

Theatre Insurance

SUMMARY OF COVER

UNDERWRITTEN BY



ARRANGED BY



What is a policy summary?

This document provides key information about the Theatre insurance policy. Please note that this policy summary does not contain the full terms and conditions of this contract. These can be found in the Theatre insurance policy wording which is available on our website or by contacting us. If you have any questions please contact us directly or contact your insurance broker.

The sections you have chosen to insure and the applicable sums insured are shown on your policy schedule.

Policy name

Theatre insurance

Underwritten by

Ecclesiastical Insurance Office plc. The legal expenses section is arranged by us in conjunction with DAS Legal Expenses Insurance Company Limited (DAS), with the legal advice service provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

Duration of your policy

Generally 12 months from the start date shown on your policy schedule, full details will be shown in your policy schedule.

Renewal of your policy

We will send you notice that your policy is approaching renewal before it is due. Your requirements may change over time, so you may benefit from reviewing the value, cover and level of service provided by your policy.

Key benefits include

We can provide a broad range of cover within one tailored policy with options to include the following:

Property Damage	<ul style="list-style-type: none"> ▪ 'All Risks' cover for <ul style="list-style-type: none"> ▪ buildings with the option to insure for subsidence ▪ contents, personal possessions; including the possessions of employees and visitors ▪ theatrical property including props and sets ▪ contract works in respect of repairs, alterations and extensions to existing buildings ▪ We also provide extensions for <ul style="list-style-type: none"> ▪ loss avoidance and loss prevention ▪ seasonal stock increase ▪ bequeathed property ▪ architectural salvage ▪ environmentally friendly rebuilding ▪ fly tipping
Fine Art	<ul style="list-style-type: none"> ▪ Art and antiques including exhibits which can be insured on the basis of your valuations
Business Interruption	<ul style="list-style-type: none"> ▪ 'All Risks' cover ▪ We also provide extensions for <ul style="list-style-type: none"> ▪ loss of attraction ▪ ticketing suppliers ▪ storage sites ▪ external exhibitions
Equipment breakdown	<ul style="list-style-type: none"> ▪ Insurance for a range of equipment including safety curtains, sound and lighting systems, lifts, boilers and air conditioning systems <ul style="list-style-type: none"> ▪ up to £5,000,000 any one period of insurance for all claims ▪ up to £500,000 any one accident for computer equipment at your premises ▪ up to £5,000 for any one accident to portable computer equipment anywhere in the world
Personal accident	<ul style="list-style-type: none"> ▪ Cover for your permanent employees and volunteers includes cover for <ul style="list-style-type: none"> ▪ permanent partial disablement ▪ disappearance and exposure
Loss of registration/licence	<ul style="list-style-type: none"> ▪ Covers your loss of revenue or the depreciation of your financial interest in the premises following the withdrawal of the certificate or licence including <ul style="list-style-type: none"> ▪ Wedding licence ▪ Premises licence ▪ Education registration ▪ Care registration

Key benefits continued

Public liability	<ul style="list-style-type: none"> ▪ Cover with a choice of indemnity limits and a range of extensions as standard for <ul style="list-style-type: none"> ▪ overseas personal liability extension covering employees and volunteers ▪ additional clean-up costs extension up to £1,000,000 any one period of insurance, for remediation of accidental pollution and contamination which you are ordered to make by a regulatory authority ▪ terrorism cover up to £5,000,000
Employers liability	<ul style="list-style-type: none"> ▪ Choice of indemnity limits starting from £10,000,000 ▪ Terrorism cover up to £5,000,000
Hirers liability	<ul style="list-style-type: none"> ▪ Providing protection to third party hirers who hire out your premises
Professional indemnity, Directors' and officers' liability, Trustees' and management liability and Fidelity	<ul style="list-style-type: none"> ▪ Wrongful acts and errors, under Professional indemnity, Directors' and officers' liability, and Trustees' and management liability sections ▪ Fidelity cover protecting you against theft by your employees or volunteers
Legal expenses	<ul style="list-style-type: none"> ▪ Legal expenses cover for a range of legal issues specified in the policy up to the limit of indemnity stated in the schedule for legal costs and expenses including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses, accountants' fees and employment compensation awards (the latter are further limited to an aggregate limit in total for all such awards in any period of insurance as stated in the schedule or policy wording)
Reputational risks	<ul style="list-style-type: none"> ▪ Cover for damage to the organisation's reputation including <ul style="list-style-type: none"> ▪ costs to manage a public relations crisis after an event insured under the Liabilities, Trustees and management liability and Professional indemnity sections (with the option to extend this to any incident – limits apply) ▪ libel and slander ▪ interruption or interference of the business following the death or immoral act of your Patron
Money	<ul style="list-style-type: none"> ▪ Cover including <ul style="list-style-type: none"> ▪ fraud and identity theft ▪ the doubling of limits before and after a fund raising event ▪ losses due to dishonesty of any director, trustee, volunteer or employee
Terrorism	<ul style="list-style-type: none"> ▪ Cover for property damage or business interruption

Key benefits continued

Goods in transit	<ul style="list-style-type: none"> ▪ Cover for accidental damage to your goods whilst in transit <ul style="list-style-type: none"> ▪ by road, rail or sea ▪ by parcel or post ▪ anywhere in UK and Republic of Ireland
Cancellation of event	<ul style="list-style-type: none"> ▪ Cover for expenses incurred following cancellation of your event
Value-added services	<ul style="list-style-type: none"> ▪ Risk advice ▪ Public Relations (PR) Crisis & Media Assistance ▪ Commercial legal advice helpline ▪ Tax advice helpline ▪ Counselling helpline for the proprietor, employees and their immediate family members ▪ Employment Manual - offering online employment guidance ▪ DAS businesslaw - offering online business law guidance. Some services are only available for a fee

We can also provide cover for

- Group business travel insurance
- Cyber insurance
- Engineering inspections of plant to comply with statutory Health and Safety requirements

Significant or unusual exclusions/limitations

General	<ul style="list-style-type: none"> ▪ Certain conditions apply in relation to <ul style="list-style-type: none"> ▪ Fire extinguishers, fire alarm installations ▪ Automatic sprinkler installations ▪ Security devices including intruder alarms ▪ Buildings unoccupied more than 30 days ▪ Some cover may be reduced in respect of unoccupied buildings ▪ Pollution, Electronic risks and War exclusions apply ▪ Wear and tear, gradual deterioration, faulty or defective design, materials or workmanship and changes in the water table and frost damage are excluded ▪ It is a condition that you notify us of any alterations or repairs where the contract value exceeds £100,000
Property damage	<ul style="list-style-type: none"> ▪ Theft of property must involve forced entry or exit to or from a building
Equipment breakdown	<ul style="list-style-type: none"> ▪ No cover for items which are covered under any maintenance agreement, warranty or guarantee ▪ No cover is provided for breakdown caused by computer viruses or hacking ▪ Biomass and biogas installations are not included

Significant or unusual exclusions/limitations continued

Money	<ul style="list-style-type: none"> ▪ Escort requirements are in place for transporting cash in excess of £3,000 ▪ Excludes fraudulent use of credit or debit cards by you and your representatives ▪ Identity theft costs must be agreed by us in advance ▪ Dishonesty cover requires the loss to be discovered within 28 days of its occurrence
Personal accident	<ul style="list-style-type: none"> ▪ No cover for travel to a destination which the Foreign and Commonwealth Office (FCO) has advised against, before the journey commences
Loss of registration/licence	<ul style="list-style-type: none"> ▪ No cover for losses caused by your own acts or omission
Employers' liability	<ul style="list-style-type: none"> ▪ Claimant's costs and expenses are included within the Limit of Indemnity
Public & products liability	<ul style="list-style-type: none"> ▪ Fines and penalties are excluded ▪ In respect of Products liability, claims arising from contractual liability are excluded
Reputational risks	<ul style="list-style-type: none"> ▪ It is a condition that you notify us with 48 hours of any adverse publicity resulting in a Public relations claim (other than where the incident is covered under the Liabilities, Trustees' and management liability or Professional indemnity section).
Professional indemnity	<ul style="list-style-type: none"> ▪ No cover for any claims or circumstances which are known to you at the start of cover ▪ No cover for claims arising out of any medical advice diagnosis or treatment
Trustees' & management liability	<ul style="list-style-type: none"> ▪ No cover for any claims or circumstances which are known to you at the start of cover ▪ No cover for the organisation under the standard Trustees' liability cover ▪ Excludes the administration of any pension fund or scheme
Directors' and officers' liability	<ul style="list-style-type: none"> ▪ No cover for any claims or circumstances which are known to you at the start of cover

Significant or unusual exclusions/limitations continued

Legal expenses	<ul style="list-style-type: none"> ▪ You must let DAS know about any problems straight away or they may not provide cover if you have tried to deal with matters on your own ▪ Problems must relate to your business activities in order for cover to apply ▪ Any claims where you are bankrupt or become bankrupt at the start or during a claim are excluded ▪ Except in certain circumstances, as specified in the policy wording, cover is subject to a "reasonable prospects of success" clause. "Reasonable prospects" is a 51% or greater chance of success, as assessed by a law firm or tax expert chosen by DAS ▪ In certain circumstances, you may be free to appoint your own legal representative, who will be subject to the DAS standard terms of appointment, including an hourly rate of £100 per hour (any costs that fall outside the standard terms will not be paid by us)
Fidelity	<ul style="list-style-type: none"> ▪ Cover will be subject to you complying with minimum standards of control in respect of supervision, accounting procedures and checking the security of money or goods ▪ Conditions apply in respect of obtaining references for employees and volunteers
Cancellation of event	<ul style="list-style-type: none"> ▪ Cancellation due to <ul style="list-style-type: none"> ▪ adverse weather conditions in respect of outdoor events ▪ non-appearance of any individual schedule to perform or appear ▪ lack of audience or public support

Cancellation rights

We have the right to cancel your policy by sending 7 days' notice and shall refund to you the proportionate premium for the unexpired cover, this is shown under the General conditions – Cancellation.

Claims service

You can make a claim through your insurance broker or directly, using the following telephone numbers:

For all claims other than legal expenses:

Call us on 0345 603 8381.

For legal expenses claims:

Call DAS Legal Expenses Insurance Company Limited on 0345 268 9124.

Complaint handling procedures

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

For all complaints other than Legal expenses complaints

Ecclesiastical Insurance Office plc
Benefact House,
2000, Pioneer Avenue,
Gloucester Business Park,
Brockworth, Gloucester,
GL3 4AW, United Kingdom

Tel: 0345 777 3322

Fax: 0345 604 4486

Email: complaints@ecclesiastical.com

For Legal expenses complaints:

DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Tel: 0344 893 9013

Email: customerrelations@das.co.uk

Our promise to you

We will aim to resolve your complaint within one business day. For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.

To resolve your complaint we will:

- Investigate your complaint diligently and impartially within Ecclesiastical
- Keep you informed of the progress of the investigation
- Respond in writing to your complaint as soon as possible.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will inform you of your right to take the complaint to:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Tel: 0800 0 234 567

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

Web: www.financial-ombudsman.org.uk

This complaints handling procedure does not affect your right to take legal proceedings.

Financial Services Compensation Scheme (FSCS)

The FSCS is the independent body, set up by Government, which gives you your money back if your authorised* financial services provider is unable to meet its obligations.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

For further information on the scheme you can visit the website at www.fscs.org.uk or write to them at:

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

Tel: 0207 741 4100 or 0800 678 1100

Fax: 0207 741 4101

Email: enquiries@fscs.org.uk

*The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or the FCA.

Law applying

This policy (except the Legal expenses section which is subject to the law of that part of the United Kingdom, Channel Islands or Isle of Man where your business is registered) shall be governed by and construed in accordance with the law of England and Wales unless your central administration and/or place of establishment is located in Scotland, in which case the law of Scotland shall apply.

Notes

This contract is underwritten by:
Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.
Our permitted business is general insurance.

**You can check this on the
FCA's register by visiting the
FCA's website**

www.fca.org.uk/register

**or by contacting the FCA on
0800 111 6768**

If you would like this booklet in large print, braille, on audio tape or computer disc please call us on **0345 777 3322**.

You can also tell us if you would like to always receive literature in another format.

