



# PERFORMANCE

## FILM & MEDIA INSURANCE

### STATEMENT OF FACT

Full Annual Members for the time being of Soulsound  
School Limited

100723483BDN/002101

#### **What is a Statement of Fact?**

**This is an important document and You must read it in full.**

A Statement of Fact records the information notified to Aviva and facts assumed about You, Your Business and Your Business partners and directors. It must be read in conjunction with the enclosed policy, any clauses endorsed on the policy, the schedule and policy wording. This information has been taken into account when calculating the premium, terms and conditions upon which Your policy is formulated. Please remember You must make a fair presentation of the risk to Us. This means that You must:

- (1) disclose to Us every material circumstance which You know or ought to know or, failing that, sufficient information to alert Us that We need to make further enquiries; and
- (2) make such disclosure in a reasonably clear and accessible manner; and
- (3) ensure that, in such disclosure, any material representation as to a:
  - (a) matter of fact is substantially correct; and (b) matter of expectation or belief is made in good faith.

A circumstance or representation is material if it would influence Our judgement (as a prudent insurer) in determining whether to take the risk and, if so, on what terms. You must also make a fair presentation of the risk to Us in connection with any variations, e.g. changes You wish to make to Your policy in which case You must inform Your insurance adviser.

If You fail to make a fair presentation of the risk then this could affect the extent of cover provided or could invalidate Your policy. If You are in any doubt as to whether a circumstance is material then You should disclose it.

You should keep a record (including copies of letters) of all information supplied to the insurer for the purposes of the application for, or renewal, of this insurance.

**You must check all the information contained in this Statement of Fact and The Schedule and contact Your insurance adviser immediately if any details are incorrect or incomplete. Failure to do so may mean that Your policy is not valid or We may not be liable to pay all or some of Your claim(s).**

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Any subsequent alterations to this Statement of Fact take precedence over the information contained within it.

VERY IMPORTANT

# DUTY OF DISCLOSURE OF 'MATERIAL FACTS'

Before you take out or renew any insurance policy, and at any time whilst you are insured by it, you have a duty to disclose all 'Material Facts'. A 'material fact' is anything which might influence an insurer as to whether to insure you or not, or continue with any insurance that you have, what premium to charge or conditions to impose.

You must make reasonable enquiries to confirm that the information you disclose in connection with an application for insurance (including during the term of such insurances or at renewal) is accurate and complete.

Examples of 'material facts' that need to be disclosed include (but are not limited to):

- any incidents of loss or claims or incidents that might give rise to a claim (whether or not any loss, damage or liability is covered by insurance, or whether an insurance claim is made or not), damage or liability is covered by insurance, or whether an insurance claim is made or not),
- whether an insurer has declined a proposal for insurance, cancelled cover, refused to renew a policy etc.
- any changes in the directorship, ownership or structure of your company or business
- any changes to your business activities or percentage split in activities
- where you earn more than 50% of your annual fee income from any one client
- alterations to the normal form of business that you have told the insurers about.
- any changes to any of the territories you work in
- overseas activities (different territories have different rules and propensities for litigation and hence trading overseas may increase the level of risk for insurers)
- new products or activities (the activities you undertake are used to assess the perceived risk presented)
- criminal convictions or disqualification as a director in respect of anyone involved in the business,
- whether any director or partner has been involved in a business that has gone into liquidation / administration or similar, or if they have personally been bankrupt or been subject to a County Court Judgement or similar
- official notices or warnings from Councils or any other local or statutory authorities
- Any changes to any of the statements in the last Statement of Fact or any changes to the answers to any questions in the last proposal form you completed.

It does not matter that insurers have not asked for any information – you must still disclose it. You should keep a record (including copies of letters and emails) of all such information supplied. If you are in any doubt as to whether anything is a 'material fact' you must disclose it. Ask us for any advice you need as to whether something is a 'material fact'.

Non disclosure of material facts, particularly incidents of loss or damage at the premises, claims or incidents that may give rise to an insurance claim (whether any claim is made or not), or criminal convictions or disqualification as a director of anyone involved in the business, will invalidate your insurance from the start of your policy. This will mean that you will have no insurance and insurers will be within their rights not to make any payment in the event of a claim.

You should be aware that failing to disclose certain information, such as additional premises or items or additional vehicles, may not invalidate your insurance, but it may mean that in the event of a claim insurers may pay less than is expected for these items or may not make any payment for them at all. For this reason all such information should be disclosed.

**Your 'Duty of Disclosure of Material Facts' applies when you take out or renew any insurance policy, and at any time for all the whole time you are insured. You should therefore consider very carefully indeed whether there is anything at any time that is a 'material fact' which should be disclosed.**

**If you are in any doubt as to your obligation to disclose material facts having read this 'Important Notice', you must inform us straight away.**

## General Information

Your business description	<p>The Insured's occupation as a Sound Designer or Sound Engineer including:</p> <ul style="list-style-type: none"> <li>- The design, installation and operation of sound systems</li> <li>- The recording of sound and related recording studio activities</li> <li>- Lighting Designer or Lighting Technician</li> <li>- The design, installation and operation of lighting systems for film, TV, theatre and live events</li> <li>- Audio Visual Technician working in film, TV, theatre and live events</li> <li>- A teacher or mentor of any activity described above</li> <li>- Tour/Production Manager</li> </ul>
Is your Business, or do your business activities involve any of the following?	<p>Equipment Hire where hire is more than 50% of turnover  No  Manufacturing Companies      No  Sporting Events Companies      No  Theatre Companies      No  Other      No</p>
Do your Business Activities involve any of the following?	<p>Overseas entities requiring insurance for working in the UK  No  Stunts and dangerous sequences/pyrotechnics      No  Travel to known war zones      No  Underwater / Aerial Exposure      No  Other      No</p>
Do you dry hire out Technical Equipment?	Yes
What percentage of your turnover is derived from dry hiring out Technical Equipment?	50% maximum – if exceeding this must be referred to Performance

Have you, your Directors, Partners or family members involved with the business or any other business ever;	<p>Had a proposal or insurance declined cancelled or refused  No  Had any renewal refused      No  Had any special terms or conditions imposed      No  Had a proposal or insurance declined cancelled or refused  No  Been convicted or charged (but not yet tried) or been given an Official Police Caution, in respect of any criminal offence  No  Been the subject of any County Court Judgements or Sheriff Court Decrees      No  Been declared bankrupt or insolvent or been disqualified from being a company director or been involved as owner Director or Partner with any company that went into receivership, administration or liquidation      No  Been involved in another company within 6 months prior to it entering receivership or insolvency      No  Made any claims in the last 5 years for the risks now proposed      No  Any other Material Facts to disclose      No</p>
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### **Claims Information**

Details of any claims in the last 5 years and any claim over £10,000 irrespective of when this occurred	
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### **Section of Cover - Public Liability**

Limit of Indemnity	£10,000,000
Percentage of work undertaken in USA	Maximum of 20%, if exceeding this it must be referred to Performance
Do you currently use or plan to use, heat, fire or explosives?	No
Do you currently work or plan to work at high risk premises (e.g. offshore structures, nuclear installations, railway or aircraft premises)?	No
If you work at heights over 10 metres, the maximum height limit you will work at (in metres) is	Not Applicable
Do you sell, manufacture, supply, repair, test, service or process any physical goods?	No

### **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 notify Performance. 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 on 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.

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

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data you supply are Aston Lark 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 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 Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application 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, FREEPOST, Mailing Exclusion Team, PO Box 6412, Derby, DE1 1SB.

### **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.

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

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

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

### **Claims History**

1. 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.
2. 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.

### **Telephone Recording**

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