

EPTA-UK LTD

Members Combined Liability Insurance

Policy Summary

INTRODUCTION

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

ABOUT THE POLICY

This insurance is underwritten by insurers Hiscox Insurance Company Ltd.

ELIGIBILITY

Eligible members of EPTA-UK Ltd who are resident in the United Kingdom, Channel Islands and the Isle of Man

Eligible members are in the following categories

- Full
- Joint
- Full (Regional organiser)
- Under 25s/ Full time music student

DEMANDS AND NEEDS

This policy meets the demands and needs of individuals working on any activity connected to the performance and teaching of music requiring insurance against their legal liabilities to pay compensation arising out of injury to third parties and damage to third party property and or arising from negligent breach of professional duty.

DURATION OF THIS INSURANCE

This policy covers the period 01/04/2026 to 31/03/2027 inclusive and shall be renewable annually thereafter. The policy covers incidents occurring during this period of insurance.

YOUR BUSINESS

This policy is only operative while you are undertaking any activity connected with the performance and teaching of music, the organisation of music recitals and pupils' concerts or any other activity connected to being a professional musician or a music therapist.

POLICY COVER

This policy will provide you with Public and Products Liability Insurance and Professional Indemnity insurance.

PUBLIC LIABILITY

Key features of cover

This policy provides cover in respect of legal liability for damages including claimant legal costs for;

- Accidental Injury to any person
- Accidental loss or damage to third party Property

happening during the period of insurance in connection with the Business.

You will be insured within Great Britain Northern Ireland the Channel Islands or the Isle of Man and while temporarily engaged in Business outside these territories anywhere in the world.

The limit of indemnity provided is £10,000,000 any one claim.

The limit of indemnity is restricted to £5,000,000 in respect of any claim made that is subject to the jurisdiction of a court of law in the USA or Canada.

PRINCIPAL EXCLUSIONS

- 1 Bodily Injury to any Person Employed
- 2 Any use of applied heat, fire or pyrotechnics other than the use of Flash Paper, Flash Cotton or Flash String
- 3 Any claim arising from the organisation or staging of any concert or recital where the expected audience exceeds 1,500 (does not apply to concerts or recitals where the EPTA-UK member is performing only)
- 4 Use of Motor Vehicles, Watercrafts, Aircrafts etc
- 5 Damage to Property in the custody or control of the EPTA-UK Member
- 6 Liability for breach of professional duty or inadequate advice
- 7
 - i) punitive damages
 - ii) asbestos
 - iii) pollution or contamination of any kind in respect of any claim made that is subject to the jurisdiction of a court of law in the USA or Canada

PRODUCTS LIABILITY

Significant Features & Benefits Of Cover

Provides cover against your legal liability to pay compensation (including costs) following:

- Accidental Bodily Injury to any person
- Accidental loss of or damage to Property happening during the Period of Insurance and arising out of the supply of any product

The limit of indemnity is £10,000,000 (limited to £5,000,000 in respect of claims in North America) and applies to all occurrences during the Period of Insurance. Your own defence costs, subject to insurers consent, will be covered in addition to the limit of indemnity.

Significant Exclusions Or Limitations

- Product recall
- Replacement or repair of any defective product
- Fines, liquidated damages or penalties
- Property in your custody or control
- Contractual liability
- Advice and professional services

POLICY EXTENSIONS

Cross Liabilities (Member to Member Liability)

The policy extends to cover claims made between individual EPTA-UK members, subject to the terms, conditions and exclusions of the policy.

Indemnity to Principals and Others

The policy will also provide an indemnity to any:

- Contract Principal
- Personal Representatives

providing that the claim would have been covered had it been made directly against the EPTA-UK member.

Criminal Proceedings Costs

The policy will cover the legal defence costs incurred with the insurers' prior consent where criminal or regulatory prosecution is brought in circumstances that could ultimately lead to a claim under this policy.

Compensation for Court Attendance

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

PROFESSIONAL INDEMNITY

Significant Features & Benefits Of Cover

Provides cover against civil liability claims made against the policyholder and notified to the insurer during the Period of Insurance as a result of any negligent act or negligent omission or any mitigating costs incurred in limiting or preventing such a claim.

The limit of indemnity is £5,000,000 and applies to all occurrences during the Period of Insurance and is inclusive of your own defence costs.

In addition, cover is also provided for

- Replacing, restoring or reconstitution of Documents (up to £50,000)
- Representation costs at hearings or tribunals (up to £50,000)

Significant Exclusions Or Limitations

- Claims arising from work done prior to the commencement date of this policy or the commencement date of EPTA(UK) membership, whichever is the latter
- Claims arising from circumstances known to you prior to the inception of the policy
- Any claim brought in a court of law in the USA or Canada or that is subject to US or Canadian law.
- Employment disputes
- Employers', Public and Products Liability claims
- Fines, liquidated damages or penalties
- Directors & Officers Liability claims
- Claims arising from the provision of employee benefits
- Claims arising from the ownership of any property
- Contractual liability

POLICY EXCESSES

The following excesses apply to this policy

- £100 any claim for accidental bodily injury
- £2,500 any claim subject to US or Canadian jurisdiction
- £500 any claim under the professional indemnity section

LAW APPLICABLE TO CONTRACT

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

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

HOW TO MAKE A CLAIM

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

HOW TO MAKE A COMPLAINT

We are dedicated to providing a high standard of service and we want to ensure we maintain these standards at all times. If you feel that we have not offered a first class service please contact us at the following address and we will do our best to resolve the problem:

Howden Insurance Brokers Limited
Compliance
One Creechurch Place
London
EC3A 5AF

e-mail: ComplianceHBL@howdengroup.com

If you are unable to resolve the matter with us your complaint may be referred to your insurer.

If you are still dissatisfied, you may be able to refer your complaint to

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0800 023 4567
Web: www.financial-ombudsman.org.uk

DETAILS OF OUR REGULATOR

Howden Insurance Brokers Limited are authorised and regulated by the Financial Conduct Authority (FRN 309639).

Hiscox Insurance Company Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

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

FINANCIAL SERVICES COMPENSATION SCHEME

Hiscox Insurance Ltd are members of the Financial Services Compensation Scheme (FSCS).

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

Further information is available from

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

Tel: 0800 678 1100
Web: www.fscs.org.uk

ADDITIONAL INFORMATION

If you require any further information or wish to request a copy of the full policy wording – Please contact:

Hencilla Canworth GI Limited
Simpson House
6 Cherry Orchard Road
Croydon
Surrey
CR9 6AZ

Tel: 020 8686 5050
e-mail: mail@hencilla.co.uk