

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 https://www.activitiesindustrymutual.co.uk/our-products/cover-wordings/

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
 at all other times and on bank holidays
 01892 888423
 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

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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 01892 893 225 or
- email us on <u>manager@activitiesindustrymutual.com</u> 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 https://www.activitiesindustrymutual.co.uk/about-us/important-docs/.

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Section 1 – Property

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

What's covered

- Architects', surveyors, consulting engineers' and other fees for estimates, plans, specifications, quantities, tenders and supervision
- Extra costs to comply with buildings and other regulations
- Buildings being constructed or altered up to £100,000 any one occurrence
- Capital additions up to the lesser of 10% of the amount covered or £1,000,000 each premises and in the cover period;
- Computer systems records the lesser of 10% of the cover limit for computers or £25,000
- Criminal acts reward costs up to £50,000 any one occurrence
- Debris removal
- Decontamination and decommissioning up to £10,000 any one occurrence and for all claims in the cover period
- Energy performance and sustainable buildings up to £25,000 any one occurrence
- Documents up to £10,000 any one occurrence
- Errors and omissions up to £100,000 any one occurrence
- Exhibitions and trade fairs damage to covered property at and in transit to or from an exhibition or trade fair up to £50,000 each occurrence
- Fire extinguishment expenses -refilling fire extinguishers, recharging gas flooding systems, refilling sprinkler tanks, replacing used sprinkler heads and resetting fire alarms used for damage to buildings or contents we agree to pay for up to £50,000 any one occurrence
- Fixed glass and washroom facilities, up to £50,000; damage to lettering, embossing or other ornamental work on fixed glass up to £1,000; repairing or replacing frames and security fittings up to £500 – all, any one occurrence
- Flood resilience up to £250,000 any one occurrence
- Food at the premises damaged by a change in temperature in a unit or release of refrigerant fumes up to the limit you choose shown on your Schedule
- Leased premises difference in conditions/limits up to £500,000 any one occurrence
- Lock replacement loss or theft of keys costs to get into the premises, safe or strong room,

What's not covered

- If we agree your claim, settlement will be on a reinstatement basis unless "Day one" is shown on your Schedule
- £250 excess for all claims other than subsidence claims
- £1,000 excess for subsidence claims
- Professional fees for preparing a claim
- If the premises are not used or accessed for your business for more than 30 days in a row, you must tell us. Cover will reduce to fire, lightning, explosion, aircraft and aerial devices, earthquake, riot, civil commotion and impact, unless we agree otherwise. In some circumstances your cover may be cancelled or we may put special conditions on your cover
- You must always keep the amounts covered at a level that represents full value. If you do not, your claim may be reduced proportionately

Some items are not covered under Section 1; these include

- vehicles licensed for road use, jewellery, livestock, money and non-domestic boilers
- hired in plant and equipment unless your
 Schedule shows it is covered
- moveable property in the open

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- 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

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

- accidental loss, destruction or damage to property at the premises used for your business up to the limit shown on your Schedule
- 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
- denial of access (non-damage) as a result of
 - action by the police or any local authority following danger or disturbance within 250 metres of the premises
 - a harmful device at the premises or thought to be at the premises, if you tell the police immediately

up to £100,000 any one occurrence and in the cover period

What's not covered

- Interruption or interference caused by damage to property not covered under Section 1
- Off premises damage caused by fire, storm, flood, earthquake, explosion, impact, radioactive or toxic materials and suspect packages
- Denial of access (non-damage) for the first 48 hours and for no longer than 3 months
- Loss of attraction for the first 48 hours
- Notifiable disease, murder, suicide, food or drink poisoning for the first 48 hours
- Damage to a utility supplier's premises or failure of supply for the first 24 hours
- any payment in excess of the maximum indemnity period stated in your Schedule

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- 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

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

Section 3 - Money and assault

Money

What's covered

- Cover for non-negotiable money such as crossed cheques, money orders and vouchers up to £250,000 any one occurrence
- Negotiable money at the premises, in your home or an authorised partner's, director's or employee's home up to £2,000
- In transit
 - negotiable money with a professional carrier up to £100,000
 - non-negotiable money
 - carried by you or an authorised partner, director or employee up to £25,000
 - with a professional carrier up to £250,000
- 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
- Clothing and personal effects up to £250 each person each occurrence

Assault

Benefits if an employee or someone acting for your business is injured due to a robbery or hold-up

- £10,000 for death or permanent total disablement
- Loss of a limb or sight £5,000
- Temporary total disablement £100 each week up to 104 weeks.

What's not covered

Money

- Unexplained shortage or accounting error
- Loss of money from an unattended vehicle
- Loss of money by dishonesty unless you tell us within 14 days of the loss
- Loss from keys being left on the premises outside business hours or when the premises are unattended
- 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

Assault

 Persons under 16 or over 75 years of age are not included in the cover

Section 4 - Goods in transit

What's covered

Accidental loss, destruction or damage to

- your goods while in transit in road vehicles 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 vehicles, consignments or packages are involved but up to
 - £5,000 any one consignment in a vehicle you own or operate
 - £10,000 any one consignment in a vehicle you do not own or operate, or by rail
 - £1,000 any one package in the post
- tarpaulins, ropes, securing chains and packing materials on a vehicle you operate up to £1,000 any one occurrence

Transferring goods from the carrying vehicle if it

What's not covered

- Anything that happens outside the territorial limits
- Fraud or dishonesty by you, your directors, partners or employees
- Inadequate packaging or labelling
- Malicious damage/vandalism of goods in or on an open topped, soft topped, open sided or curtain sided vehicle or trailer
- Unexplained shortages
- Fragile items, money, jewellery, computers, mobile phones

Special conditions – theft from unattended vehicles

 All doors must be securely locked and all windows and other openings must be securely

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catches fire, explodes, overturns or is in a collision up to £1,000 any one occurrence

Damage to employee's personal property cause by fire, explosion, theft, collision or overturning of the carrying vehicle up to £500 any one occurrence

- and properly fastened and the keys removed from the vehicle
- Any alarm and immobiliser must be switched on and made fully operational
- After the last transit on a working day, the vehicle must be in a securely locked building of substantial construction, or in a compound which has secure walls and fences with all exit points secured by locked gates, or in a permanently guarded security park
- Any intruder alarm or immobiliser fitted to any vehicle or trailer owned or operated by you, must be regularly and efficiently maintained

Section 5 - Loss of licence

What's covered What's not covered Depreciation of your financial interest in the Loss of licence caused by premises if your licence to sell or supply alcohol your own acts or omission is permanently withdrawn or if renewal is the death, insolvency or incapacity of the licence refused holder Costs to appeal a withdrawal of or refusal to a compulsory purchase order renew the licence up to £25,000 any one claim change in the law

Anything you can claim compensation for under a statute

Section 6 – Watercraft

What's covered 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 UK inland waters and rivers UK coastal waters up to 15km from the coast

What's not covered

Trailers

- Watercraft exceeding 22 meters in length
- Motorboats and jet skis designed to travel at more than 17 knots or 30 km an hour
- Consumable stores
- Moorings
- Water skis, diving equipment and fishing gear
- Masts, spars and fittings, sails and standing or running rigging while racing
- Sails spilt by wind or water and sails blown away
- Theft of watercraft
 - if it does not include force or violence
 - on or in an unattended trailer vehicle that is not properly secured
- Theft of outboard motors and equipment unless securely locked by a key operated anti-theft device or unless force/violence can be demonstrated
- Damage to jet drives or prolusion units caused by ingested underwater or floating objects
- Unseaworthy watercraft

Section 7 – Dishonesty of employees

What's covered	What's not covered
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- Loss of your money or property caused by an employee's fraud or dishonesty
- Auditors' fees to confirm the amount of the loss
- Re-writing or amending software to revise security controls
- Loss before this cover began that you discover after this cover began
- Minimum standards of control for supervision, accounting procedures and checking the security of money or goods
- Theft of
 - money not discovered within 30 days
 - other property not discovered within 24 months
- Any theft by an employee after you find out about anything which casts doubt on their honesty

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 Deliberate acts up to £10,000,000 inclusive of all legal costs and Ionising radiation or contamination by expenses; £5,000,000 if terrorism related radioactivity - Legal costs and expenses for defending Mechanically propelled vehicles where prosecutions for breach of statutory duty compulsory motor insurance is required by the Road Traffic Acts or indemnity is provided by a including under the Health and Safety at Work etc. Act up to £1,000,000 any one claim and for motor insurance policy Claims made in North America all claims in the cover period Prosecution costs up to £1,000,000 any one Fines and penalties prosecution and in the cover period

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- 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 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

What's covered

Compensation you have to pay if you are legally liable if someone is injured or dies or their property is damaged

- public liability up to £5,000,000 any one claim or series of claims arising out of one occurrence
- sudden and accidental pollution up to £5,000,000 any one occurrence and in the cover period
- products liability up to £5,000,000 any one occurrence and in the cover period

Legal liability

- resulting from a building you used to own
- 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
- of you and your director, partner or employee while working for your business outside the UK
- 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
- of a private individual for death or injury resulting from first aid carried out as your first aid provider
- for death, injury or property damage caused by moving a vehicle that does not belong to you that is interfering with your business
- of a principal under a contract or agreement with you
- for breach of a professional duty or negligence, defamation, privacy or intellectual property

What's not covered

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

- deliberate acts
- death or injury to employees
- any advice or service
- asbestos, gradual pollution, nuclear ionising, radiation or contamination by radioactivity
- war and terrorism
- mechanically propelled vehicles where compulsory motor insurance is required by the Road Traffic Acts or indemnity is provided by a motor insurance policy
- aircraft, hovercraft or hydrofoils
- power boats longer than 22 metres or operating outside inland or territorial waters
- recall of products resulting from any defect or its unsuitability
- a contract or agreement unless the liability would have existed if the contract or agreement did not exist

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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 abuse – damages and defence costs only arising from any one occurrence (only included if the Abuse limit is shown on 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 9

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