



Audio Visual and Event Insurance Schedule of Insurance

Policy No RGBDX696919510420 Agency Name Luker Rowe

Issued 22/03/2023

Insured The Stage Bus Ltd

Business Description

Premises

Mobile stage hire, including power, sound and lighting and custom made stages.

Period of Insurance

From 01/04/2023 Renewal Date 01/04/2024

To 31/03/2024

Premium £794.20
Insurance Premium Tax £95.30
Total Premium £889.50

Claims Helpline

In the event of a claim please either phone Luker Rowe or out of hours contact the AXA Helpline Number on: 0330 094 7089

Liability Insured Limit of Indemnity

Employers Liability £10,000,000
Public/Products Liability £5,000,000

Public Liability Section

Cover Details Limit of Indemnity

Clean up costs £100,000

any one period of insurance

Data Protection £250,000

any one period of insurance

Manslaughter Costs £1,000,000

any one period of insurance

Safety Legislation Costs £1,000,000

any one period of insurance

Terrorist Act £2,000,000

any one period of insurance

Excesses

Clean up costs £500
Third party property damage £500

Employers Liability Section

Cover Details Limit of Indemnity

Manslaughter Costs £1,000,000

any one period of insurance

Safety Legislation Costs £1,000,000

any one period of insurance

Terrorist Act £5,000,000

any one period of insurance

Wageroll and Turnover Estimates Clerical Wages £35,000 Principals/Partners £0 Manual Own Premises (including Freelancers) £25,000 Installations - Permanent (including Freelancers) £0 Other Manual Work Away (including Freelancers) £60,000 Bona Fides £0 Turnover £250,000

POLICY LEVEL APPLIED ENDORSEMENTS

LRAV18 Fraudulent hire cover amendment

The Fraudulent hire cover in the **policy** is deleted and replaced with the following:

We will cover you for damage to property whilst hired out provided that the terms of any such hirings hold the

hirer responsible for all damage.

You must comply with the following condition to have the full protection of your policy.

For all hires, you must

1 obtain a completed hire agreement

2 retain a copy of the hire agreement including acceptance in writing by the hirer. Acceptance in writing will

include physical signature, email, or by online form

3 obtain photo-identity in the form of a UK driving licence or passport take copies and retain

4 seek proof of identity in the form of letter headed stationery or a utility bill a copy of which must be retained.

For hires where a credit agreement has been established, you must

a obtain two trade or bank references which are followed up and retained

b get a standard credit account application form completed which is retained.

For hires where a credit agreement has not been established you must only accept payment by

credit or debit card or cleared bank funds.

If you do not comply with this condition then you may not be covered and we will not make any

payment in respect of a claim.

However you do not need to comply with the condition if you have an established pattern of

trading with the hirer for more that twelve months provided that

1 the hire is transacted under your normal form of hire contract

2 the hirer concerned has not suffered a loss which has resulted in a claim under your policy.

Z100 Policy amendment

The following amendment applies to your policy.

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Disease exclusion

The following exclusion is added to the Property damage section – all risks, Portable equipment section,

Business interruption section - all risks, Money and personal accident assault section of your policy where

shown as operative on your schedule.

Disease Exclusion

1. Notwithstanding any provision to the contrary within this **policy** except for any cover provided under

Employers liability section, Public and products liability section and Terrorism section, this policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by,

contributed to by, resulting from, arising out of, or in connection with a communicable disease or the fear

or threat (whether actual or perceived) of a communicable disease regardless of any other cause or

event contributing concurrently or in any other sequence thereto.

2. Subject to the other terms, conditions and exclusions contained in this policy, these sections will cover

physical damage to property insured and any time element loss directly resulting therefrom where such physical damage or time element loss is covered by the policy and is directly caused by or arising from

any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from

them or impact by any road vehicle or animal, storm, earthquake, flood, subsidence, landslip, landslide,

riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from

any tank apparatus or pipe, leakage of oil from any fixed heating installation.

Meanings of defined terms

Communicable disease means any disease which can be transmitted by means of any substance or agent

from any organism to another organism where:

a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any

variation thereof, whether deemed living or not, and

b. 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, and

c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can

cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Time element loss means business interruption, contingent business interruption or any other consequential

losses.

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Section amendments

Business Interruption Section – All risks

The following amendments apply to the Business interruption section – all risks of your policy where the

Business interruption section – all risks is shown as operative on **your** schedule.

Denial of access (damage) cover

This endorsement deletes and replaces the Denial of access cover detailed in the Business interruption section –

all risks of your policy.

Denial of access (damage) cover

We will cover you for any loss covered by this section, resulting from interruption of or interference with your business caused by damage by the insured peril(s) to property within a 1 mile radius of your premises which

prevents or hinders the use of your premises, or access to it, regardless of whether your premises is damaged

or not.

Provided that

1. these insured peril(s) would be covered under the Property damage section – all risks if we insured

your premises under this section.

2. the insurance provided by this cover in any one period of insurance shall only apply for the period

starting with the prevention of access or hinderance of use and ending after 12 weeks during which time

the results of the business are affected.

3. our liability for any one claim and in any one period of insurance will not exceed the limit shown in your

schedule, irrespective of the number of premises insured. The 'Reinstatement of sum insured after loss

condition' shall not apply in respect of this endorsement.

4. this does not include any damage to property from which you obtain electricity, gas, water or

telecommunications services which prevent or hinder the supply of these services.

5. we will not cover any incident involving interference or interruption with the business that is less than 12

hours.

For the purposes of the cover provided under this Denial of access (damage) cover, insured peril(s) means

means fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, storm, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation,

impact by any road vehicle or animal.

Denial of access (non damage) cover

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This endorsement deletes and replaces the Denial of access (non damage) cover detailed in the Business interruption section – all risks of **your policy** where shown as operative on **your** schedule.

Denial of access (non damage) cover

We will cover you for any loss resulting from interruption of or interference with the **business** where access to, exit from or use of **your premises** is impaired, prevented or restricted for more than 12 hours being the franchise period arising directly from

- the compulsory actions taken by the police, competent authority or any other statutory authority in response to an emergency incident occurring at your premises or within a 1 mile radius of your premises
- 2. the unlawful occupation of your premises by third parties.

Provided that

- 1. the maximum indemnity period shall be 12 weeks in any one period of insurance
- our liability for any one claim will not exceed the limit shown in your schedule, irrespective of the number of premises insured. The 'Reinstatement of sum insured after loss condition' shall not apply in respect of this endorsement.

We will not cover you where access to, exit from or use of your premises is impaired, prevented or restricted as a result of

- 1. physical damage to property at your premises or elsewhere
- 2. strikes, picketing, labour disturbances or trade disputes
- 3. the condition of or the **business** conducted within **your premises** or any other **premises** owned or occupied by **you**
- 4. murder, suicide, illness, disease or pathogens capable of causing disease or illness or any other hazards to health
- 5. actions where **you** have been given prior notice
- 6. any advice given or actions taken in controlling, preventing or supressing the spread of any disease or illness
- 7. any change in law or the enactment of new legislation (including statutory regulations)

For the purposes of the cover provided under this cover clause, any references to **damage** or incident within the meaning of the defined terms (including the notes thereto), the basis of claim settlement provisions, section or general exclusions, conditions and Policy conditions shall be read as if they were references to the prevention, impairment or restriction of access.

Essential employees cover

This endorsement deletes and replaces the Key person cover detailed in the Business interruption section – all risks of **your policy**

Essential employee cover

We will cover you for any loss covered by this section resulting from interruption of or interference with the business as a result of

1. a death of an employee except due to illness

b permanent total disablement arising out of bodily injury except due to illness, which in the opinion of an independent medical officer will in all likelihood prevent the employee from carrying out their usual employment or usual occupation for the remainder of their life

- 2. the employee winning a prize on the national lottery, premium bonds or football pools provided that their win exceeds £100,000 but excluding losses where the employee
 - a has been employed by you for a period of less than 12 months
 - b has served notice or has been served notice or termination of their employment prior to their win
 - c has been absent from work through sickness, disability or suspension for a period of 4 weeks at the time of their win

The cover will only apply from the date of the death or permanent total disablement or lottery win, premium bond win or football pools win for an employee and end a maximum of 12 weeks after this date.

Our liability will not exceed the lower of the limit shown in **your** schedule or the amount of loss resulting from interference or interruption to with the business for up to a maximum of 12 weeks in any one **period of insurance.**

Failure of selected public supplies cover

This endorsement deletes and replaces the Failure of selected public supplies cover detailed in the Business interruption section – All risks of **your policy**.

Failure of selected public supplies cover

We will cover you for any loss resulting from interruption or interference with your business caused by the accidental failure of

- 1. the public electricity supply at your supplier's generating station or sub station
- 2. the public gas supply at **your** supplier's land based premises
- 3. the public water supply at **your** supplier's waterworks or pumping station
- 4. the public telecommunications services at your supplier's land based premises

from which **you** obtain electricity, gas, water or telecommunications services within the **policy territories** where such accidental failure is a direct result of **damage** caused by an **insured peril**.

Provided that after the application of all other terms and conditions of this section, the most **we** will pay is the limit shown in **your** schedule irrespective of the number of **premises** insured and regardless of the number of suppliers affected during any one **period of insurance**.

The 'Reinstatement of sum insured after loss condition' shall not apply in respect of this endorsement.

The insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the accidental failure(s) of supply or service at **your premises** and ending after 12 weeks in total during which time the results of the **business** are affected regardless of the number of **your** suppliers affected during the **period of insurance** or the number of **premises** insured.

We will not cover

- a. any failure
 - 1. which does not involve cessation of supply, for at least 12 hours
 - 2. due to an excluded cause
- b. loss resulting from failure caused by
 - 1. the deliberate act of any supplier or by them using their power to withhold or restrict supply or services
 - 2. solar flare or other atmospheric or weather conditions, but **we** will cover failure due to **damage** to equipment caused by these conditions

For the purposes of the cover provided under this **Failure of selected public supplies cover insured peril(s)** means

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, malicious persons, accidental damage, earthquake, storm, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

Failure of selected public supplies terminal ends cover

This endorsement deletes the Failure of selected public supplies terminal ends cover detailed in the Business interruption section – all risks of **your policy**.

Failure of selected public supplies terminal ends cover

We will cover you for any loss resulting from interruption or interference with your business caused by the accidental failure of

- the public electricity supply at the 'terminal ends' of your supplier's service feeds to the premises within the policy territories
- 2. the public gas supply at your supplier's meters to the premises within the policy territories
- the public water supply at your supplier's main stop cock serving the premises (other than by drought) within the policy territories
- 4. the public telecommunications services supply (other than satellite services) at the incoming line, terminals or receivers to the **premises** within the **policy territories**

where such accidental failure(s) is a direct result of damage caused by an insured peril.

Provided that after the application of all other terms and conditions of the section, **our** liability will not exceed limit shown in **your** schedule irrespective of the number of **premises** insured and regardless of the number of suppliers affected during any one **period of insurance**.

The 'Reinstatement of sum insured after loss condition' shall not apply in respect of this endorsement.

The insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the accidental failure(s) of supply or service at **your premises** and ending after 12 weeks in total during which time the results of the **business** are affected regardless of the number of **your** suppliers affected during the **period of insurance** or the number of **premises** insured

but we will not cover

a any failure

- 1. which does not involve cessation of supply, for at least the franchise period of time of 24 hours
- 2. due to an excluded cause

b loss resulting from failure caused by

- 1. the deliberate act of any supplier or by them using their power to withhold or restrict supply or services
- 2. strikes or any labour or trade disputes
- solar flare or other atmospheric or weather conditions, but we will cover failure due to damage to equipment caused by these conditions

If an incident occurs resulting in a claim under this extension **you** cannot claim under the Failure of selected public supplies cover extension for the same incident.

For the purposes of the cover provided under this **Failure of selected public supplies terminal ends cover insured peril(s)** means

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, malicious persons, accidental damage, earthquake, storm, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

In any action, lawsuit or other proceedings or where **we** allege that any loss resulting from **damage** is not covered by this section, it will be **your** responsibility to prove that they are covered.

Loss of Attraction (damage)

This endorsement deletes and replaces the Loss of attraction cover detailed in the Business interruption section – all risks of **your policy**.

Loss of attraction (damage)

We will cover you for any loss covered by this section, resulting from interruption of or interference with your business caused by damage by the insured peril(s) to property within a 1 mile radius of your premises which cause you to lose custom, whether your premises or property are damaged or not.

Provided that

- 1. these **insured peril(s) would be covered** under the Property damage section all risks if we insured **your premises** under this section.
- 2. the maximum indemnity period shall be 12 weeks in any one period of insurance

The most **we** will pay for this cover in any one **period of insurance** is the limit shown in **your** schedule irrespective of the number of **premises** insured. The 'Reinstatement of sum insured after loss condition' shall not apply in respect of this endorsement.

For the purposes of the cover provided under this Loss of attraction (damage) cover insured peril(s) means

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, storm, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

Murder suicide or disease cover

This endorsement deletes and replaces the Murder, suicide or disease cover detailed in the Business interruption section – all risks of **your policy**

Murder suicide or disease cover

We will cover you for any loss insured by this section resulting from interruption of or interference with the business conducted by you at your premises during the period of insurance as a result of

1 the occurrence of any of the following specified human infectious or specified human contagious diseases

- 1. Acute Encephalitis
- 2. Acute Poliomyelitis
- 3. Anthrax
- 4. Chicken Pox
- 5. Diphtheria
- 6. Dysentery caused by Shigella
- 7. Legionellosis
- 8. Legionnaires' Disease
- 9. Malaria
- 10. Measles
- Meningococcal Infection
- 12. Mumps
- 13. Opthalmia Neonatorum
- 14. Paratyphoid fever
- 15. Bubonic, Septicemia and Pneumonic Plague
- 16. Rabies
- 17. Rubella
- 18. Tetanus
- 19. Tuberculosis
- 20. Typhoid Fever
- 21. Whooping Cough
- 22. Yellow Fever

manifested by any person whilst at **your premises** which directly results in the compulsory closing of the whole or part of **your premises** by order of a public authority authorised to prevent or restrict access to **your premises**

2 murder or suicide at your premises

3 bodily injury (excluding illness, disease and psychiatric injury) or bacterial food poisoning sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at **your premises**

4 the discovery of vermin or pests in the building(s) at **your premises** that prevents the use of or part use of the building(s) by order of a public authority

5 the compulsory closing of the whole or part of **your premises** by order of a public authority as a result of an accident causing a defect in the drains, toilets or sinks at **your premises**

We will not cover:

a. any costs incurred in the cleaning, repair, replacement, recall or checking of the property insured;

- b. any loss to the extent that it would have been caused in any event by disease occurring in a wider geographical area extending beyond **your premises**, or by vermin or pests being discovered in a wider geographical area beyond the building(s) at **your premises**.
- c. any incident involving interference or interruption to the business that is less than 12 hours

Any Disease or Coronavirus exclusion shall apply to this Murder, suicide or disease cover, except that **communicable disease** shall not include the specified human infectious or specified human contagious diseases listed under clause 1 of this cover, the pathogens which cause them, or bacterial food poisoning, provided that such diseases listed under clause 1 have not been declared by the World Health Organisation to be a public health emergency of international concern or a pandemic.

The maximum **indemnity period** under this cover shall be 12 weeks in any one **period of insurance** commencing from the date of

- 1. the compulsory closing of the whole or part of your premises (in relation to clauses 1 and 5 of this cover)
- 2. the discovery of murder or suicide (in relation to clause 2 of this cover)
- 3. the occurrence of injury or illness (in relation to clause 3 of this cover) or, where there is a series of related injuries or illness, the first occurrence of injury or illness in that series
- 4. the order of the public authority (in relation to clause 4 of this cover).

Our liability will not exceed the lower of the maximum **indemnity period** or limit shown in **your** schedule, irrespective of the number of **premises** insured. The 'Reinstatement of sum insured after loss condition' shall not apply in respect of this endorsement.

For the purposes of the cover provided under this cover clause, any references to **damage** or incident within the meaning of the defined terms (including the notes thereto), the basis of claim settlement provisions, section or general exclusions, conditions and Policy conditions shall be read as if they were references to the cover provided under clauses 1 to 5 above.

Z101 Cyber and data exclusion

The defined term **Electronic data** attaching to the **Public and products liability section** of this **policy** is deleted.

The **Electronic data exclusion** attaching to the **Public and products liability section** of this **policy** is deleted and replaced by the following exclusion:

Cyber and data exclusion

We will not cover claims 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
- 2. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any **data**, including any amount pertaining to the value of such **data**
- failure of electronic, electromechanical data processing or electronically controlled equipment or data to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims

- a. for **bodily injury**
- b. for physical property damage
- c. under the **Data protection** cover of this section

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident.**

For the purposes of this exclusion the following defined terms shall apply:

Computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

Cyber incident

- 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**
- 2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

Data Protection Notice

You may be aware that the European Union has introduced a new Regulation, known as the General Data Protection Regulation (GDPR), which applies to every organisation handling personal data.

Under the new regulation, your rights as a customer have been updated and expanded. We have updated our privacy policy to explain these rights as well as other changes required by the regulation.

View our privacy policy online at www.axa.co.uk/privacy-policy to find all about your rights, the information we collect on you and why. If you do not have access to the internet please contact us and we will send you a printed copy