorities.

8. Radioactive Contamination

Loss, damage or bodily injury arising from:

- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear components of such assembly.

- Any chemical, biological, biochemical or electromagnetic Weapon.

9. Sonic Bangs

Loss or damage caused by pressure waves from aircraft or other aerial devices.

10. War

Loss, damage or bodily injury due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), riot, strike, civil commotion, civil war, rebellion, revolution, insurrection or military or usurped power.

11. Cyber Attacks and E-risks

Loss, theft or attempted theft, destruction, injury, damage, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by any **Cyber attack** or any software, hardware or any form of media provided, supplied, sold or used by **You** or on **Your** behalf. **We** will also not pay any claim as a result of any internal or external network failure, programming error, operator error whether performed by **You** or any other person or organisation.

12. Contagious and Infectious Disease

Loss, destruction, damage, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- a **Contagious or Infectious Disease**;
- b. the fear or threat (whether actual or perceived) of a **Contagious or Infectious Disease**;
- c. the presence or suspected presence of **Pathogens** at, in or on the premises or property of any person or entity; or
- d. any action taken or advice given (whether or not by a competent authority) to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a **Contagious or Infectious Disease** or any **Pathogens** irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss

But this Exclusion will not apply to **Physical Damage** to Property Insured under the Policy and any business interruption directly resulting from such **Physical Damage**, where such **Physical Damage** itself results from fire, lightning, explosion, aircraft or other aerial

devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

For the purposes of this Exclusion:

Loss includes, but is not limited to financial and business interruption loss, loss of value, marketability or use of property, fines and penalties.

Cost or expense includes, but is not limited to any cost or expense to:

- a. clean-up, detoxify, decontaminate, or remove **Pathogens** from any property where the property is or is feared to have been affected by **Pathogens** or a **Contagious or Infectious Disease**;
- b. monitor or test for **Pathogens** or a **Contagious or Infectious Disease**; or
- c. provide medical treatment for persons affected by a **Contagious or Infectious Disease**.

Malicious persons do not include persons who maliciously, deliberately or recklessly:

- a. cause **Pathogens** to come into contact with the Premises or property of any person or entity; or
- b. cause or attempt to cause another person or persons to contract a **Contagious or Infectious Disease** and, in or by so doing, cause **Pathogens** to come into contact with the premises or property of any person or entity.

13. Terrorism

Loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from, or in connection with, any **Act of terrorism** regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

14. UK Residency

This insurance does not cover anyone that is not a resident of the **United Kingdom**.

How to Make a Claim

- Please ensure **You** read the Claims Condition noted under the Public Liability Conditions section
- If an incident happens that could lead to a claim **You** must notify Lark Music within 90 days of the incident.
- Within 30 days of notifying Lark Music, **You** must supply full details of the claim and any supporting information or evidence requested.



How to Contact the Claims Team

Phone: 03331 886 583

Email: keynote.claims@larkmusic.com

Monday to Friday 9am to 5pm

Legal Cover

Legal Helpline : 0370 241 4140

Your policy includes access to a legal helpline to give advice, 24 hours a day, 365 days a year, on any personal legal matter or a legal matter relating to **Your** musical profession. There is no additional charge for the advice provided by this service.

When **You** call the legal helpline quote the master policy number from **Your Policy schedule** and confirm that **You** are covered by this Lark Music Insurance policy. The advice **You** receive from the legal helpline will always be according to the laws of Great Britain and Northern Ireland and is available to **You** during the **Period of cover**.

This service is provided by Allianz Legal Protection, part of Allianz Insurance plc. **We** may record the calls for **Your** and **Our** mutual protection and **Our** training purposes.

How to Make a Complaint

If **You** purchased **Your** policy through a broker other than Lark Music, please contact **Your** broker, quoting **Your** policy number. If **You** purchased **Your** policy directly from Lark Music, or **You** have a complaint related to a claim, please contact Lark Music using the details given below.

If **You** wish to make a complaint, **You** can do so at any time by referring the matter to: Howden UK Brokers Limited, 2 Des Roches Square, Witan Way, Witney, OX28 4LE, United Kingdom.

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. A decision on **Your** complaint will be provided to **You**, in writing, within 8 (eight) weeks of the complaint being made.

Should **You** remain dissatisfied with the final response or if **You** have not received a final response within 8 (eight) weeks of the complaint being made, **You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service in the United Kingdom.

The contact details are as follows:

Financial Ombudsman Service Exchange Tower
London
E14 9SR

Telephone: +44 20 7964 0500 (from outside the UK)

Telephone: 0800 023 4 567 (from inside the UK)

Fax: +44 20 7964 1001

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

The complaints handling arrangements above are without prejudice to **Your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **Your** contractual rights.

Financial Services Compensation Scheme

If **We** are unable to meet **Our** liabilities **You** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS).

Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on **0800 678 1100** or **0207 741 4100**.

Privacy Notice Summary

Please find below a summary of **Our** Privacy Notice. The full notice can be found on the Allianz UK website: allianz.co.uk/privacy-notice.html

If **You** would like a printed copy of **Our** Privacy Notice, please contact the Data Rights team using the details below. Allianz Insurance plc is the data controller of any personal information given to **Us** about **You** or other people named on the policy, quote or claim. It is **Your** responsibility to let any named person know about who **We** are and how this information will be processed.

When we refer to “we”, “us” and “our” in this notice it means Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Pet Plan Limited and Vet Envoy Limited who are all part of the Allianz UK Group which includes insurance companies, insurance brokers and other companies owned by the Allianz UK Group. Please see the following link for a detailed list of these companies: <https://www.allianz.co.uk/about-allianz/our-organisation.html#azuk>

Anyone whose personal information **We** hold has the right to object to **Us** using it. They can do this at any time by telling **Us** and **We** will consider the request and either stop using their personal information or explain why **We** are not able to. If **You** wish to exercise any of **Your** data protection rights **You** can do so by contacting **Our** Data Rights team:

Telephone: 0208 231 3992
Email: datarights@allianz.co.uk
Address: Allianz Insurance plc,
Building 3 Guildford Business Park,
Guildford, Surrey,
GU2 8XG

Any queries about how **We** use personal information should be addressed to **Our** Data Protection Officer:

Telephone: 0330 102 1837
Email: dataprotectionofficer@allianz.co.uk
Address: Data Protection Officer,
Allianz,
Building 3 Guildford Business Park,
Guildford, Surrey,
GU2 8XG



LARK MUSIC

INSURANCE

Part of **HOWDEN**

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