



# MAKING MUSIC COMBINED INSURANCE NOTICE TO POLICYHOLDER'S

**IMPORTANT INFORMATION AFFECTING  
YOUR POLICY DOCUMENT**

We have made some changes to your Commercial Combined policy document. These amendments have been made to reflect the changes in data privacy regulations. In addition we have also taken the opportunity to add new cover and update other features of the wording.

The amended wording will apply from the Policy renewal date.

A summary of the key changes is detailed below.

## Changes made to the Policy

The following have been amended; there is no change to the intention:

- Policy Conditions – Reasonable Precautions
- Section 1 – Public/Products Liability – The Insurance Provided
- Section 1 – Public/Products Liability – General Provisions has been amended to reference Sudden Pollution or Contamination Incidents
- Section 1 – Public/Products Liability – Extensions – Clean Up Costs has been amended to reference Sudden Pollution or Contamination Incidents
- Section 1 – Public/Products Liability – Exclusions – Employers' Liability
- Section 1 – Public/Products Liability – Exclusions – Property in the Policyholder's Custody or Control
- Section 2 – Employers' Liability – The Insurance Provided
- Section 4 – Abuse – Definitions – 1. Loss – Reference to Making Music's safeguarding Children' document has been replaced with 'Child safeguarding: what are your responsibilities?' guidance
- Liability Insurance – Definitions – 9 H) has been replaced with disciplinary action
- Complaints Procedure

## Other amendments made to policy cover

**Policy Conditions – Financial or Trade Sanctions** is amended as follows:

### 1 Action by the Policyholder

On the discovery of any circumstance or event which may give rise to a claim under this Policy the Policyholder shall:

- A) notify the Company as soon as reasonably possible,
- B) give notice within 24 hours to the Police Authority in respect of Damage (other than by fire or explosion) caused by Riot and malicious persons or thieves if insured by this Policy,
- C) carry out and permit to be taken any action which may be reasonably possible to prevent further Damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss,
- D) within 30 days after the circumstances or event or of the expiry of the Indemnity Period or such further time as the Company may allow, and at your own expense, deliver to the Company:
  - i) full information in writing of the claim,
  - ii) details of any other insurance relating to the claim,
  - iii) all such business books, documents, proofs, information, explanation and other evidence as may be reasonably required all of which information and details may be produced by the Policyholder's professional accountants or auditors who are regularly acting as such, their report being prima facie evidence of such information and details,
  - iv) if demanded a statutory declaration of the truth of the claim and of any matter connected with it.
- E) in respect of Liability Insurance:
  - i) Every letter, claim, writ or summons and process in connection with such circumstances shall be forwarded to the Company without undue delay on receipt,
  - ii) Written notice shall also be given without undue delay by the Policyholder to the Company immediately the Policyholder shall have knowledge of any prosecution, inquest or inquiry in connection with any circumstance which may give rise to liability under this Policy.

- iii) No admission offer promise payment or indemnity shall be made or given by, or on behalf of, the Policyholder, without the written consent of the Company which shall be entitled to take over the absolute control of and conduct in the name of the Policyholder; the negotiation, proceedings defence or settlement of any claim or to prosecute any claim in the name of the Policyholder for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

Failure to comply will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss.

F) in respect of Personal Injury (Robbery):

- i) provide all medical certificates, reports, information and evidence required by the Company to substantiate that claim. Refer to the Evidence Required Condition under each section for full details. If the terms of this Condition have not been complied with, and as a direct consequence, the amount for which the Company is liable under this Policy has increased, then no payment shall be made by the Company in respect of the amount of such increase.

### **Economic, Financial or Trade Sanctions**

The Company shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition.

If any such Prohibition takes effect during the Period of Insurance the Policyholder or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of the Policy is cancelled the Company shall, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

For the purposes of this Clause Prohibition shall mean any economic financial or trade sanctions imposed by the European Union or United Kingdom or any other prohibition or restriction imposed by law or regulation of the country of which this Policy is issued or would otherwise provide cover.

The following cover added into **Section 1 Public/Products Liability Extensions**:

## **10 Advertising Injury**

The Company will indemnify the Policyholder in respect of legal liability for Advertising Injury committed during the Period of Insurance.

This Extension shall not apply in respect of:

- A) liability arising from or caused by a deliberate or intentional act or omission of any Person Entitled to Indemnity by this Extension if the result thereof could reasonably have been expected by the Policyholder or any other person having regard to the nature and circumstances of such act or omission,
- B) claims which arise out of circumstances notified to previous insurers or known to the Policyholder at inception of this Extension,
- C) Advertising Injury where indemnity is provided by any other insurance,
- D) Advertising Injury arising out of a breach of contract except an implied contract to use another's advertising idea,
- E) Advertising Injury arising out of the failure of goods products or services to conform with any statement of quality or performance,
- F) Advertising Injury arising out of the wrong description of the price of goods products or services,
- G) Advertising Injury committed by any Policyholder whose Business is any of the following:
  - i) advertising broadcasting publishing or telecasting
  - ii) designing or determining the content of web-sites for others.
  - iii) providing an internet search access content or service provider,
- H) Advertising Injury arising out of electronic bulletin boards or chatrooms that the Policyholder hosts owns or exercises control over

## **11 Legionellosis**

Notwithstanding Exclusion 4, the Company will provide indemnity to the Policyholder in respect of legal liability for accidental Injury caused by Legionellosis arising out of the Business.

Provided that all incidents considered by the Company to have occurred during the Period of Insurance in respect of this Extension shall form part of and not exceed the Limit of Indemnity shown in the Schedule for all Sudden Pollution or Contamination Incidents.

## 12 Legionellosis run off cover

The Company will provide indemnity in respect of Injury caused by Legionellosis arising out of the Business happening prior to the inception date of this Policy.

Provided that the Company shall not be liable for claims:

- A) where indemnity is provided by any other insurance,
- B) known to the Policyholder or any other Person Entitled to Indemnity prior to inception of this insurance,
- C) notified under any other policy which was in force prior to the inception date of this Policy which might be reasonably expected to give rise to a claim.

## 13 Unauthorised Movement of Vehicles

The Company will indemnify the Policyholder in respect of legal liability for Injury, or loss of or damage to Property arising from or in connection with any Vehicle, not the property of nor provided by the Policyholder, that is causing an obstruction and interfering with the Business and is moved by any Person Employed or director of the Policyholder.

The indemnity will not apply:

- A) where indemnity is provided by any motor insurance contract or where insurance or security is required by law,
- B) in respect of Injury or loss of or damage to Property caused by any Vehicle being moved whilst Airside.

**Section 3 – Legal Defence Costs** preamble is amended as follows:

### **THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE**

Where Injury of any person or loss of or damage to Property has not occurred or where the Company ceases to have an interest in the outcome of the proceedings under any other Liability Insurance Section insured under this Policy, the Company will provide indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder up to the Limit of Indemnity in respect of:

- A) legal costs and other expenses incurred with the Company's prior written approval,
- B) costs awarded against the Policyholder or any director, partner or Person Employed,

in connection with:

- A) the defence of criminal proceedings brought, or
- B) in appeal against a conviction, arising from such proceedings,

relating to an offence alleged to have been committed during the Period of Insurance, in the course of the Business but only in respect of proceedings brought as stated in Part A and B below.

**Section 3 – Legal Defence Costs – General Provisions 1 E)** is amended as follows:

- E) to proceedings consequent upon any deliberate act or omission by:
  - i) the Policyholder,
  - ii) any partner or director of the Policyholder,
  - iii) any Employee with any specific responsibility for compliance with the legislation specified in this Section,which could reasonably have been expected to constitute a breach of the legislation specified in this Section.

The following is added to **Section 3 – Legal Defence Costs – General Provisions:**

- 4 where the costs relate to the costs of appeal the Policyholder will only be indemnified if in the opinion of Counsel (appointed by mutual consent) there is a probability of success.

**Personal Injury (Robbery)** has been amended as follows:

## Conditions

### 1 Application of Benefits

- A) The Company will not pay in respect of any one Insured Person in connection with the same Accident more than one of Benefits 1 to 4.
- B) Any disablement under Benefits 2 to 4 must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery before the Company will pay the Benefit.
- C) The Company will pay any amount claimed for Benefit 5 in addition to any amount claimed under Benefits 1 to 4 in connection with the same Accident, but, any payment under Benefit 5 will cease as soon as any Benefit is paid under Benefits 1 to 4.
- D) The amount payable per week under Benefit 5 will not exceed 1/52nd of the Insured Person's Annual Salary.

### 2 Assignment

The Company will not be bound to accept or be affected by any trust charge lien assignment or other dealing with or relating to this Policy.

### 3 Disappearance

In the event of the disappearance of an Insured Person if after a suitable period of time it is reasonable to believe that Death has occurred as a result of bodily injury following an Accident, Benefit 1 shall become payable, subject to a signed undertaking by the Policyholder that if the belief is subsequently found to be wrong such amount shall be refunded to the Company.

### 4 Evidence Required

In connection with any claim:

- A) all medical certificates, reports, information and evidence required by the Company to substantiate that claim must be supplied at the Insured Person's own expense and in such form as the Company may reasonably require;
- B) the Insured Person must undergo a medical examination and provide medical evidence to the Company (at the Company's expense) as often as the Company may reasonably require following receipt of that claim; and
- C) no benefit shall be payable in respect of that claim where the Insured Person fails to undergo such medical examination or provide such medical evidence as referred to in (b) above.

### 5 Exposure

If an Insured Person suffers Death or Disablement as a result of exposure to the elements the Company will consider that as having been caused by bodily injury following an Accident.

### 6 Interest

No sum payable shall carry interest.

## Exclusions

The Company will not pay any Benefit where bodily injury following an Accident is the result of or is contributed to by:

- 1 illness or disease (not resulting from bodily injury following an Accident),
- 2 any naturally occurring condition or degenerative process,
- 3 any gradually operating process,
- 4 post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an Accident).

The Company will not pay the Benefit if:

- 5 bodily injury is sustained by any person before such person attains the age of sixteen years or after the expiry of the Period of Insurance during which such person attains the age of eighty years.

**Money Insurance** Insurance Provided 1 B) is restated as follows:

Money in the Policyholder's Premises or at any of the Policyholder's contract sites out of Working Hours

**Property Damage All Risks Insurance – Exclusions** – 2 B) is amended as follows:

- B) of any Property insured left in an unattended vehicle unless the Property is out of sight or concealed or in the glove or luggage compartment and the vehicle is locked and secured

**Property Damage All Risks Insurance – Cover** – 7 Damage to Data and Property Insured was deleted effective from 1st January 2017

The following cover is added into **Property Damage Insurance Buildings – Extensions**

### Claims Preparation Costs

The exceptional costs, not otherwise covered, necessarily and reasonably incurred by the Policyholder with the prior consent of the Company, in producing and certifying any particulars or details required by the Company in respect of a claim, in accordance with Policy Condition 1, admitted under this Policy.

These costs shall not include the costs of negotiation with the Company or its representatives.

The Company shall not be liable for more than the percentage amount in respect of any one settlement stated below or the Limit of Liability, whichever is the lower amount.

Total Loss Settlement	Percentage of Loss Settlement
Amounts up to £100,000	2%
Amounts between £100,000 and £2,000,000	1.5%
Amounts above £2,000,000	1.0%

The Limit of Liability being £25,000.

### Loss Reduction Expenses and Temporary Repairs

The costs and expenses reasonably incurred by the Policyholder in:

- A) preventing or reducing losses in the event of imminent Damage which would have been insured under this Policy,
- B) reducing losses as a result of Damage insured under this Policy,
- C) undertaking temporary repairs upon or expediting the permanent repair or replacement of Property Insured that has suffered Damage.

Provided that in respect of A) and B):

- i) the impending Damage was not reasonably foreseeable earlier and would be the natural outcome if such costs and expenses were not incurred,
- ii) the costs and expenses incurred did avoid or mitigate the Damage,
- iii) the Company's liability shall not exceed the amount of Damage thereby avoided.

The Limit of Liability being £25,000.

### Mitigation of Environmental Impact

Any reasonable costs incurred by the Policyholder, if in consequence of Damage, the Policyholder elects (with the prior agreement of the Company) to reinstate Buildings in a manner that aims to reduce the impact on the environment but which increases the cost of reinstatement, then this Policy extends to include the reasonable additional costs incurred by the Policyholder for such purposes and this shall not be considered as betterment to the Policyholder.

Provided that:

- A) such reasonable additional costs shall include but not be limited to costs incurred in:
  - i) using sustainable construction materials,
  - ii) modifying design or materials in order to reduce carbon emissions or atmospheric pollution or to improve energy efficiencies.
- B) this Extension includes the reasonable additional cost of reinstatement in respect of undamaged portions of Property provided that the Company shall not be liable for such additional cost in respect of any Building that has not sustained Damage,

C) such costs shall exclude those associated with removing debris, Loss Reduction Expenses and Temporary Repairs

The costs and expenses reasonably incurred by the Policyholder in:

- A) preventing or reducing losses in the event of imminent Damage which would have been insured under this Policy,
- B) reducing losses as a result of Damage insured under this Policy,
- C) undertaking temporary repairs upon or expediting the permanent repair or replacement of Property Insured that has suffered Damage.

Provided that in respect of A) and B):

- i) the impending Damage was not reasonably foreseeable earlier and would be the natural outcome if such costs and expenses were not incurred,
- ii) the costs and expenses incurred did avoid or mitigate the Damage,
- iii) the Company's liability shall not exceed the amount of Damage thereby avoided.

The Limit of Liability being £25,000.

### Other Interests

It is agreed that the various parties may have a legal interest in part of the Property insured by this Policy and the Policyholder undertakes to declare the names, nature and extent of any interest of any such parties at the time of Damage.

## Changes made as a result of the introduction of the General Data Protection Regulation

As a result of the introduction of the General Data Protection Regulation, changes have been made to some cover given under this policy.

**Liability Insurance – Section 2 – Products/Products Liability – Extensions to Section 2 – Data Protection Act 1998** has been amended as follows:

### Data Protection Act

The Company will provide an indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder against legal liability to pay damages for damage or distress as described in U.K. Data Protection laws or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any replacement legislation in respect of any of the foregoing

The Company will also pay claimant's costs and expenses which the Policyholder is legally liable to pay in connection with any claim incurred with the Company's prior written approval

Provided that the Policyholder has paid the appropriate fee under the Data Protection (Charges and Information) Regulations 2018 or is exempt from doing so

This Extension shall not apply in respect of

- A) the payment of fines or penalties
- B) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- C) liability arising from or caused by a deliberate or intentional act or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Policyholder or any other person having regard to the nature and circumstances of such act or omission
- D) claims which arise out of circumstances notified to previous insurers or known to the Policyholder at inception of this Extension
- E) legal liability where indemnity is provided by any other insurance or elsewhere in this Policy

The **Fair Processing Notice** has been amended as follows:

At Royal & Sun Alliance Insurance plc we provide commercial insurance policies directly or in partnership with other organisations.

Where individuals are covered under the terms of these insurance policies we may need to process their personal information.

Information including the purpose and basis for the processing, how long data will be retained for and about the individual rights under the data protection regulation can be found at: [www.rsagroup.com/support/legal-information/privacy-policy/](http://www.rsagroup.com/support/legal-information/privacy-policy/)

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer  
RSA  
Bowling Mill  
Dean Clough Industrial Park  
Halifax HX3 5WA

You may also email us at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com).

**If you require additional information please contact your usual insurance adviser or RSA at the address stated in your policy.**

**Please retain in a safe place for future reference.**

