



## Performance Policy Schedule

This schedule forms part of your policy

If the information in The Schedule is incorrect or incomplete or if the insurance does not meet Your requirements, please tell Us as soon as possible. You are reminded of the need to tell Us immediately of any facts or changes which We would take into account in Our assessment or acceptance of this insurance as failure to disclose all relevant facts may invalidate Your policy, or may result in the policy not operating fully.

### Your Policy Details

**Reason For Issue** Renewal

**Policy Number** 23802636CHC/001242

**The Policyholder** Professional & Affiliate Members for the time being of the Association of Lighting Designers

**Correspondence Address**  
The A L P D  
Po Box 801  
Banbury  
OX16 6RS

**The Business** The members occupation as a lighting designer or lighting technician including the design, preparation, installation, maintenance and operation of lighting rigs, video and projection designer &/or technician, the teaching or mentoring of these activities and as a manager or technician in the theatre, entertainment and live event industries.

**Period of Insurance** Effective Date: 1<sup>st</sup> April 2024

Expiry Date: 31<sup>st</sup> March 2025

Renewal Date: 1<sup>st</sup> April 2025

**Premium Due** £3600.00 plus £432.00 Insurance Premium Tax at 12%

**Total Premium Due** £4032.00

**Annual Premium** £3600.00 plus £432.00 Insurance Premium Tax at 12%

**Total Annual Premium** £4032.00

**Current No Claims Discount** 3 years

Please note that Your annual insurance premium may include an amount or amounts for additional covers or services. Please read Your schedule and all other documentation carefully to ensure You know how much You are paying in total.

This policy is underwritten by Aviva Insurance Limited.  
Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.



Authorised Signatory

A handwritten signature in black ink, appearing to be "A. J. Smith", is written over a large, empty rectangular box.

This policy is underwritten by Aviva Insurance Limited.  
Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.



## Operative Sections

Section	Operative/Not Operative
Property Damage – All Risks	Not Operative
Breakdown	Not Operative
Goods In Transit	Not Operative
Money and Assault	Not Operative
Business Interruption	Not Operative
Book Debts	Not Operative
Producers Indemnity	Not Operative
Multimedia	Not Operative
Multimedia – Post Production Indemnity	Not Operative
Employers' Liability	Not Operative
Public and Products Liability	Operative
Commercial Legal Protection	Not Operative
Directors & Officers Liability	Not Operative
Personal Accident	Not Operative
Business Travel	Not Operative
Terrorism	Not Operative

This policy is underwritten by Aviva Insurance Limited.  
Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.



Property Damage – All Risks

**Policy Number** 23802636CHC/001242

**The Policyholder** Professional & Affiliate Members for the time being of the Association of Lighting Designers

**The Business** The members occupation as a lighting designer or lighting technician including the design, preparation, installation, maintenance and operation of lighting rigs, video and projection designer &/or technician, the teaching or mentoring of these activities and as a manager or technician in the theatre, entertainment and live event industries.

**The Premises:** The below noted Risk Addresses which are owned or leased by the Policyholder in connection with the Business

<b>Risk Address Number</b>	<b>Address</b>	<b>Additional Clauses, Conditions and Contingencies applying per Risk Address</b>
1	The A L P D Po Box 801 Banbury OX16 6RS	<b>Additional Clause List A</b> O – Minimum Security Condition S – Visible Signs <b>Additional Contingencies</b> A - Subsidence D - Glass <b>Additional Conditions</b> Q - Unoccupied Premises - Non-sprinklered T - Stock storage - Basements Only

Please refer to the policy booklet for the clauses that automatically apply to this section. The following additional clauses and contingencies apply to the whole of this section:-

Policy Condition 13 – Index Linking applies to Items i-v of this section

This policy is underwritten by Aviva Insurance Limited.  
Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.



**Public and Products Liability Insurance**

**Policy Number** 23802636CHC/001242

**The Policyholder** Professional & Affiliate Members for the time being of the Association of Lighting Designers

**The Business** The members occupation as a lighting designer or lighting technician including the design, preparation, installation, maintenance and operation of lighting rigs, video and projection designer &/or technician, the teaching or mentoring of these activities and as a manager or technician in the theatre, entertainment and live event industries.

**Public Liability Section**

**Limit of Indemnity** £10,000,000

**Description of Activities**

**Work at Own Premises** £0 wages and salaries

**Work Away from Own Premises** £0 wages and salaries

**Height Limit** 40 Meters

**Products Liability**

**Limit of Indemnity** £10,000,000

**Turnover from Products Supplied**

Worldwide, excluding USA/Canada £0

USA/Canada £0

**Excess** £250 Third Party Property Damage

Please refer to the policy booklet for the clauses, conditions and exceptions that automatically apply to this section. The following additional endorsements apply to this section:-

- C – Products Supplied Restriction
- E – North American Products Supplied Exclusion
- K – Height Limit – Applicable

**This policy is underwritten by Aviva Insurance Limited.  
Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.**



**This policy is underwritten by Aviva Insurance Limited.  
Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation  
Authority.**



The following is added to the Policy Exceptions at the back of your policy booklet.

6. We will not provide cover for any claim in any way directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence:

- (a) Any Coronavirus (including but not limited to SARS-CoV, SARS-CoV-2 and MERS-CoV) or any disease caused by any Coronavirus (including but not limited to Severe Acute Respiratory Syndrome, COVID-19 and Middle East Respiratory Syndrome); or
- (b) Any mutation or variation of any virus or disease listed under 1 above, or any other disease by any such mutated or varied virus, including, without limitation to the scope of the foregoing:
  - (i) Any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any virus or disease referred to in (a) or (b) above, or
  - (ii) Any fear or threat of (a), (b) or (i) above.

However, this Additional Policy Exception does not apply in respect of the following Sections when insured by this policy

- (1) Employers Liability
- (2) Public & Products Liability
- (3) Goods in Transit
- (4) Directors and Officers

**This policy is underwritten by Aviva Insurance Limited.  
Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.**



## Endorsement - amended Contract of Insurance

### The following applies to your policy:

The Contract of Insurance clause is amended and restated as follows:

#### **The Contract of Insurance**

The contract of insurance between you and us consists of the following elements, which must be read together:

- your policy wording;
- the information contained on your "Statement of Facts" document issued by us;
- the policy schedule;
- any notice issued by us;
- any endorsement to your policy; and
- the information under the heading "Important Information" which we give you when you take out or renew your policy.

In return for you having paid or agreed to pay the premium, we will provide the cover set out in this policy, to the extent of and subject to the terms and conditions contained in or endorsed on this policy.

#### **Important**

This policy is a legal contract. You must tell us about any material circumstances which affect your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence our judgement in determining whether to provide the cover and, if so, on what terms. If you are not sure whether a circumstance is material ask your insurance adviser. If you fail to tell us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information you give us or your insurance adviser when you renew this policy.

#### **Breach of Term**

We agree that where there has been a breach of any term (express or implied) which would otherwise result in us automatically being discharged from any liability, then such a breach shall result in any liability we might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that we will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

#### **Terms not relevant to the actual loss**

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then we agree that we may not rely on the non-compliance to exclude, limit or discharge our liability under this policy if you show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

**This policy is underwritten by Aviva Insurance Limited.  
Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.**





## Important Information

### If you have a complaint

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please contact Performance, 3rd Floor, Simpson House, 6 Cherry Orchard Road, Croydon, Surrey, CR0 6BA or telephone 020 8256 4931.

We are covered by the Financial Ombudsman Service for complaints from private individuals, certain small businesses, charities and trusts. If you have complained to us and we have been unable to resolve your complaint, you may be entitled to refer it to this independent body. Following the complaints procedure does not affect your right to take legal action.

### Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

1. The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
2. In the case of a business, the law applying in that part of the UK, Channel Islands or Isle of Man where it has its principal place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.

### Material Facts

All material facts must be disclosed. Failure to do so could invalidate the policy. A material fact is one that is likely to influence an insurer in the acceptance and assessment of this application. If you are in any doubt as to whether a fact is material then it should be disclosed to the insurer. If any changes in circumstances arise during the period of insurance cover please provide your insurer with details.

In connection with the business or any other business in which you, your directors, partners or family members are involved in, or have been involved, and in respect of the proposed cover(s) should there be a discrepancy between the information provided and that validated, we reserve the right to:

- vary the terms
- cancel the policy
- void the policy from the start

### Personal (non-business) Policyholders:

You must take reasonable care to answer all questions honestly and to the best of your knowledge. If your answers to the questions we ask are not complete and accurate, your policy may be cancelled, treated as if it never existed, we may revise the premium or terms, or your claim may be rejected or not fully paid. Please refer to our Terms of Business for further information.

A specimen copy of the policy wording is available on request. We recommend you keep a record (including copies of letters) of all information provided to the insurer for your future reference. A copy of the completed application form will be supplied on request within a period of three months after its completion.

**This policy is underwritten by Aviva Insurance Limited.  
Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.**



### **General Data Protection Act –Information Uses**

For the purposes of the General Data Protection Regulation (Regulation (EU) 2016/679), the Data Controllers in relation to any personal data you supply are Howden UK Brokers Limited (trading as Performance) and Aviva Insurance Limited.

#### **Insurance Administration**

Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agents, by reinsurers and your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and for us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

In assessing any claims made, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions).

Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

#### **Credit Searches and Accounting**

In assessing your Application/Renewal, to prevent fraud, check your identity and to maintain its policy records, the insurer may search files made available to it by credit reference agencies who may keep a record of that search. The insurer may also pass to credit reference agencies information it holds about you and your payment record. The information will be used by other credit lenders for making credit decisions about you and the people with whom you are financially associated for fraud prevention, money laundering prevention and for tracing debtors. The insurer may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by the insurer, acceptance or rejection of your application will not depend only on the results of the credit scoring process.

#### **Sensitive Data**

In order to assess the terms of the insurance contract or administer claims that arise, the insurer may need to collect data that the General Data Protection Regulation defines as sensitive (such as medical history or criminal convictions). By proceeding with this application/renewal you will signify your consent to such information being processed by the insurer or its agents.

#### **Marketing**

Aviva group and its agents may use your information to keep you informed by post, telephone, facsimile, e-mail, text messaging or other means about products and services that may be of interest to you. Your information may also be disclosed and used for these purposes after your policy has lapsed. By providing us with your contact details, you consent to being contacted by these methods for these purposes. If you do not wish to receive marketing information, please write to Aviva Insurance Ltd, FREEPOST, Mailing Exclusion Team, Unit 5, Wanlip Road Industrial Estate, Syston, Leicester, LE7 1PD

#### **Fraud Prevention and Detection**

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this to prevent fraud and money laundering.

We can supply on request further details of the agencies and databases we access or contribute to by contacting Performance.

We and other organisations may also search these agencies and databases to:

**This policy is underwritten by Aviva Insurance Limited.**

**Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH**

**Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.**



- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity.

#### **Claims History**

- Under the conditions of your policy you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.
- We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim

You should show these notices to anyone who has an interest in the insurance under the policy.

#### **Making a claim – Telephone Contact Points**

Should you need to make a claim under this policy, please contact us using the appropriate telephone number shown below:

Aviva Insurance Claims notification and helpline: 0500 11 44 77

In all cases, please quote your policy number.

#### **Copy Policy Availability**

A policy booklet was issued at the commencement of your cover, however if you would like to receive a new policy booklet please let us know by telephoning Performance on 020 8256 4931 or writing to Performance, 3rd Floor, Simpson House, 6 Cherry Orchard Road, Croydon, Surrey, CR0 6BA.

#### **Telephone Call Recording**

For our joint protection telephone calls may be recorded and/or monitored

#### **Your Cancellation Rights**

There are no statutory cancellation rights under this policy.

#### **Period of Validity of Quotations**

The renewal premium quoted is valid until the expiry of your current policy.

**This policy is underwritten by Aviva Insurance Limited.  
Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.**