

# ACTIVITIES INDUSTRY MUTUAL LIMITED COVER SUMMARY

Activities Industry Mutual Limited is a company registered in England and Wales, No.5372198, Registered Office: 90 Fenchurch St, London EC3M 4ST and is managed by Thomas Miller Discretionary Mutual Management, a trading style of Building Lifeplans Limited. Activities Industry Mutual Limited (FRN: 451585) is an appointed representative of Building Lifeplans Limited, a company authorised and regulated by the Financial Conduct Authority (FRN: 311894) and registered in England, No. 3871048, Registered Office: 90 Fenchurch Street, London EC3M 4ST.

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#### Introduction

This document summarises the cover offered by Activities Industry Mutual Limited. This cover is primarily designed for individuals and businesses in the activity industry sector who want to protect their assets and/or liabilities. You may not have chosen all the cover we offer.

# Please read our Cover Wording and your Certificate of Entry and Schedule to understand exactly what you are and are not covered for and the conditions and exclusions that apply to your cover.

You can find the Cover Wording at <a href="https://www.activitiesindustrymutual.co.uk/our-products/cover-wordings/">https://www.activitiesindustrymutual.co.uk/our-products/cover-wordings/</a>

It is very important that you always act as if you did not have this cover. For example, you must, at your own expense, take reasonable precautions to:

- keep your premises and contents safe and in good condition;
- prevent or minimise any damage, theft, loss, injury, accident, illness or disease and prevent death;
- avoid interruption to or interference with your business

and you must:

- choose competent and trustworthy employees;
- comply with any statutory or other regulations that apply to any part of your cover.

You must make sure that you repair or remedy any defect in property included in this cover as soon as you find it. In the meantime, you must take or arrange for any extra precautions needed to remove or minimise the danger or prevent more damage.

#### **Claims**

If you need to make a claim, or if something happens that might lead to a claim you must:

- tell us as soon as you can and follow this up with written support for your claim as soon as possible;
- notify the police about theft or malicious damage as soon as possible;
- tell us as soon as you know about any legal proceedings;
- provide us with details of any insurance policies you may have which may also cover the incident.

You can tell us about a claim:

- online at https://www.activitiesindustrymutual.co.uk/claims/
- by telephone
  - Monday to Friday 9.00am to 5.30pm 01892 888423
  - at all other times and on bank holidays
     01424 850 333

If **you** make a claim by telephone, **we** will ask **you** to **e**xplain what has happened and how and when it happened.

When **you** make a claim, **we** will ask **you** to give **us** documents to support the claim. It is a good idea to keep receipts, valuations, photographs, instruction booklets and guarantee documents as these will help to show **you** own the lost or **damaged** items and their value.

Please email or telephone **us** if **you** need any help filling in the online claim form or if **you** have any queries about **your** claim.

Please refer to the Cover Wording sections on How to Claim and Claims Conditions

### **Exclusions**

Each cover Section and most parts of each cover Section have their own exclusions. There are also some exclusions which apply to the whole of your cover. These are:

- any liability under a contract unless that liability would have attached if the contract had not been in place;
- nuclear risks and ionising radiation;
- anything that happens before a retroactive date shown on your Schedule;
- coronavirus or any similar virus;
- cyber risks;
- deliberate acts and illegal activities (except if covered under Section 7 Dishonesty of employees);
- the excess you have to pay;
- terrorism;
- war.

You can find full details in the General Exclusions Section of the Cover Wording. Some general exclusions do not apply to Employers' liability cover.

#### Fire and security conditions

If you have fire protection or extinguishing appliances at your premises, they must be inspected and serviced regularly and properly maintained, and there must be ready access to water supply controls. A fire alarm and sprinkler system must be tested weekly and always kept switched on.

If you have an intruder alarm at the premises it must have an annual maintenance contract. The alarm must always be switched on when you are closed for business.

When the premises are closed for business or unattended:

- all keys relative to the security of the premises, including those to safes or strongrooms, must be removed from the premises;
- all locks, bolts and other protection devices must be operational.

# Please see the full details of the Fire and security conditions and the Unoccupied buildings conditions in Section 1 of the Cover Wording and the Alarms systems conditions in Section 3.

#### **Complaints**

If you have a complaint about a claim, your cover with us or our service you can:

- call us on 020 7283 4646 or
- email us on manager@activitiesindustrymutual.com or
- write to us at

Activities Industry Mutual Limited 90 Fenchurch Street London EC3M 4ST

You can find more information about our complaints process, and what to do if you want to make a complaint about the Insurer or the employers' liability insurance, in the Cover Wording or on our website at <a href="https://www.activitiesindustrymutual.co.uk/about-us/important-docs/">https://www.activitiesindustrymutual.co.uk/about-us/important-docs/</a>.

### Section 1 – Property

All risks cover for your buildings, contents, computers and stock and other items specified in your Schedule

	replace locks, keys and security devices up to	
	£2,500 any one occurrence	
-	Loss of metered gas or metered water up to	
	£25,000 any one occurrence	
-	Personal money and stamps up to £1,000 any	
	one occurrence	
-	Personal belongings of employees and visitors at	
	your premises up to £1,000 each person each	
	occurrence	
-	Professional fees	
-	Public authority and legislative requirements	
-	Rent you pay up to the amount and number of	
	months shown on your Schedule	
-	Temporary repairs and speeding up repairs up to	
	the lesser of 10% of the sum covered or £50,000	
	any one occurrence	
-	Temporary removal - cover away from your	
	premises for unspecified items anywhere in the	
	UK up to the lesser of 10% of the sum covered or	
	£250,000 any one occurrence	
-	Theft damage to buildings not included in your	
	cover if you are responsible for the cost of the	
	damage up to £50,000 any one occurrence	
-	Trace and access up to £10,000 any one	
	occurrence	
-	Trees, shrubs, plants and turf up to £25,000 any	
	one occurrence	
-	Unauthorised use of electricity, gas or water up	
	to £25,000 any one occurrence	
-	Undamaged tenant's improvements up to	
	£50,000 any one occurrence	
-	Valuable up to £5,000 any one occurrence	
-	Wine, cigarettes and tobacco up to £750 any one	
	occurrence	

### Section 2 – Business Interruption

What's covered	What's not covered
<ul> <li>Loss of gross profit or income (your Schedule shows which you have chosen) if your business is interrupted or interfered with including by the following <ul> <li>accidental loss, destruction or damage to property at the premises used for your business up to the limit shown on your Schedule</li> <li>damage to property within 1km of your premises, up to the lesser of 20% of the annual gross profit or £500,000 any one occurrence</li> <li>denial of access (non-damage) as a result of <ul> <li>action by the police or any local authority following danger or disturbance within 250 metres of the premises</li> <li>a harmful device at the premises or thought to be at the premises, if you tell the police immediately</li> <li>up to £100,000 any one occurrence and in the cover period</li> </ul> </li> </ul></li></ul>	<ul> <li>Interruption or interference caused by damage to property not covered under Section 1</li> <li>Off premises damage caused by fire, storm, flood, earthquake, explosion, impact, radioactive or toxic materials and suspect packages</li> <li>Denial of access (non-damage) for the first 48 hours and for no longer than 3 months</li> <li>Loss of attraction for the first 48 hours</li> <li>Notifiable disease, murder, suicide, food or drink poisoning for the first 48 hours</li> <li>Damage to a utility supplier's premises or failure of supply for the first 24 hours</li> <li>any payment in excess of the maximum indemnity period stated in your Schedule</li> </ul>

- accidental loss, destruction of or damage at
  - a specified supplier's or customer's premise up to 10% of annual gross profit up to £2,500,000 any one occurrence unless shown otherwise on your Schedule
  - an unspecified supplier's or customer's premises up to the lesser of 5% of annual gross profit or £500,000 any one occurrence
  - at storage sites up to the lesser of 5% of annual gross profit or £1,000,000 any one occurrence
  - an exhibition or trade fair up to £15,000 any one occurrence and in the cover period
- failure at your electricity, gas, water or telecommunications provider up to the lesser of 20% of your annual gross profit or £1,000,000 any one occurrence and in the cover period
- utilities supply failure at your premises up to £25,000 any one occurrence and in the cover period
- damage to property at a contract site up to £25,000 any one occurrence and in the cover period
- certain notifiable diseases at the premises up to the lesser of £250,000 or 20% of the gross profit
- poisoning from or attributable to food or drink supplied from the premises up to the lesser of £250,000 or 20% of the gross profit
- discovery of vermin or pests at the premises up to the lesser of £250,000 or 20% of the gross profit
- any accident causing defects in the drains or other sanitary arrangements at the premises up to the lesser of £25,000 or 20% of the gross profit
- murder or suicide at the premises for up to the lesser of £250,000 or 20% of the gross profit
- damage covered under Section 4 Goods in Transit (even if you do not have cover under Section 4) up to £25,000 any one occurrence
- damage to covered property at another covered premises or damage to your other property in the UK up to £25,000 any one occurrence and in the cover period
- Loss of attraction to the premises following damage to another property within 1 mile of the premises up to £25,000 any one occurrence and in the cover period
- Rent you receive as shown in your Schedule
- Extra costs to avoid or reduce the business interruption loss up to the lesser of 30% of the annual gross profit or £1,000,000
- Outstanding debit balances the shortfall in book debts traced or received following the incident up to £500,000
- Computer breakdown optional additional costs if your computer system fails for the

reasons shown on the Cover Wording up to	
£50,000 any one occurrence	

### Section 3 - Money and assault

What's covered	What's not covered
<ul> <li>Money <ul> <li>Cover for non-negotiable money such as crossed cheques, money orders and vouchers up to £250,000 any one occurrence</li> <li>Negotiable money at the premises, in your home or an authorised partner's, director's or employee's home up to £2,000</li> <li>In transit <ul> <li>negotiable money with a professional carrier up to £100,000</li> <li>non-negotiable money</li> <li>carried by you or an authorised partner, director or employee up to £25,000</li> <li>with a professional carrier up to £250,000</li> <li>Damage to a safe, strongroom, bag, case during theft or attempted theft of money – the item's value at the time of the damage up to £25,000</li> <li>Clothing and personal effects up to £250 each person each occurrence</li> </ul> </li> <li>Assault</li> <li>Benefits if an employee or someone acting for your business is injured due to a robbery or hold-up</li> <li>£10,000 for death or permanent total disablement</li> <li>Loss of a limb or sight £5,000</li> <li>Temporary total disablement £100 each week up to 104 weeks.</li> </ul></li></ul>	<ul> <li>Money <ul> <li>Unexplained shortage or accounting error</li> <li>Loss of money from an unattended vehicle</li> <li>Loss of money by dishonesty unless you tell us within 14 days of the loss</li> <li>Loss from keys being left on the premises outside business hours or when the premises are unattended</li> <li>Cash over £2,500 in transit unless accompanied by at least two persons. For cash over £5,000 we require three persons and over £10,000 four persons. A professional security firm is required if over £15,000</li> </ul> </li> <li>Assault <ul> <li>Persons under 16 or over 75 years of age are not included in the cover</li> </ul> </li> </ul>

### Section 4 – Goods in transit

What's covered	What's not covered
<ul> <li>Accidental loss, destruction or damage to <ul> <li>your goods while in transit in road vehicles</li> <li>operated by you or a haulier, or by air or sea, or sent by parcel post or rail up to £5,000 any one loss, event or occurrence however many</li> <li>vehicles, consignments or packages are involved but up to <ul> <li>£5,000 any one consignment in a vehicle you own or operate</li> <li>£10,000 any one consignment in a vehicle you do not own or operate, or by rail</li> <li>£1,000 any one package in the post</li> <li>tarpaulins, ropes, securing chains and packing</li> </ul> </li> </ul></li></ul>	<ul> <li>Anything that happens outside the territorial limits</li> <li>Fraud or dishonesty by you, your directors, partners or employees</li> <li>Inadequate packaging or labelling</li> <li>Malicious damage/vandalism of goods in or on an open topped, soft topped, open sided or curtain sided vehicle or trailer</li> <li>Unexplained shortages</li> <li>Fragile items, money, jewellery, computers, mobile phones</li> </ul>
materials on a vehicle you operate up to £1,000	Special conditions – theft from unattended vehicles
any one occurrence	<ul> <li>All doors must be securely locked and all</li> </ul>
Transferring goods from the carrying vehicle if it	windows and other openings must be securely

### Section 5 – Loss of licence

What's covered   What's not covered	
<ul> <li>Depreciation of your financial interest in the premises if your licence to sell or supply alcohol is permanently withdrawn or if renewal is refused</li> <li>Costs to appeal a withdrawal of or refusal to renew the licence up to £25,000 any one claim</li> <li>Loss of licence caused by - your own acts or omis - the death, insolvency holder</li> <li>a compulsory purchas</li> <li>change in the law Anything you can claim constant.</li> </ul>	ssion or incapacity of the licence se order

### Section 6 – Watercraft

What's covered What's not covered		
<ul> <li>Accidental loss, damage or destruction of the property listed under this Section in your Schedule up to the cover limits shown. Includes watercraft and outboards as well as watercraft equipment that would usually be sold with the vessel</li> <li>UK inland waters and rivers</li> <li>UK coastal waters up to 15km from the coast</li> </ul>	<ul> <li>Trailers</li> <li>Watercraft exceeding 22 meters in length</li> <li>Motorboats and jet skis designed to travel at more than 17 knots or 30 km an hour</li> <li>Consumable stores</li> <li>Moorings</li> <li>Water skis, diving equipment and fishing gear</li> <li>Masts, spars and fittings, sails and standing or running rigging while racing</li> <li>Sails spilt by wind or water and sails blown away</li> <li>Theft of watercraft         <ul> <li>if it does not include force or violence</li> <li>on or in an unattended trailer vehicle that is not properly secured</li> </ul> </li> <li>Theft of outboard motors and equipment unless securely locked by a key operated anti-theft device or unless force/violence can be demonstrated</li> <li>Damage to jet drives or prolusion units caused by ingested underwater or floating objects</li> <li>Unseaworthy watercraft</li> </ul>	
Section 7 – Dishonesty of employees		
What's covered		

|--|

<ul> <li>Loss of your money or property caused by an employee's fraud or dishonesty</li> <li>Auditors' fees to confirm the amount of the l</li> <li>Re-writing or amending software to revise security controls</li> <li>Loss before this cover began that you discove after this cover began</li> </ul>	<ul> <li>Theft of</li> <li>money not discovered within 30 days</li> </ul>

### **Exclusions applying to Sections 1-7**

Damage, injury, liability or costs caused by the following is not covered under Sections 1 to 7

- any process including cleaning, repairing, restoring, testing and packaging
- anything that happens gradually
- boiler explosion or failure
- dishonest access to, taking, distortion or corruption of data
- collapse or cracking of a building
- electrical or mechanical breakdown
- faulty workmanship
- firework displays
- insects and vermin
- impact by watercraft
- Mould, mildew, fungus, spores, viral or bacterial pathogens
- pollution or contamination
- sonic booms
- subsidence heave or landslip
  - caused by buildings bedding down, coastal or river erosion, the movement of made up ground or to buildings on a mining site
  - while a building is being built, altered or repaired
  - you knew about before we agreed to give you this cover
  - to walls, gates, fences, roads, yards and other hard surfaces unless a building is damaged at the same time
- theft from a building at the premises unless force or violence is used to get into or out of the building
- the value of information in documents or electronic data

#### We do not cover

- fines, penalties or damages for breach of contract
- imports until fully discharged or no longer covered by marine insurance
- molten materials freezing, solidifying or escaping

Not all the exclusions apply to all the covers under Sections 1 to 7 - this is explained in the Cover Wording

### Section 8 – Employers' liability

What's covered	What's not covered
Legal liability for death of or injury to employees	<ul> <li>Deliberate acts</li> </ul>
<ul> <li>up to £10,000,000 inclusive of all legal costs and</li> </ul>	<ul> <li>Ionising radiation or contamination by</li> </ul>
expenses; £5,000,000 if terrorism related	radioactivity
<ul> <li>Legal costs and expenses for defending</li> </ul>	<ul> <li>Mechanically propelled vehicles where</li> </ul>
prosecutions for breach of statutory duty	compulsory motor insurance is required by the
including under the Health and Safety at Work	Road Traffic Acts or indemnity is provided by a
etc. Act up to £1,000,000 any one claim and for	motor insurance policy
all claims in the cover period	<ul> <li>Claims made in North America</li> </ul>
<ul> <li>Prosecution costs up to £1,000,000 any one</li> </ul>	<ul> <li>Fines and penalties</li> </ul>
prosecution and in the cover period	

- Legal costs and expenses for defending prosecutions under Corporate Manslaughter legislation up to the limit you have agreed with us or £1,000,000, whichever is less, for any one claim and for all claims in any one cover period
   Legal costs expenses and resulting from a claim
- Legal costs expenses and resulting from a claim for damage or distress under the data protection laws up to £1,000,000 any one claim and for all claims in the cover period
- Offshore activities, if shown in your Schedule as included in your cover, up to the amount shown in your Schedule
- Witnesses £500 a day for you, a partner or director, £250 a day for employees, to attend court as a witness to do with something included in the cover under Section 8
- In addition to the cover we provide, you have employers' liability insurance from the Insurer shown on your Certificate of Employers' Liability Insurance so that you comply with your statutory obligations to your employees

### Section 9 – Public and products liability

	1
What's covered	What's not covered
<ul> <li>Compensation you have to pay if you are legally</li> <li>liable if someone is injured or dies or their property</li> <li>is damaged</li> <li>public liability up to £5,000,000 any one claim or series of claims arising out of one occurrence</li> <li>sudden and accidental pollution up to £5,000,000 any one occurrence and in the cover period</li> <li>products liability up to £5,000,000 any one occurrence and in the cover period</li> <li>products liability up to £5,000,000 any one occurrence and in the cover period</li> <li>tegal liability</li> <li>resulting from a building you used to own</li> <li>for injury or property damage resulting from a vehicle you do not own or provide while used for your business by you or an employee</li> <li>of you and your director, partner or employee while working for your business outside the UK</li> <li>for death or injury to another employee or damage to another employee's property by employees taking part in your canteen, sports, social club or welfare activities</li> <li>of a private individual for death or injury resulting from first aid carried out as your first aid provider</li> <li>for death, injury or property damage caused by moving a vehicle that does not belong to you that is interfering with your business</li> <li>of a principal under a contract or agreement with you</li> <li>for breach of a professional duty or negligence, defamation, privacy or intellectual property</li> </ul>	<ul> <li>Legal costs and expenses for claims brought in the USA or Canada are included within the cover limit We do not give cover for fines or penalties or legal liability resulting from <ul> <li>deliberate acts</li> <li>death or injury to employees</li> <li>any advice or service</li> </ul> </li> <li>asbestos, gradual pollution, nuclear ionising, radiation or contamination by radioactivity</li> <li>war and terrorism</li> <li>mechanically propelled vehicles where compulsory motor insurance is required by the Road Traffic Acts or indemnity is provided by a motor insurance policy</li> <li>aircraft, hovercraft or hydrofoils</li> <li>power boats longer than 22 metres or operating outside inland or territorial waters</li> <li>recall of products resulting from any defect or its unsuitability</li> <li>a contract or agreement unless the liability would have existed if the contract or agreement did not exist</li> </ul>

#### rights

rights
Legal costs and expenses and representation at a
Coroner's inquest
Cross liabilities – if the Member is made up of more
than one legal entity cover is provided for each part
of the Member subject to the cover limit of applying
to the total of all claims
Legal costs and expenses for defending prosecutions
for breach of statutory duty including under the
Health and Safety at Work etc. Act 1974 up to
£1,000,000 any one claim and for all claims in the
cover period
Prosecution costs up to £1,000,000 any one
prosecution and in the cover period
Legal costs and expenses for defending prosecutions
under Corporate Manslaughter legislation up to the
limit you have agreed with us or £1,000,000,
whichever is less, for any one claim and for all claims
in any one cover period
Legal costs expenses and resulting from a claim for
damage or distress under the data protection laws
Professional indemnity – damages or awards arising
for any negligent act, error or omission up to
£100,000 any one occurrence and for all claims in
the cover period
Loss of or damage to documents up to £25,000 any
one loss
Claims for sexual abuse – damages and defence
costs up to £500,000 or the limit shown on your
Schedule any one occurrence
Witnesses - £500 a day for you, a partner or
director, £250 a day for employees, to attend court
as a witness to do with something included in the
cover under Section 9