

## Combined Liability Insurance Policy Endorsement

**IMPORTANT NOTICE: Please check this Policy Schedule carefully.**

Policy / Certificate number:	ENTCL/00676
Client Reference:	INCOR-1
Assured:	Full, Student & Early Career members for the time being of the Independent Society of Musicians
Correspondence Address:	4-5 Inverness Mews London W2 3JQ
Business Description:	a) Any activity connected to the Assured's occupation as a musician (including composing, conducting, mentoring, performing, rehearsing, singing or teaching or as a music professional (including music administrator, music technician, music therapist, music consultant or music publisher).  b) Students undertaking a degree level (or equivalent) course in music for activities connected with their studies or any work as a music professional  c) The organisation and staging of music performances and pupils concerts  d) Any activity undertaken by an ISM local group
Period of Insurance:	01/08/2022 to 31/07/2023, both dates inclusive
Operative Sections and Limits of Indemnity:	1. Employers' Liability: £10,000,000 2. Public Liability: £10,000,000 3. Products Liability: £10,000,000
Policy Excess:	Nil
Endorsement Effective Date:	7 <sup>th</sup> October 2022
Endorsement Number:	001
Endorsement Reason For Issue:	Change in Policyholder title

## Combined Liability Insurance

### Non-Standard Policy Endorsements

#### **North American Inclusion Clause**

Notwithstanding anything herein to the contrary, it is hereby noted and agreed that cover under this policy is extended to include activities undertaken by the Insured in North America, subject to the undernoted conditions.

In respect of claims happening in North America or where a claim is brought in North America

a) the Limit of Indemnity is restricted to a maximum of £5,000,000 in respect of each and every claim made under sub-section 2 (Public Liability) and in respect of all claims made under sub-section 3 (Products Liability)

b) there will be no indemnity under this policy for fines or penalties for aggravated exemplary or punitive damages

c) there will be no indemnity under this policy in respect of any legal liability of whatsoever nature directly or indirectly caused or contributed to or occurring by the presence of Asbestos, Asbestos Containing Materials or Asbestos Dust or the release of Asbestos Dust or the exposure of persons buildings or property to Asbestos Asbestos Containing Materials or Asbestos Dust

d) all costs and expenses of the claimant and the costs and expenses (incurred by the Insurer or with the Insurer's written consent) of any person entitled to indemnity are included within the Limit of Indemnity stated in the Schedule

e) there will be no indemnity under this policy in respect of any legal liability caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere

f) the Insurers will not pay the first £2,500 of any claim arising

g) North America shall mean the United States of America or Canada or their territories or possessions or Puerto Rico

#### **Policyholder Clarification**

It is noted that the Independent Society of Musicians is a trading name of the Incorporated Society of Musicians, a company registered in England under number 36882.

#### **Property belonging to a Third Party**

We will indemnify the Insured member in respect of legal liability for damage to Property, which is held in trust or in the custody or control of the Insured member in connection with the Business.

The maximum We will pay in respect of this clause is:

i) £25,000 for any one claim.

ii) £100,000 any one Insured member during the period of insurance.

We will not provide indemnity in respect of:

a) Damage to Property owned, leased, hired or rented to the Insured member.

b) Damage to Property which is held in trust or in the custody or control of any other person.

c) the first £500 of each and every loss under this clause.

d) where indemnity is provided by another insurance policy.

e) Damage to Property which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.

**Limited Companies And Formal Partnerships**

We will provide indemnity in respect of:

- (1) A Limited company as defined under the Companies Act 1985 operating in connection with The Business where
- a. the Policyholder is the sole employee and director other than one additional director who is a family member and engaged in clerical duties only; or
  - b. there are a maximum of two employees and directors providing that each employee and director shall be a member of the Independent Society of Musicians and would otherwise be insured by this policy for the activities undertaken in the absence of the Limited Company.
- (2) work performed under a formal partnership arrangement with any party who is also a member of the Independent Society of Musicians and is insured under this policy.

**Membership Policy - Period of Insurance Amendment Clause**

In respect of any eligible member purchasing or renewing their membership during the Period of Insurance stated in the Schedule, this policy extends to provide cover until the expiry date of their membership providing that

- i) the member remains eligible for the insurance under the terms of their membership
- ii) the membership period commences during the Period of Insurance and is for a maximum duration of 12 months.