



# Summary of Proposed Insurance for

## **Association of Sound Designers**

10<sup>th</sup> September 2019

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This summary is for reference purposes only and does not contain the full terms and conditions of your insurance. Please refer to your policies for the full terms and conditions. If you have any queries about any aspect of your insurance arrangements please contact me via the above details.

# Your Insurance Summary

## Introduction

We would like to thank you for providing the information to enable us to provide you with for the forthcoming period of Insurance.

Please read this document in conjunction with our Terms of Business Agreement (which can be found on our website at [www.astonlark.com/performance](http://www.astonlark.com/performance)) which tells you more about Performance Film & Media, Aston Lark, our service to you and your duty to disclose a fair presentation of information relating to your business as required by the Insurance Act 2015.

Following our review of your insurance arrangements we are in a position to summarise our recommendations on how to structure your Insurance cover. Within this report we will provide you with the following:

1. A statement of your demands and needs
2. An executive summary of our proposal to you together with our recommendation of covers we feel you should consider that you currently do not have cover for
3. Our service to you
4. A statement of price and payment options
5. A summary of the cover we are recommending to you
6. A simple summary of some key insurance terms

In addition to this document I would bring your attention to the following which is attached:

<b>Schedule of Insurance</b>	<b>This sets out the cover that the quotation is based upon</b>
<b>Full Policy Wording</b>	This provides the complete policy terms, conditions and exceptions. (I have emailed this to you, but please let me know if you would like a hard-copy to be sent to you).
<b>Statement of Fact</b>	This quotation has been based on the information contained in the attached Statement of Fact, which has been used by Aviva Insurance Ltd in setting the premium and deciding on the terms that apply to your cover.

## Client Details and General Information

<b>Full Client Name</b>	Association of Sound Designers
<b>Address</b>	Harben House, Harben Parade, Finchley Road, London, NW3 6LH
<b>Business Description</b>	Any activity undertaken by an insured member in connection with their occupation as a Sound Designer
<b>Date Business Established</b>	2009

You must advise us if your business description is in anyway inaccurate as it may affect your insurer's opinion of the risk your business represents to them

### Important notice

This summary has been prepared for ease of reference and is designed to outline the insurance cover provided in easy understood terms. It does not, therefore, show the full terms, conditions and exceptions of the insurance for which reference must be made to the policy documents, particularly the Policy Wording. Within the Summary of the policy sections below where references are made to pages, these are pages within the Policy Wording.

The policy documents are the only legal evidence of the insurance cover granted and so should be carefully checked to ensure that they meet your requirements.

If there are any points that you believe to be incorrect, or of which you are unsure, please contact us.

### Very Important – your duty of disclosure and making a fair presentation

When entering into an insurance contract you must disclose all material facts and circumstances which ought to be known by you. This is anything which might influence an insurer as to whether to insure you or not, or continue with any insurance that you have, what premium to charge or conditions to impose. This information must be presented to insurers in a clear and structured manner so that the insurer can readily assess it.

You must undertake a reasonable search of your organisation so that the facts disclosed are accurate and complete thereby providing your insurers with a fair presentation of what you do. As well as Senior Management, your search should include, but not be limited to:

- Persons responsible for key functions
- Parties who are beneficiaries of your policies including separate or subsidiary business units
- Third party service providers or customers

It is important to note that entering into an insurance contract includes not only the inception and each renewal of it, but any variations or amendments. Your duty arises each time a policy is varied.

Examples of 'material facts' that need to be disclosed include (but are not limited to):

- any incidents of loss or damage at the premises, or claims or incidents that might give rise to a claim (whether or not any loss, damage or liability is covered by insurance, or whether an insurance claim is made or not)
- whether an insurer has declined a proposal for insurance, cancelled cover, refused to renew a policy etc.
- alterations to the normal form of business that you have told the insurers about, including the use of hazardous procedures or materials (e.g. use of heat or chemicals, etc.)
- construction of the buildings, e.g. use of composite panels which present a higher fire risk
- changes in occupation (if other parties occupy the premises, or part of the premises, this will have an effect on insurer's assessment of the risk)

- changes in security of any premises, or in the existence, type, and operation of alarms and extinguishers
- changes to location (including additional or replacement premises), purchases (equipment or vehicles), acquisitions or new subsidiaries – if these are not disclosed, they won't be covered under the policy
- overseas activities (different territories have different rules and propensities for litigation and hence trading overseas may increase the level of risk for insurers)
- new products or activities (the activities you undertake are used to assess the perceived risk presented)
- criminal convictions or disqualification as a director in respect of anyone involved in the business,
- whether any director or partner has been involved in a business that has gone into liquidation / administration, has been dissolved or similar, or if they have personally been bankrupt or been subject to a County Court Judgement or similar
- official notices or warnings from Councils or any other local or statutory authorities

It does not matter that insurers have not asked for any information – you must still disclose it. Ask us for any advice you need as to whether something is material. You must maintain a documented paper-trail (paper or electronic communications) to demonstrate that a reasonable search has been undertaken, including how such responses were verified as being correct

If you do not disclose all material facts the policy can be terminated from inception and the insurer may retain the premium. Other remedies may be available to your insurer depending on the circumstances of the non-disclosure. Please see our guide to the Insurance Act 2015 for further details of what insurers may do. An electronic copy is available on our website.

## Statement of Demands and Needs

**Following our review of your business we have assessed your insurance needs as**

**Public/Products Liability and Professional Indemnity Insurance for the full members of Association of Sound Designers**

## Executive Summary of our proposal

Whilst the report goes on to outline your cover in greater detail, the following are key highlights

<b>Your Public Liability Insurances</b>	<ul style="list-style-type: none"> <li>➤ Public Liability cover with a Limit of Indemnity of £10,000,000</li> <li>➤ Cover allows members domiciled in the United Kingdom to work anywhere Worldwide. Areas where the United Kingdom Foreign and Commonwealth Office advise against travel to will be excluded unless agreed in writing by Performance.</li> <li>➤ Excludes any claims arising from the use of Drones / UAV's</li> <li>➤ Performance to create a designated e-mail address where enquires from any member can be sent to.</li> <li>➤ Claims referral criteria               <ul style="list-style-type: none"> <li>- No previous claims in 3 years - acceptable</li> <li>- 1 claim with less than £5,000 paid in 3 years - acceptable</li> <li>- 1 or more claims with a value exceeding £5,000, in 3 years - referral to Performance for sign-off.</li> </ul> </li> </ul>
<b>Your Professional Indemnity Insurances</b>	<ul style="list-style-type: none"> <li>➤ Professional Indemnity cover with a Limit of Indemnity of £1,000,000</li> <li>➤ Cover allows members domiciled in the United Kingdom to work anywhere Worldwide. Areas where the United Kingdom Foreign and Commonwealth Office advise against travel to will be excluded unless agreed in writing by Performance.</li> <li>➤ Excludes Claims brought in the USA/Canada</li> <li>➤ Performance to create a designated e-mail address where enquires from any member can be sent to.</li> <li>➤ Claims referral criteria               <ul style="list-style-type: none"> <li>- No previous claims in 3 years - acceptable</li> <li>- 1 claim with less than £5,000 paid in 3 years - acceptable</li> </ul> </li> </ul>

	- 1 or more claims with a value exceeding £5,000, in 3 years - referral to Performance for sign-off.
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## This is subject to

<b>Payment</b>	<b>Payment of the invoice within the timescale specified.</b>
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## Our Service to you

At Performance, how we service your account is a main priority for us which is why we will work with you to ensure that we get your Insurance programme right, so in the event of a loss we can look to get you back trading as normal as quickly as possible.

Service	What will Performance do
<b>Your Account Handling team</b>	<p>Our service to you will include</p> <ol style="list-style-type: none"> <li>1. A dedicated account handler (with a direct email and telephone number) who will manage your insurance</li> <li>2. A team of professionals to support your dedicated account handler in their absence</li> <li>3. A full review of your insurances at least once a year prior to renewal</li> <li>4. Face to Face meetings where required</li> <li>5. Day to Day administration of your insurances</li> <li>6. Risk Management advice</li> <li>7. Renewal negotiation with your insurers</li> <li>8. Attending surveys requested by Insurers where required</li> <li>9. Facilitating premium finance (where required)</li> <li>10. Using our network of partners to connect you with other Industry professional when needed and where possible</li> <li>11. 10% discount to member on their annual policies</li> </ol>
<b>Claims</b>	<p>When you need to claim it is so important you let us know as soon as possible so we can help you. As a client of Performance you have a dedicated claims handler who will be assisted by your account handler to ensure your claim reaches a conclusion as smoothly as possible.</p> <p>Your dedicated claims handler is Cem Akdeniz who can be contacted on 020 3846 5275. All policies contain conditions regarding the notification of claims. It is, therefore, important you:</p> <ol style="list-style-type: none"> <li>1. Notify us immediately of any event or circumstances which might give rise to a claim together with preliminary details. In the case of Theft / Malicious Damage notify the Police who will provide a crime reference number;</li> <li>2. Make no admission of liability and forward any correspondence from a potential claimant to us unanswered.</li> <li>3. Provide, as soon as possible, such written evidence of the claim as may be required;</li> <li>4. If a Writ or Summons is received, this should be sent to us at once unanswered, as any delay could prejudice your Insurers and thus your right to receive indemnity under the policy.</li> </ol> <p>Failure to comply with your claims conditions can invalidate your claim.</p>

## Our role and how we have arrived at our recommendation

- We act as your agent in sourcing a suitable policy, advising you on your insurance arrangements and placing the cover.
- We have a delegated authority agreement with insurers whereby we may bind cover and issue policy documentation. We will be acting as agent of the Insurer when carrying out these functions.
- We act as your agent in the event of a claim.

We approached 3 insurers but they were unwilling to get to a workable premium, we have a scheme with Aviva which is specifically designed for the media industry and this is the only market used for placing your media insurance policy.

We recommend the Performance policy, as I believe it provides a most comprehensive range of covers suited exclusively to the media industry. The policy has been specially negotiated and is designed to be flexible, meaning you can amend or adapt your covers throughout the year to match your precise requirements at any time.

We have a good relationship with Hiscox and did approach 3 other insurers but they were too expensive for the covers you require

## Professional Indemnity

<b>What's covered – Professional Indemnity</b>	Indemnity for any claim for breach of duty, negligent act, error or omission or any other civil liability unless excluded in the performance of Professional Services
<b>Territorial Limits</b>	Anywhere in the World excluding USA/Canada
<b>Jurisdiction</b>	Anywhere in the World excluding USA/Canada
<b>Excess</b>	Professional Indemnity - £250 each and every claim Loss of Documents - £250 each and every claim
<b>Claims Notification</b>	This is a Claims Made section and cover will only apply to claims made against the company or insured person which are reported to insurers during that policy period. It is therefore vital that any claim or circumstance that may give rise to a claim is reported to insurers immediately. Your insurers will not pay for any claim or circumstance which gives rise to a claim of which you were aware of unless reported to them within the policy period you first became aware of the claim or circumstance
<b>Main Exclusions</b>	<p>Any claim made prior to or pending at inception of this policy</p> <p>Any claim or circumstance of which the person is aware of or should have been aware of prior to the inception of this section</p> <p>Any claim for personal injury or property damage unless due to the failure to achieve the legally required standard of care, diligence and expertise</p> <p>Any claims arising from Asbestos other than as specifically provided</p> <p>Any claim arising from contractual liability unless such liability would have attached in the absence of such contract</p> <p><b>Exclusions of Limited Companies</b> The policy will not provide any cover to:</p> <ol style="list-style-type: none"> <li>1. Any Limited company as defined under the Companies Act 1985 or any subsequent legislation where such company has more than one director unless that additional director is a family member and engaged in clerical duties only.</li> <li>2. Work performed under a formal partnership arrangement with any party who is not a member of the Association of Sound Designers</li> </ol> <p>The above lists the main exclusion contained under this section, for full details of the exclusions please refer to page 12 of your policy wording</p>

# Public and Products Liability

<b>What's covered – Public Liability</b>	Indemnity for your legal liability due to death or bodily injury or disease suffered by third parties, or loss of or damage to third party property arising in the course of your business within the territorial limits specified below. The limit of indemnity applies in respect of any one loss or series of losses arising from one event.
<b>What's covered – Products Liability</b>	This section provides you with indemnity for your legal liability due to death or bodily injury or disease suffered by third parties, or loss of or damage to third party property arising from the sale or supply of products within the territorial limits specified below. The limit of indemnity applies in respect of any one period of insurance.
<b>Territorial Limits</b>	Anywhere in the world in connection with the business conducted by you from premises within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
<b>Working at Height Limit</b>	30 metres
<b>Claims Notification</b>	You must notify us or insurers immediately of any event which may possibly lead to a claim being made against you and no offer, payment, promise or admission of liability must be made without your insurer's agreement.
<b>Main Exclusions</b>	<p>A full list of exceptions under this section are noted on pages 80- 84 in your Policy Wording, however we would like to bring the following exceptions to your attention</p> <ul style="list-style-type: none"> <li>Injury to any employee</li> <li>Liability arising from vehicles used in circumstances where compulsory insurance is required under the terms of the Road Traffic Acts</li> <li>Liability arising from the ownership or use of aircraft, aerial device, hovercraft or watercraft (exceeding 8 metres)</li> <li>Loss or damage to property being worked upon by you</li> <li>Loss or damage to property in your custody or control</li> <li>Liability arising from any work undertaken at any offshore installation</li> <li>Any liability you assume under contract, which would not have attached to you had the contract not existed</li> <li>Liability arising out of any professional advice given for a fee or in circumstances where a fee would normally be charged</li> <li>Products knowingly supplied for use in aircraft or to be exported to the USA or Canada</li> </ul>

## A simple summary of some key insurance terms

Insurance Term	Brief Explanation
<b>Average</b>	<p>If your sum insured is not enough to cover the full value of the items insured, the amount of any claim payment will be reduced in the same proportion. This is best explained by providing an example:</p> <p>True value at risk £ 100,000: Sum Insured £ 50,000: Amount of claim £ 10,000.</p> <p>The actual amount paid would be 50% of the total claim as the sum insured only represents 50% of the value at risk and thus the settlement would be £ 5,000</p> <p>For buildings the sum insured should be the rebuilding costs including debris removal and professional fees. For plant, machinery, fixtures and fittings the sum insured should be the replacement cost as new. For stock in trade the sum insured should be the purchase price or costs of manufacture.</p>
<b>Alteration</b>	<p>Your policy can be avoided if you fail to notify us immediately of any change of circumstance after the commencement of the insurance. Please refer to Page 106 for more information.</p>
<b>Conditions</b>	<p>A condition must be exactly complied with continually. If you do not comply with a condition your insurers may not pay out a claim if your non-compliance caused or contributed to the loss.</p> <p>We would in particular like to point out the following important conditions contained within your policy wording and strongly recommend that you read these to ensure you continue to comply with the requirements:</p> <p><b>Change in Occupancy</b>        You must advise us immediately if any building insured becomes unoccupied or disused or any unoccupied or disused building becomes occupied</p> <p><b>Construction</b>        The buildings occupied are constructed of brick, stone or concrete; roofed with slates, tiles, concrete, metal or asbestos and heated by low pressure hot water or steam, oil fired space heaters fed from a fuel tank in the open or overhead gas or electric appliances. If your premises do not comply with these requirements you must inform us immediately.</p> <p>Additional conditions applicable to each section have been detailed under those sections</p>
<b>Conditions precedent to Liability</b>	<p>All conditions precedent must be exactly complied with. Any failure to comply with the conditions may result in insurers rejecting any subsequent claims.</p> <p>We would in particular like to point out the following important conditions precedent to liability contained within your policy wording and strongly recommend that you read these to ensure you continue to comply with the requirements:</p> <p><b>Claims Notification</b>        You must immediately notify us or insurers of any event or occurrence which may result in a claim, and immediately notify the police where the claim is due to theft or malicious damage. You must provide written details of the claim within 30 days and provide insurers with all information and help that they may require. You must not admit any liability and any claims made by third parties against you should be passed to us or insurers unanswered. Please refer to pages 106 and 107 of your policy wording for full details.</p> <p><b>Reasonable Precautions</b>        You must maintain the premises, plant, machinery and equipment in a satisfactory state of repair, take all reasonable precautions to prevent loss or damage to the property insured, comply with all regulations and keep accurate and full records. You must take reasonable precautions to prevent accidents or injury to any third parties or damage to their property. You should keep books with a complete record of purchases and sales.</p> <p>Additional conditions precedent applicable to each section have been detailed under those sections</p>



<b>Subrogation</b>	<p>Subrogation only arises where the insurer pays your claim under a contract of indemnity (compensation for financial loss) and allows your insurer to take over any rights you may have against other parties with regard to making recoveries to minimise their loss.</p> <p>Your policy contains provisions that either exclude your insurers from liability or allow them to reduce their liability if you have entered into any agreements or contracts that exclude or reduce your rights to recover damages from another party in relation to any loss, damage or destruction.</p> <p>You may prejudice your rights with regard to a claim if, without the prior agreement from your insurer, you make any arrangement with a third party which will prevent your insurer from recovering any loss from that, or another, party.</p>
<b>Excess</b>	<p>This is the first part of a claim under the insurance policy that you must pay yourself. If the amount of loss is less than the excess, there will be no payment from the insurance. If the amount of the loss is more than the excess, then the excess will be taken away from the payment made by your insurers.</p>
<b>Subjectivities</b>	<p>If your insurers agree to insure you subject to certain requirements, failure to comply with them may result in cover not being in place. If a subjectivity is imposed, it will set out details of the necessary condition / action, the timescales for it to be met, any special terms that will apply until it is met, and the consequences if it is not met or not met in time.</p>
<b>Sum Insured / Limit of Indemnity</b>	<p>This is the maximum amount that the insurers will pay under your insurance</p>
<b>General Exclusions</b>	<p>The following risks are excluded from all sections of your policy.</p> <p>Terrorism (Unless this Cover is stated as Insured in your Policy Schedule)</p> <p>War and nuclear risks</p> <p>Sonic Bangs</p> <p>Electronic Risks</p>



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