

# Wrightsre Performing Arts Summary of Cover

## Key Covers, Features and Exceptions

Your policy includes the following key covers, features and exceptions, which are set out in full in your policy documentation. This is a summary of the policy and does not contain the full terms and conditions of the cover, which can be found in the policy documentation. It is important that you read the policy documentation carefully when you receive it.

Some of the covers summarised in this document are optional and these are clearly marked as such. Your schedule will show you which covers you have chosen to include along with the cover limits.

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## Type of Insurance and Cover

The Wrightsre Performing Arts policy offers the flexibility to select from a wide range of optional covers to provide tailored protection.

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### We offer the following optional cover sections:

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|-------------------------------|-------------------------|------------------------|----------------------------------|
| ▪ Property Damage and Theft   | ▪ Money and Assault     | ▪ Employers' Liability | ▪ Public and Products' Liability |
| ▪ Commercial Legal Protection | ▪ Business Interruption | ▪ Marine Cargo         | ▪ Glass                          |
| ▪ Business Travel             | ▪ Electronic Equipment  | ▪ Frozen Foods         | ▪ Terrorism                      |
| ▪ Personal Accident           |                         |                        |                                  |

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## Name of the Insurer

Aviva Insurance Limited. Registered in Scotland, No. SC002116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202153.

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## Additional benefits

- 24-hour, 365-days-a-year claims helpline, providing emergency assistance when it's needed
- Confidential legal and tax helplines, offering free support on key business issues, such as disputes with tenants or rent recovery
- Counselling service for policyholders and their employees

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## Aviva Businesslaw

- A 'one-stop' website to help our customers overcome the burden of red-tape. Available to Aviva commercial policyholders completely free of charge
- Advice and information available for Finance, Sales and Marketing, Employment Law, Legal advice, Risk Management and much more. Accessible 24 hours a day, 365 days a year. Visit <https://avivabusinesslaw.farill.io/>

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## Aviva Risk Management Solutions (ARMS)

A dedicated service to help UK businesses manage their risks – helping to keep them compliant, prevent loss and ultimately control cost

- ARMS offer a wide range of services from simple prevention advice through to bespoke on-site consultancy
- Generous discounts off a menu of products and services to help prevent accidents and losses occurring and protect businesses via our Specialist Partner Network

For more information visit <https://www.aviva.co.uk/risksolutions/>

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# Asset Protection

## Property Damage (Optional Cover) - Cover, Features and Benefits

Cover for Buildings, Contents and Stock (where required) on an All Risks or Specified Contingencies basis

### Cover includes:

- Automatic reinstatement of the sum insured following a loss
- Architects', surveyors', and consultants' fees involved in reinstating buildings and machinery following a loss
- Automatic cover for buildings and machinery that are purchased during the period of insurance up to £500,000
- The cost of changing locks following theft of keys up to £25,000
- Damage to stock and machinery and plant whilst at an exhibition in the European Economic Area up to £50,000
- Seasonal increase for stock of 25% during the months of November, December and January or £500,000 whichever is the lower
- Loss of metered services following damage up to £50,000.

### Optional Covers:

Property Away from The Premises, Subsidence, Theft, Terrorism.

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### Exceptions and Limitations (please refer to the Property Damage section of the policy booklet)

- Wear and tear, corrosion, gradual deterioration, faulty or defective design or materials
- Faulty or defective workmanship, operational error or omission by the insured or their employees
- Mechanical or electrical breakdown or derangement
- Pollution or contamination
- Theft or attempted theft whilst the premises are unoccupied or disused
- Unexplained losses, acts of fraud or dishonesty and inventory shortage
- Theft where the insured, their partners, directors, employees or household members are involved
- Fire damage involving the application of heat
- Damage to gates, fences or movable property in the open by weather-related incidents
- Damage other than by fire or explosion arising from production, servicing or testing
- Damage due to escape of water from tanks and pipes, malicious persons (other than fire and explosion) in respect of buildings which are unoccupied or disused
- Consequential loss or damage
- Damage to boilers and pressure vessels caused by their own explosion or collapse
- Damage due to water table level changes or frost
- The first part of any claim (the excess).

### Special Conditions (please refer to the Property Damage section of the policy booklet)

- Waste storage and removal conditions
- Cooking equipment conditions
- Unoccupied Premises condition

## Money and Assault (Optional Cover) - Cover, Features and Benefits

- Age limit 16-75
- Medical and dental expenses up to £500
- Loss of money belonging to the business on the premises, in transit, on site, at the private homes of key staff, and in any bank night safe
- The cost of replacement or repair of damage to safe or strongroom stated in the schedule
- Loss or damage to clothing and personal belonging owned by You or any director, partner or employee of yours following theft or attempted theft involving violence which arises in connection with The Business up to a maximum £500 any one person
- Bodily injury to the insured or their employees as a result of assault or attempted assault whilst carrying money belonging to the business.

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### Exceptions and Limitations (please refer to Money and Assault section of the policy booklet)

- Shortages due to clerical or accounting errors
  - Losses due to the fraud or dishonesty of any employees not discovered within seven working days
  - Loss from unattended vehicles
  - Loss arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
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## Electronic Equipment (Optional Cover) - Cover, Features and Benefits

Provides cover for electronic equipment.

Cover also includes the increase in working expenses to right damage (up to £50,000) and the cost of reinstating any lost data (up to £50,000).

### Cover includes:

- Costs to comply with The Waste Electrical and Electronic Equipment Regulations following damage up to £25,000
- Replacing incompatible software or programs following a loss up to £50,000
- Costs to investigate repairs to damaged equipment up to £25,000.

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### Exceptions and Limitations (please refer to the Electronic Equipment section of the policy booklet)

- Damage caused by wilful acts or neglect
- Damage which is covered by a guarantee or maintenance agreement
- The first part of any claim (the excess).

## Marine Cargo (Optional Cover) - Cover, Features and Benefits

Cover for goods or stock whilst in transit.

### Cover includes:

- Debris removal up to 20% of the insured value
- Losses to sheets, ropes and packing materials
- Repacking costs.

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### Exceptions and Limitations (please refer to the Marine Cargo section of the policy booklet)

- Theft, or attempted theft, from Your unattended vehicle unless certain guidelines regarding security are followed
- The first part of any claim (the excess).

## Glass (Optional Cover) - Cover, Features and Benefits

Cover for the breakage of all external and internal glass at your premises including sanitary fittings.

### Cover includes:

- Costs incurred in boarding up damaged glass
- Contents of display windows
- Window and door frames
- Cost of replacing alarm foil, lettering, painting or other ornamental work on glass
- Breakage of fixed wash hand basins, pedestals, baths, sinks, lavatory bowls, bidets, cisterns, shower trays, splashbacks at the premises

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### Exceptions and Limitations (please refer to the Glass section of the policy booklet)

- Breakage of glass in light fittings, signs, stock and materials in Trade or goods in trust, vehicles, vending machines
- Damage to glass caused by scratching, gradual deterioration or wear and tear, change in colour or finish
- Breakage while premises are unoccupied or disused, in transit or while being fitted, or by workmen carrying out alterations or repairs to the premises.

## Frozen Foods (Optional Cover) - Cover, Features and Benefits

Cover for deterioration of foods following:

- The braking, distortion or burning out of any part of the unit, unit wiring, supply cable to the unit, including the plug or fuse. Caused by mechanical or electrical defects in the unit while it is being used under normal working conditions.
- FaAccidental failure of Your electricity supply but only if this is not deliberately caused by your supplier of electricity. Accidental leakage of refrigeration gases or refrigeration fumes from the unit.

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### Exceptions and Limitations (please refer to the Frozen Foods section of the policy booklet)

- Wear and tear, deterioration, or gradually developing flaws or defects in the unit
  - Failure to correctly set the temperature
  - The first part of any claim (the excess)
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# Revenue Protection

## Business Interruption (Optional Cover) - Cover, Features and Benefits

- Interruption to the business following an insured loss under the Property Damage section, which results in reduced earnings or increased running costs
- Unspecified suppliers and customers up to £100,000 any one period
- Failure of electricity, gas and water up to £100,000 any one period
- Failure of telecommunications up to £100,000 any one period
- Lottery winners up to £50,000 in any one period
- Essential personnel up to £10,000 in any one period.

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### Exceptions and Limitations (please refer to the Business Interruption section of the policy booklet)

- Any loss excluded under the Property Damage section.

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## Legal Liabilities

### Employers' Liability (Optional Cover) - Cover, Features and Benefits

Protection against legal liability for bodily injury to employees up to a limit of indemnity of £10,000,000 including costs and expenses.

#### Cover includes

- Legal costs and expenses in defending prosecutions under health and safety legislation
- Legal expenses and costs arising from the Corporate Manslaughter and Corporate Homicide Act 2007
- Unsatisfied court judgements in favour of employees injured in the insured's employment by third parties
- Compensation for court attendance – Policyholder/Director/Partner £500 per day and Employee £250 per day.

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### Exceptions and Limitations (please refer to the Employers' Liability section of the policy booklet)

- Liability in respect of liquidated damages, penalty clauses and fines
- Work in or on, or travel to or from any offshore installation or support vessel
- Bodily injury of employees whilst carried in or upon a vehicle
- Cover for acts of terrorism is limited to £5,000,000 per event
- Cover for acts of war is limited to £5,000,000 per event.

### Public and Products Liability (Optional Cover) - Cover, Features and Benefits

- Protection against legal liability for bodily injury to third parties and damage to their property, including obstruction, trespass, nuisance, interference, wrongful arrest and eviction
- Legal liability for fees, expenses, damages and claimants costs following injury or damage by goods that have been supplied, sold, repaired, tested or maintained by the insured.

#### Cover includes:

- Legal expenses and costs in defending prosecutions under all relevant health and safety legislation
  - Legal expenses and costs arising from the Corporate Manslaughter and Corporate Homicide Act 2007
  - Contingent motor third party liability arising out of the use of vehicles not owned by the insured in the United Kingdom
  - Defective Premises Act liability
  - Personal liability cover for employees and directors whilst overseas on business
  - Compensation for court attendance – Policyholder/Director/Partner £500 per day and Employee £250 per day
  - Legal costs and expenses in defending prosecutions under Part II of the Consumer Protection Act 1987
  - Employees' and visitors' personal belongings
  - Liability for loss or damage to premises hired or rented for the purpose of the business.
  - Financial loss up to £50,000 any one period.
  - Environmental Statutory Clean-Up Costs
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### Exceptions and Limitations (please refer to the Public and Products section of the policy booklet)

- Loss or damage to property in the custody or control of the insured
- Liability arising out of products supplied in the knowledge that they will be used in the navigation, propulsion or safety of any aircraft or other aerial devices or hazardous industries
- Pollution unless caused by a sudden and identifiable incident
- Work in or on, or travel to or from, or any products supplied to any offshore installation or support vessel
- Liquidated damages, penalty clauses and fines
- Exposure to, inhalation of, fears of the consequences of exposure to/inhalation of, costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating or managing any property arising out of the presence of asbestos.
- Cover for acts of terrorism is limited to £5,000,000 or the Limit of Indemnity specified in the policy schedule, whichever is the lower
- The first part of any claim (the excess).

### Commercial Legal Protection (Optional Cover) - Cover, Features and Benefits

Protection for legal costs and expenses arising from specified civil and criminal incidents in connection with your business.

- **Employment Disputes and Compensation Awards** – defence of your legal rights under employment legislation and following a successful action by an employee, prospective, alleged or ex-employee we will pay any compensation award made
- **Legal Defence** – defence for you or an employee acting on your behalf if any criminal action or certain civil action is taken against you for any non-motor related incident arising in connection with the business. Including prosecution under health and safety legislation and data protection rules
- **Property Protection** – protection for civil action following any event causing or likely to cause physical damage to your property or any nuisance or trespass
- **Personal Injury** – cover to negotiate your, your employees or family members legal rights, following bodily injury (non-motor related) which occurs in connection with the business
- **Tax Protection** – representation in appeal proceedings with HM Revenue and Customs in a full or aspect enquiry following your corporation tax self-assessment return and appeal proceedings with HM Revenue and Customs in respect of Value Added Tax due
- **Contract Disputes** – cover to negotiate disputes relating to a contract you have entered into with a customer or supplier for the purchase or sale of goods or services where the amount in dispute exceeds £250
- **Statutory Licence** – appeal to the relevant statutory or regulatory body, court or tribunal following the suspension, revocation, change or refusal to renew your statutory licence
- **Debt Recovery** – cover to negotiate your legal rights including enforcement of judgement to recover money and interest due from a customer or supplier following the sale or provision of goods and services where the amount in dispute exceeds £250.

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### Exceptions and Limitations (please refer to the Commercial Legal Protection section of the policy booklet)

- In respect of civil cases, the cover is subject to the case having prospects of winning or making a successful defence
- Claims must be reported within 180 days of you becoming aware of an incident
- Any costs and expenses incurred before the written acceptance by us or the claims administrator of a claim
- In respect of compensation awards you must follow the advice of the legal helpline or the Advisory, Conciliation and Arbitration Scheme (ACAS) code of Disciplinary Practice and Procedures in Employment for cover to be effective
- In respect of redundancies you must follow the advice of the legal helpline prior to serving notice of dismissal
- The first 10% of each and every claim in respect of aspect enquiries
- Claims caused by your failure to register for Value Added Tax and any investigations by HM Revenue and Customs Special Investigations Section or Special Compliance Office
- Investigations by HM Revenue and Customs into alleged dishonesty or criminal offences
- Any claim relating to the settlement under an insurance policy
- For contract disputes and debt recovery, a claim must be made within 90 days of the money becoming due

If a solicitor is required to deal with your legal problem, we will appoint one from the approved panel. These solicitors have been carefully chosen as experts in the areas of the law covered by the policy and are required to comply with strict service standards.

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# Employee Benefits

## Personal Accident (Optional Cover) - Cover, Features and Benefits

Cover for partners, principals, proprietors and employees up to the age of 85 against accidental bodily injury. Cover is provided on an unnamed person basis and provides cover for accidental bodily injury for 24 hours for

- death
- loss of hearing, sight or speech
- loss limbs
- permanent total disablement from usual occupation
- temporary total disablement from usual occupation
- temporary partial disablement.

### Cover includes:

- Medical and expenses – up to £15,000 per person.

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### Exceptions and Limitations (please refer to Personal Accident section of the policy booklet)

- Sickness, disease or any gradually operating cause
- Suicide, attempted suicide or intentionally inflicting self injury
- Flying except while travelling in an aircraft of a recognised airline as a passenger
- Accidents caused through participation in speed or time trials
- The maximum amount payable in respect of all insured persons in the respect of the same incident will not exceed £1,000,000
- Cover for acts of terrorism is limited to £1,000,000 per event and excludes harm by nuclear, chemical, biological and radiological means.

## Business Travel (Optional Cover) – Cover, Features and Benefits

Cover for you and your employees whilst travelling on business:

### Cover includes:

- Medical and emergency travel expenses
- Personal belongings for up to £2,000
- Money including fraudulent use of credit cards
- Cancellation, curtailment or change of itinerary
- Travel delay
- Hijack, kidnap and ransom
- Personal liability
- Legal expenses

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### Exceptions and Limitations (please refer to the Business Travel section of the policy booklet)

- Any person travelling against medical advice
- Loss or damage from pressure in an aircraft cargo hold
- Loss or theft of a credit card, charge card or cash card which results in the fraudulent use unless the insured person has complied with all the terms and conditions under which the card was issued.
- Losses not reported to a local police or other appropriate authority
- Redundancy or resignation of an Insured Person or the termination of an Insured Persons contract of employment within 30 days of a pre booked Insured Journey or once the insured has started.

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### How long does my Wrightsure insurance run for?

The policy will remain in force for 12 months from date of commencement (or as otherwise shown on your policy schedule) and for any period for which you renew the policy, as long as you continue to pay your premium.

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## How to Claim

If you need to make a claim please call our claims line on 0800 015 1498. Our line operates 24 hours a day, 365 days a year. In all cases, please quote your policy number.

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## How do I make a complaint?

If for any reason you are unhappy with the product or service, please get in touch as soon as possible.

For contact details and more information about the complaints procedure please refer to your policy documents.

Where a complaint cannot be resolved to your satisfaction, you may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the FOS on 0800 023 4567. You can also visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) where you will find further information.

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## Would I receive compensation if Aviva were unable to meet its liabilities?

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See [fscs.org.uk](http://fscs.org.uk)

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## Where am I covered?

This will depend on the product and choices you have made. Please refer to the policy booklet and policy schedule for details of where you are covered.

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## What are my obligations?

This is a summary of your main obligations under the policy.

- You must make a fair presentation of the risk to us, which includes telling us of any circumstances which we would take into account in our assessment or acceptance of this insurance. If you fail to make a fair presentation of risk this could affect the extent of cover provided or invalidate your policy
- You must also make a fair presentation to us in connection with any variations, e.g. changes you wish to make to your policy
- You must take all reasonable precautions to prevent loss or damage, and comply with any security or other loss prevention conditions in your policy documents
- You must notify us promptly of any event which might lead to a claim and follow the claims procedure set out in your policy
- For further details and any specific obligations relating to your trade or business activities following our assessment of your risk, please refer to your policy documents.

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## When and how do I pay?

Payment options should be discussed with your insurance adviser.

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## How do I cancel the contract?

You can cancel your policy at any time during your period of cover, subject to the notice period shown in your policy.

To cancel your policy, contact your insurance adviser.

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## Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

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