

hencilla  
canworth

**POLICY DOCUMENT**  
**MOBILE DJ NETWORK MEMBERS'**  
**DJ EQUIPMENT INSURANCE**

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# Policy Schedule

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

This insurance is subject to the information detailed in this document. The Insured should carefully review the contents of the Certificate (including its attached schedule, endorsements and statement of fact). If any of the information set out therein is incorrect, the Insured must notify the Insurer. Failure to do so may invalidate the Insurance provided.

Should at any time prior to the expiry date of this insurance any of the information change, then the Insured has a duty to notify the Insurer of changes as soon as reasonably possible.

Policy Number:	MDJN/0110/01
Insured:	Pete Williams Entertainment Services Limited t/a The Mobile DJ Network
Insured Person:	Individual Members for the time being of the Mobile DJ Network who have paid the appropriate subscription
Your Business:	<p><b>DJ Members</b> The Insured Persons occupation as a Disc Jockey (including work as karaoke host, VJ , a Master of Ceremonies or as a Quiz Host) and/or the dry hire of audio visual (including light-up letters), portable dance floors and related equipment and accessories and/or the teaching of DJ skills</p> <p><b>Photo Booth Members</b> The hire, supply and installation of Photo Booths and associated items for use at events.</p>
Period of Insurance:	16 <sup>th</sup> August 2021 to 15 <sup>th</sup> August 2022, both dates inclusive

## DJ Equipment Insurance

Item	Description	Geographical Limit	Sum Insured	Excess
1.	DJ and Related Electrical Equipment (incl. audio visual equipment, mobile dancefloors, smoke machines, foam canons and the like)	UK and Republic of Ireland	£7,000 per Insured Person	£100 each and every claim
	Photobooths and Accessories			
	Props, Sets & Wardrobe			
	Musical Instruments			
2.	Portable Computer Equipment, Mobile Phones/Tablets	Not Insured		

## Operative Extensions

Extension	Sum Insured	Excess
Alternative Hire Charges	£2,000	£100
Fraudulent Hire	£2,500	£100
Dry Hire Insurance	100% of sum insured	£500



# Policy Endorsements

## **Promoter / Organiser Exclusion**

This policy does not cover any claims arising from any event in which the Insured Person was acting as either the promoter or organiser.

## **Personal Service Companies Inclusion Clause**

This policy only provides cover to:

- Qualifying individual members of the Mobile DJ Network
- any personal service limited company of an Insured Person providing that the Insured Person is the majority shareholder and sole director/employee of that company

No cover shall apply to any other commercial or charitable organization howsoever constituted.

## **Membership Policy – Period of Insurance Amendment Clause**

In respect of an Insured Person 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, provided 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



# About Your Policy

## Certification And Extent Of Policy Coverage

This is to certify that in accordance with the authorisation granted to Hencilla Canworth Limited by the Insurers and in consideration of the premium specified having been paid, Insurers agree to the extent and in the manner detailed, to indemnify the Insured against loss or Damage sustained or legal liability for accidents happening, which occur during the Period of Insurance and arising from the Business, as detailed in the Policy Schedule, after such loss, damage or liability has been proved.

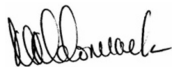
Provided always that:

- (1) Insurers liability shall not exceed the limits of liability expressed in the attaching Schedule or such other limits of liability as may be substituted by endorsement and agreed by or on their behalf;
- (2) this Policy insures only in respect the sections specified in the Policy Schedule.
- (3) this Policy is subject to all the provisions, conditions, warranties and exclusions which are contained within the body of the wording or that may be endorsed or added thereto, all of which are to be considered as incorporated and shall be read together

This Policy has been issued and signed on behalf of Insurers by

Hencilla Canworth Limited  
Simpson House  
6 Cherry Orchard Road  
Croydon  
Surrey  
CR9 6AZ

Authorised signatory



Mike McCormack  
Director  
Hencilla Canworth Ltd

## Identity of Insurers

### Covéa Insurance plc

Individual proportion 100%

Covéa Insurance plc, Registered in England and Wales No.613259. Registered office, Norman Place, Reading, RG1 8DA

Covéa Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## Several Liability

The liability of the Insurers is several and not joint and is limited solely to the extent of their individual proportions as shown in the Endorsement entitled Identity of Insurers. The Insurers are not responsible for the subscriptions of any co-subscribing insurers or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

## How to make a claim

We understand that claims form a critical component of Our offering the moment the Policy becomes tangible and We are relied upon to deliver upon Our commitment to You.

To report a claim please contact:

Hencilla Canworth Ltd  
Telephone: 020 8686 5050  
Email: [media@hencilla.co.uk](mailto:media@hencilla.co.uk)

## Complaints

At Pen Underwriting, it is always our intention to provide a first class standard of service. However, it is appreciated that occasionally things go wrong. In a majority of cases the agent who arranged the insurance will be able to resolve any concerns and You should contact them directly in the first instance.

Alternatively You can complain by contacting Pen Underwriting Limited (as per the contact details below) quoting Your Policy and/or Claim number. We will investigate Your concerns and provide a response as soon as possible.

Address:  
Pen Underwriting Limited  
Complaints  
7th Floor Spectrum Building  
55 Blythswood Street  
Glasgow  
G2 7AT

Telephone: 0141 285 3539  
Email: [pencomplaints@penunderwriting.com](mailto:pencomplaints@penunderwriting.com)

You can also contact Your Insurer.

Should You remain dissatisfied having received a Final Response to Your complaint and You fit the definition of an 'eligible complainant', You may then be able to refer Your complaint to the Financial Ombudsman Service (FOS). Please note that the FOS allow 6 months from the date of the Final Response to escalate Your complaint to them. Further details on eligibility and the referral process can be found on the FOS Website.

Address:  
The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: 0800 0234567 (for landline users)  
Telephone: 0300 1239123 (for mobile users)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Language and Law

The language of this Policy and all related communications will be in English and the law applicable to this contract will be English Law and the decisions of English courts

## The Contract of Insurance

The Policy Introduction Sections Definitions terms Conditions and Exclusions Schedule and Endorsements are to be read as one document

## Compensation Scheme

The providers of this insurance as defined in this Policy are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations You may be entitled to compensation under this scheme depending on the type of insurance and the circumstances of the claim

You are covered for 90 per cent of the claim without any upper limit. However, for compulsory classes of insurance You are covered for 100 per cent of the claim without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS

You can visit the website at [www.fscs.org.uk](http://www.fscs.org.uk) or write to: Financial Services Compensation Scheme

7th Floor  
Lloyd's  
Chambers  
Portsoken  
Street  
London  
E1 8BN

# Policy Definitions

These Definitions apply to Your entire Policy wherever these words or phrases appear starting with an upper case letter except where otherwise stated

## Business

means Your or the Insured Person's business as stated in the Schedule

## Our/Us/We

means insurers whose identity is stated under Identity of Insurers

## Damage

means physical loss or destruction of or damage to Property

## Data

means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

## Electronic Data

means facts concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

## Employee(s)

means

- 1) anyone under a contract of service or apprenticeship with an Insured Person
- 2) any
  - a) labour master or labour only subcontractor or person supplied or employed by them
  - b) self-employed person
  - c) person hired to or borrowed by an Insured Person
  - d) person engaged under a work experience youth training or similar scheme
  - e) voluntary helper
  - f) outworker or homeworker

under the control and supervision of an Insured Person and while working in connection with Their Business

## Endorsement(s)

means the document(s) detailing modifications made to the insurance provided under the Policy or Section

## Event

means any one occurrence or series of occurrences directly or indirectly attributable to single source or the same original repeated or continuing cause

## Excess

means the amount an Insured Person or any party entitled to indemnity will contribute in relation to every Event insured at each Premises each and every loss before We assume any responsibility to make a payment for and applies after the application of all other terms and Conditions including any Condition of Average (underinsurance)

The Excess does not form part of the Limit of Liability and is payable by an Insured Person before the application of the Limit of Liability

## Insured/You/Your

means Pete Williams Entertainments Limited t/a The Mobile DJ Network

## Insured Person/Their/They

means any qualifying member of the Mobile Dj Network as specified in the Schedule.

## Microchip

means a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers

## Period of Insurance

means the period stated in the Schedule or any subsequent period for which We agree to accept payment of premium

## Pollution or Contamination

means

- 1) pollution or contamination of buildings or structures or of water or land or the atmosphere

and

- 2) all loss Damage or Bodily Injury directly or indirectly caused by or arising from such pollution or contamination

## Premises

means the location of insured Property occupied by an Insured Person

for the purposes of the Insured Person's Business and includes the grounds within the boundaries for which an Insured Person are responsible as stated in each respective Section of the Schedule

## Property

means material property

**Schedule**

means the document stating the operative Section(s) the Period of Insurance and details of the Insured Person's Business the Limit of Liability or Sum Insured and or Total Sum Insured and or Insurance Provided under the Sections(s)

**Section(s)**

means the parts of this Policy that detail the insurance cover provided for each individual Section of this Policy

**Sum Insured**

means the maximum amount We will pay for each item insured under any Section

**System**

means computers other computing and electronic equipment linked to a computer hardware software programs data electronic data processing equipment Microchip and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

**Terrorism**

means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's Government in the United Kingdom or any other government de jure or de facto

**Unattended**

means where there is no one allocated responsibility for keeping the Property and or vehicle and or trailer under observation with a reasonable prospect of preventing any unauthorised interference

**Virus**

means programming code designed to achieve an unexpected unauthorised and or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer Systems via networks extranets internet electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self-replication or not



# Policy Conditions

## Alteration of Risk

The insurance under this Policy will cease in respect of any individual Insured Person if after the commencement of this insurance

- 1) Their interest ceases except by death
- 2) Their Business be wound up or carried on by a liquidator or administrator or receiver or permanently discontinued
- 3) They cease to be a member of the Mobile DJ Network

## Misrepresentation Misdescription or Non-disclosure

You must make a fair presentation of the risk in a manner which would be reasonably clear and accessible before entering into this Policy including

If You knew You did not provide a fair presentation of the risk or if You did not care whether You made a fair presentation of the risk We may avoid this Policy and retain all premiums and You shall reimburse Us in respect of all payments already made by Us

In all other cases if You did not provide a fair presentation of the risk Our rights are set out below

- 1) if We would not have entered into this Policy if You had made a fair presentation of the risk We may avoid this Policy and return all premiums to You and You shall reimburse us in respect of all payments already made by Us
- 2) if We would have entered into this Policy but on different terms other than as to premium this Policy will be treated as if it had been entered into on those different terms
- 3) in addition if We would have entered into this Policy but would have charged a higher premium We may reduce proportionately the amount to be paid on any claim by reference to the calculation below in which "X" represents the percentage of the full value of the claim that We shall be required to pay
 

$X = \text{premium charged} \div \text{the premium that would have been charged if You made a fair presentation of the risk} \times 100$
- 4) if We would have charged a higher premium and would have entered into the Policy on different terms both paragraphs 2 and 3 above shall apply

## Conditions Precedent and Warranties

It is a condition precedent to Our liability that You and the Insured Person comply with all terms, conditions and exclusions of this Policy, insofar as they relate to anything to be done or complied with by You or the Insured Person.

Where:

- (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole;
- (ii) 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, the Insurer cannot rely on the breach of such term to exclude,

limit or discharge its liability if the Insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred."

If You breach any warranty in this Policy, Our liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). We will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

If an Insured Person breaches any warranty in this Policy, Our liability toward the Insured Person under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). We will have no liability to the Insured Person for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

## Fraud

If any claim under this Policy is in any respect fraudulent or if any fraudulent means be used by, the Insured Person or anyone acting on Their behalf to obtain any benefit under this Policy or if any Damage be occasioned by the wilful act or with Their connivance We may terminate the Insured Person's Policy with effect from date of the fraudulent or wilful act and We shall not be liable to provide an indemnity in respect of the claim and will be entitled to recover any amounts already paid in respect of the claim and We shall not be liable to provide an indemnity in respect of any act event claim or incident after such date and We shall be entitled to retain all premiums paid in respect of the Insured's Person Policy

## Cancellation

- 1) Your rights
  - 1.1) You may cancel this Policy in the first year of insurance within a period which begins 14 days from the commencement of cover or receipt of Policy documentation whichever is the later (this is known as the 'cooling off' period).

You may exercise this right by writing to Us instructing cancellation and returning all documentation to Us. We will refund the full amount of any premium paid by You but we may retain an administration fee.

If a claim has been made or an incident notified to Us that could give rise to a claim during the 'cooling off' period that Policy will be treated as in force and no such refund will be made.

This right does not apply at the first or any subsequent renewal of this Policy

- 1.2) You may cancel this Policy after the 'cooling off' period by sending written notice of cancellation by registered post to Us.

Such cancellation will be effective no more than sixty days after the date of posting. At Our discretion, in the event of non-payment of premium the cancellation shall be effective ten days after the date of posting. Sending notice by registered post shall be sufficient notice and the effective date and hour of cancellation stated in the notice shall become the end of the Period of Insurance.

If You cancel this policy then You may be entitled to a proportionate refund premium based on the number of days remaining in the Period of Insurance, unless a claim has been made or an incident notified to Us which could give rise to a claim, during the Period of Insurance whereby should the estimated or paid claim cost exceed the premium for the spend period, the cost of the claim will be deducted from the return premium payable. The total amount refunded to You will be calculated by Us in accordance with the process set out above. The calculation made by Us will be final and binding and We may retain any administration fees paid.

## 2) Our rights

We may cancel this Policy at any time by providing You with 14 days' notice of cancellation by recorded delivery letter to Your last known Business address.

If We cancel the Policy then You will be entitled to a proportionate refund of the premium paid based on the number of days remaining in the Period of Insurance, unless a claim has been made or an incident notified to Us which could give rise to a claim during the Period of Insurance when no refund of premium will be made.

## 3) Certificate of Insurance

If this Policy is cancelled You must return to Us any current certificate of insurance that has been issued as a statutory requirement to provide evidence of cover.

### Claims (Action to be taken by an Insured Person)

It is a condition precedent to any liability of Ours to make any payment under this Policy that an Insured Person will

give written notice to Us as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such Event

- 1) notify Us and the police immediately that it becomes evident any Damage has been caused by malicious persons and or theft or attempted theft and take all practical steps to discover any guilty person and to trace and or recover the Property insured
- 2) deliver to Us at Their own expense within 30 days after the Event of Damage giving rise to a claim or 7 days in the Event of Damage being caused by riot civil commotion strikers locked-out workers and or malicious persons or such further time as We may allow
  - a) full information in writing of the Property lost destroyed or Damaged and of the amount of Damage
  - b) details of any other insurances on any Property hereby insured
  - c) all such proofs and information relating to the claim as may be reasonably required
  - d) if requested provide a statutory declaration of the truth in respect of the claim submitted and any other relevant details
- 3) provide all additional information We may require within the time stipulated by Us
- 4) forward unanswered to Us immediately they are received every claim form summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto
- 5) give immediate notice in writing to Us of any impending prosecution inquest or fatal accident inquiry
- 6) at all times and in addition to the obligations set out above forward such information to and cooperate with Us or Our appointed agents to allow Us to be able to comply with such relevant practice directions and pre- action protocols as may be in force
- 7) carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage

### Claims (Our Rights)

It is a condition precedent to any liability of Ours to make any payment under Policy that in the Event of Damage for which a claim is or may be made to Us and any person authorised by Us may without hereby incurring any liability or diminishing any of Our rights under this Policy

- 1) enter any site or Premises where Damage has occurred and take and keep possession of the Property insured

- 2) deal with any salvage as it deems fit but no Property may be abandoned to Us if We elect or become bound to reinstate or replace any Property The Insured Person shall at Their own expense produce and give to Us all such plans documents books and information as We shall reasonably require

We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one Property insured Item more than the Sum Insured or Limit of Liability stated in the Schedule

**Claims (Conduct and Control)**

It is a condition precedent to any liability of Ours to make any payment under this Policy that no admission offer promise payment or indemnity shall be made or given by or on behalf of You or the Insured Person without Our written consent

We shall be entitled if We so desire to take over and conduct in Your and the Insured Person's name the defence or settlement of any claim or to prosecute in Your and the Insured Person's name for Our benefit any 2) claim for indemnity or damages or otherwise

We shall have full discretion in the conduct of any 3) proceedings and in the settlement of any such claim against You or an Insured Person and You and an Insured Person shall give all such information and assistance as We may require

**Claims (Contribution)**

If at the time of any Damage there is any other insurance effected by You, an Insured Person or on Your or an Insured Person's behalf covering any of the Property lost or Damaged Our liability hereunder shall be limited to its rateable proportion of such Damage

**Claims (Reinstatement)**

If at Our option any Property is to be reinstated or replaced You or an Insured Person will at Your or Their own expense provide all such plans documents books and information as may be reasonably required

We will not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one Property insured Item more than the Sum Insured or Limit of Liability stated in the Schedule

**Claims (Subrogation)**

Any claimant under this Policy shall at the request and expense of Us take and permit to be taken all necessary steps for enforcing rights against any other party in Your or an Insured Person's name before or after any payment is made by Us

**Premium Adjustment**

If the premium for any Section or any part thereof is based on estimates an accurate record containing all particulars relative thereto shall be kept by You

At all times You will allow Us to inspect such record and shall supply such particulars as We may require within one month from the expiry of each Period of Insurance and the premium shall thereupon be adjusted by Us subject to the Minimum Premium chargeable for the Section as stated in the Schedule being retained by Us

At Our request You shall supply an auditors certificate in support of such particulars

If You fail to supply such particulars within the period stated by Us We shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly

**Reasonable Precautions**

An Insured Person shall take all reasonable precautions

- 1) to prevent any Event which may give rise to a claim under this Policy
- 2) to maintain Their Premises and machinery and everything used in Their Business in proper repair
- 3) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location and/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst an Insured Person is not in compliance with the obligations above.

We shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst an Insured Person is not in full compliance with the obligations above

**Subjectivity**

- 1) We will clearly state in a Subjectivity Endorsement attaching to the Schedule if the indemnity provided by this Policy is subject to You or an Insured Person
  - 1.1) providing Us with any additional information requested by the required date(s)
  - 1.2) completing any actions agreed between You or an Insured Person and Us by the required date(s)
  - 1.3) allowing Us to complete any actions agreed
- 2) If We require an Insured Person must allow Us access to Their Premises or contract sites or Business to carry out survey(s) and state any risk requirements or actions which require Their compliance by the required date(s)

Upon completion of risk requirements or actions or where they are not completed by the required dates We may at Our option

- a) modify the premium
- b) issue a mid-term Endorsement to the Policy or Section terms Conditions and Exclusions
- c) require an Insured Person to make alterations to the Premises or contract sites or Business insured by the required date(s)
- d) exercise Our right to cancel the Policy
- e) leave the Policy or Section terms Conditions and Exclusions and the premium unaltered

We will contact an Insured Person or Your insurance adviser with Our decision and where applicable specify the date(s) by which any risk requirements or action(s) agreed need to be completed by an Insured Person and or any decision by Us will take effect

Our requirements and decisions will take effect from the date(s) specified unless and until they agree otherwise in writing. If an Insured Person disagrees with Our requirements and or decisions We will consider Their comments and where We consider appropriate We will continue to negotiate with an Insured Person or Your insurance adviser and or representatives to resolve the matter to Their and Our satisfaction

In the event that the matter cannot be resolved

- 1) You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation 3) Return of premium applies
- 2) We may at Our option exercise Our right under 2) Our rights of the Policy Condition Cancellation

Except where stated all other Policy and Section terms Conditions and Exclusions will continue to apply

If We exercise either option a) or b) or c) above You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation 3) Return of premium applies

The above Condition does not affect Our rights at Common Law

### Rights of Third Parties

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act

### Assignment

You or an Insured Person shall not assign any of the rights or benefits under this Policy and or any Section of this Policy without Our prior written consent

We will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this Policy and or any Section of this Policy.

### Data Protection

Hencilla Canworth Limited (Hencilla) and Pen Underwriting Limited (Pen) are each a separate data controller of the personal information you provide or personal information that has been provided by a third party.

Hencilla and Pen collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, insurance intermediaries such as Managing General Agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

Hencilla and Pen may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please refer to the respective Privacy Policies referenced below. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

Privacy Policies:

Hencilla Canworth Limited:  
[https://www.hencilla.co.uk/Documents/HC\\_Privacy\\_Notice.pdf](https://www.hencilla.co.uk/Documents/HC_Privacy_Notice.pdf)

Pen Underwriting Limited:  
<https://www.penunderwriting.co.uk/Privacy-Policy>

Pen Underwriting Ltd act as underwriting agent for a consortium of Insurers noted under the 'Identity of Insurers' notice.

# Policy Exclusions

## War and similar risks

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from any of the following regardless of any other cause or Event contributing concurrently or in any sequence to the Damage cost expense or liability
  - 2.1) war invasion act(s) of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power or confiscation or nationalisation or requisition by or under the order of any government or public or local authority
  - 2.2) any action taken in controlling preventing suppressing or in any way relating to 2.1) above

## Radioactive and Other Contamination

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
  - c) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter
  - d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this paragraph shall not extend to
  - e) any chemical biological biochemical or electromagnetic weapon

## Terrorism

We shall not provide indemnity under this Policy in respect of any Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss directly or indirectly caused by or contributed to by or arising from

1) Terrorism occurring in England Wales and Scotland and the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987

any act including but not limited to the use of force or violence and or the threat thereof of any person or groups of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or to put the public or any section of the public in fear occurring other than in England Wales and Scotland

Including any Damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to 1) or 2) above

3) any act of Terrorism regardless of any cause or event contributing concurrently or in any other sequence to such act of Terrorism

In any action suit or other proceedings where We allege that any Damage cost or expense is not covered the burden of proof that such Damage cost or expense is covered shall be upon You and the Insured Person

In the event that any part of this Exclusion is found to be invalid or unenforceable the remainder will remain in full force and effect

## Date Recognition

We shall not provide indemnity under this Policy in respect of any

Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss arising from the failure of any

- 1.1) computer data processing equipment or media Microchip integrated circuit or similar device or
- 1.2) other equipment or System for processing storing or retrieving data or
- 1.3) computer software whether an Insured Person's Property or not to

- a) recognise correctly any date as its true calendar date

- b) capture save retain or correctly manipulate interpret or process any data information command or instruction as a result of treating any date otherwise than as its true calendar date
- c) capture save retain or correctly process any data as a result of the operation of any programmed command which causes the loss of data or the inability to capture save retain or correctly process such data on or after any date

but indemnity shall apply in respect of subsequent Damage which itself results from any cause not otherwise excluded by this policy

#### **Loss of Electronic Data**

We shall not provide any indemnity under this policy in respect of Damage or consequential loss directly or indirectly occasioned by or happening through or in consequence of Virus or from the destruction distortion erasure corruption or alteration of Electronic Data.

Provided that this Exclusion shall not apply to Damage not otherwise excluded by this policy

#### **Sanction Limitation and Exclusion**

We shall not provide insurance nor be liable to pay any claim and or provide any benefit hereunder to the extent that the provision of such insurance and or payment of such claim and or provision of such benefit would expose Us and or any member of Our group to any sanction and or prohibition and or restriction under United Nations resolutions and or the trade and or economic sanctions and or laws and or regulations of any country.



# DJ Equipment Insurance

## Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

### Geographical Limit Definition

Means the Geographical Limit which is stated in the Schedule which is defined as below:

UK means Great Britain Northern Ireland the Isle of Man or the Channel Islands

## Section Cover

Damage occurring to Property stated in the Schedule within the Geographical Limit stated in the Schedule during the Period of Insurance

### Basis of Settlement

In the event of Damage to any Property insured the basis upon which the amount payable shall be calculated will be the reinstatement of the property.

For the purpose of this Section reinstatement shall mean

- (a) where the Property is lost or destroyed its replacement by similar property to a condition equivalent to but not better or more extensive than its condition when new
- (b) where Property is damaged the repair of the damage and the restoration of that portion of the property to a condition substantially the same as but not better or more extensive than its condition when new

Provided that when any Property is damaged or destroyed in part only Our liability shall be limited to the sum representing the cost which We would have been called upon to pay for reinstatement if such property had been wholly destroyed

## Section Extensions

### Alternative Hire Costs

This Extension provides insurance for the cost of hiring alternative item(s) following Damage insured under this section.

Subject to the terms and conditions of this policy and provided that:

- 1) Our maximum liability shall not exceed the amount shown in the schedule
- 2) We shall not be liable for hiring costs arising more than six weeks from the date of loss or Damage to which they relate
- 3) We shall not be liable for the Excess as specified in the schedule
- 4) The Insured and Insured Person will do and assist Us or Our representatives in doing everything reasonable to minimise any loss

### Fraudulent hire

This Extension provides insurance up the sum insured stated in the Schedule for loss by theft by deception of Property insured that an Insured Person has hired out under a standard hire contract, but We will not make any payment unless an Insured Person has:

- a) retained a copy of photographic identification of the hirer by means of either a passport, driving licence or UK Photo ID Card; and
- b) retained a copy of at least two utility bills for the hirer relating to the same premises; and
- c) retained a copy of the credit card details of the hirer; and
- d) only allowed the actual hirer to collect the hire items.

### Dry Hire Insurance

This Extension provides insurance for Damage to the Property insured whilst on hire without an accompanying operator (Dry Hire).

Subject to the terms and conditions of this policy and provided that:

- 1) Our maximum liability shall not exceed the amount shown in the schedule
- 2) We shall not be liable for the first £500 of any claim

## Section Exclusions

We shall not indemnify an Insured Person for

- 1) subsequent or inevitable loss of any kind
- 2) Damage caused by
  - a) inherent vice or latent defect or gradual deterioration or wear and tear or frost or change in water table level or its own faulty or defective design or materials and gradual operating cause
  - b) faulty or defective workmanship or operational error or omission on an Insured Person's or any Employees part but this will not exclude subsequent Damage which itself results from a cause not being otherwise excluded
- 3) Damage caused by
  - a) corrosion or rust or wet or dry rot or shrinkage or evaporation or loss of weight or dampness or dryness or marring or scratching or vermin or insects
  - b) change in temperature or atmospheric or climatic conditions
  - c) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude

  - i) Damage which itself results from any operative Specified Peril under the Buildings & Contents Section or from any other cause not otherwise excluded
  - ii) subsequent Damage which itself results from a cause not otherwise excluded
- 4) Damage from an Unattended vehicle and or trailer unless the Property is kept within the boot or secure compartment or hidden from view which is secured by all locks and other protections
- 5) Damage caused by
  - a) acts of fraud or dishonesty by Employees
  - b) unexplained disappearance or unexplained or inventory shortage or misfiling or misplacing of information
  - c) any process of fitting or testing or servicing or repair or renovation or adjustment
- 6) Damage caused by Pollution or Contamination unless the Pollution or Contamination is itself caused by any operative Specified Peril under the Buildings & Contents Section
- 7) Damage caused by the accidental or deliberate introduction of a Virus or other instruction information or code into any electronic equipment
- 8) the Excess amount stated in the Schedule



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canworth