



Your **event** insurance policy wording documentation

Event Insurance
Digital House
Threshelfords Business Park
Feering
Kelvedon
Colchester
Essex CO5 9SE

Claims enquiries

TEL 03330 107190
uk.newclaims@penunderwriting.com

Sales and enquiries

TEL 0330 880 1788
enquiries@eventinsruance.co.uk

Insurance Policy

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Section 5. Cancellation, Abandonment or Postponement *including* Adverse Weather Conditions.

General Exclusions.

Please also note the following;

Certain Dangerous Activities as described in the Policy are not covered, whether such activities are provided by **You** or other Persons attending the Event.

The insurance also requires that:

- Any third party who **You** engage for the **Event** (e.g. food vendors, attractions, entertainers, exhibitors, stallholders) have their own Public Liability, and Employer's Liability Insurance covering their potential liability arising from their participation in the **Event**.
- **You** check that the cover held by third parties is valid for the duration of the **Event** and record particulars of their policies prior to their participation.
- **You** check that the Limits of Indemnity in the third parties' policies are at least the same Limits as in this policy
- **We** maintain the right to recover from such third parties in respect of claims brought against **You** but for which they may be responsible.

If, however, **You** are unable to comply with the above, please contact **Event Insurance**

This Insurance is effected by ERGO Versicherung AG.

ERGO Versicherung AG is a German insurance company with its headquarters at Victoriaplatz 2, 40477 Düsseldorf. Registered No: HRB36466. UK Branch registered in England and Wales, Registration No. BR016401. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

ERGO Versicherung AG, UK Branch is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of **Our** regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from **Us** on request.



.....
Authorised Signatory – This policy has been signed by Mr Andy Taylor.

Important Information

Any heading in this Policy is for ease of reference only and does not affect its interpretation amend the Policy cover or in any way increase **Our** liability.

In the Policy and in the Sections of the Policy **You** will see words which are in **bold** type. These words have meanings which are shown under the General Definitions section.

The Insurance Contract

This Policy is a contract of insurance between **You** and **Us**.

The following are elements of the contract of insurance between **You** and **Us**:

- **Your** Policy;
- The Schedule;
- Endorsements;

Please read them carefully and if they require any amendments please return them to **Us** for correction. Keep the Policy safe in case **You** need to refer to it.

It is important that **You**:

- check that the Sections **You** have requested are included in the Schedule;
- understand what each Section covers and does not cover; check that the information **You** have given **Us** is accurate;
- comply with **Your** duties under each Section and the insurance as a whole.

Fair Presentation

In deciding to accept this insurance and in setting the terms and premium, **We** have relied on the information **You** have given **Us**.

You are required to make fair presentation of the risk in a manner which is reasonably clear and accessible before entering into this Policy including:

- 1) disclosure of every material fact or circumstance which **You** knew of or ought to have known
- 2) making sure that every material representation as to a matter of fact is substantially correct and every representation of a belief or expectation is made in good faith

This includes any special or unusual circumstances which increase the risk and any particular concerns which have led **You** to seek this insurance. Material facts and circumstances are those which are relevant to the underwriting of a risk. They may be relevant (for example) either to the physical risk or to the personal background and characteristics (including the financial history) of **You** and **Your Employees**. **You** should contact **Your** broker or insurance adviser if **You** are in any doubt as to whether a fact is material or not. **You** should have a system in place to ensure that all material facts and circumstances are disclosed, including what should reasonably be revealed by a reasonable search of information available to **You**, whether the search is conducted by making enquiries or by any other means.

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 return all paid premiums to **You** and **You** shall reimburse all payment 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 the 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) the Policy will be treated as if it had been entered into on those different terms
- 3) If **We** would have entered into this Policy but would have charged a higher premium **We** may reduce proportionally 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.

$X = \text{premium charged} \div \text{the premium that would have been charged if } \mathbf{You} \text{ had made a fair presentation of the risk, all multiplied by } 100$

- 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

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Us** as soon as practicable.

Changes

You must take all reasonable care to provide complete and accurate answers to the questions **We** ask when **You** make changes to or renew **Your** Policy

When **We** are notified of a change **We** will tell **You** whether this affects **Your** policy, for example whether **We** are able to accept the change and if so whether the change will result in revised terms and/or a revised premium being applied to **Your** policy

If **We** are not able to accept the change and it becomes necessary to cancel this insurance **We** will do so as described within the cancellation conditions contained within the Policy

Data Protection

All personal data provided by **You** will be treated by **Us** as confidential and will not be disclosed to any third party without **Your** consent unless permitted by law or as set out below. It is understood by **You** that any personal data provided to **Us** regarding **You** will be processed by **Us** for the purposes of providing insurance, handling any claims and any other related purpose and which may require providing such information to third parties

You agree that **We** may pass **Your** personal data to such third parties for processing on **Our** behalf

As a result, **We** or such third parties may transfer **Your** personal data to a destination outside the European Economic Area (“EEA”)

Both **We** and such third parties will take the necessary steps to ensure that **Your** information is treated securely and in accordance with this data protection policy. Details of those third parties can be provided to **You** on request

For a small fee, **You** are entitled to a copy of the personal data **We** hold about **You**

If **You** would like to find out more about **Our** data protection policy or would like a copy of the personal data **We** hold about **You** please contact **Us**

Choice of Law and Jurisdiction

You and **We** are free to choose the law and jurisdiction applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

Language of this Policy

The English language will be used for all communications, the contractual terms and conditions and any other information **We** are required to supply **You** before and during the contract.

Other Parties

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

Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Change of Risk or Interest

This Policy shall cease to be in force if:

- 1) **Your** interest in the **Event** ends, other than by death;
- 2) **You** are a club or company and **You** are wound up or **Your** business or other activities are carried on by a liquidator or receiver or permanently discontinued; or
- 3) Any alteration is made either in the **Event** or at the **Venue** or in any property therein or in any other circumstances whereby the risk is increased.

Cancellation

1) **Your** rights

You may cancel this Policy at any time up to 14 days before the commencement of the **Event**, or if more than one **Event** is insured under this Policy, then at any time up to 14 days before the commencement of the first in time of such **Events**

You may exercise this right by writing to **Your** insurance advisor or **Us** instructing cancellation

2) **Our** Rights

We may cancel this Policy by providing **You** with notice of cancellation by recorded delivery letter to **Your** last known business address at any time up to 14 days before the commencement of the **Event**, or if more than one **Event** is insured under this Policy, then at any time up to 14 days before the commencement of the first in time of such **Events** in relation to which **We** have decided to exercise **Our** right of cancellation

3) Return of Premium

If this Policy is cancelled under the terms of 1) or 2) above and during the current **Period of Insurance** there have been no

Claims made under this Policy for which **We** have made a payment

Claims made under this Policy which are still under consideration

Incidents likely to give risk to a claim but yet to be reported to **Us**

You shall be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis.

If **We** pay any claim in whole or part, then no refund of premium will be allowed

Policy Conditions

These are the conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may need to reject a claim payment or a claim payment could be reduced and in some circumstances **Your** Policy may not be valid.

Conditions Precedent

Every condition precedent to which this Policy or any section or item thereof is, or may be, made subject shall, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this Policy. Non-compliance with any such condition precedent shall be a bar to any claim under the relevant section(s) of this Policy, where the subject matter of the claim was caused by the non-compliance or to the extent that it was increased by the non-compliance.

Warranty / Warranted

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 **You** for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended

Reasonable Precautions

It is a condition precedent to the liability of the **Insurer** that the **Insured** must:

- a) take all reasonable precautions to prevent or minimize loss, destruction, **Damage**, accident or **Bodily Injury**
- b) maintain the **Venue**, machinery, equipment and furnishings in a good state of repair,
- c) exercise care in the selection and supervision of **Employees**
- d) comply with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons

Other Insurance

Sometimes the cover or some of the cover, insured under this Policy could also be insured under another policy.

If it is insured under two or more policies **We** will either pay only a proportionate share of **Your** loss, or we will pay the full loss and claim a proportionate share back from **Your** other insurance policy.

If **We** do have to claim a share back from **Your** other insurers **We** will do this in **Your** name.

Alternatively, if **We** pay only a proportionate share of **Your** loss, **You** can claim the remainder back from **Your** other insurers.

Observance of Terms

Anyone claiming under this Policy must comply with all of the terms of the Policy as far as they can comply with such terms.

How to make a claim

If **You** wish to make a claim under this Policy, please contact:

Pen Underwriting,
Riverside,
Cloister House,
New Bailey Street,
Manchester,
M3 5AG

Central Claims line – 03330 107190

Claims email address – uk.newclaims@penunderwriting.com

Claims Action to be taken by You

You must comply with the following conditions. If **You** fail to do so, **We** may not pay **Your** claim, or any payment could be reduced:

- 1) give written notice to **Us** as soon as soon as reasonably practicable of any circumstances which may give rise to a claim under this Policy with full details of such incident
- 2) provide **Us** with any other information **We** may require;
- 3) forward to **Us** as soon as possible, but no later than within fourteen (14) days, if a claim for liability is made against **You**, any letter, claim, writ, summons or other legal document **You** receive;
- 4) inform the Police as soon as possible following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property;
- 5) not admit liability or offer or agree to settle any claim without **Our** written permission;
- 6) take all care to limit any loss, **Damage** or **Bodily Injury**;
- 7) provide **Us** with evidence of value or age (or both) if **We** require this;
- 8) retain ownership of **Your** property at all times. **We** will not take ownership of, or accept liability for, any of **Your** property unless **We** agree with **You** in writing in advance to do so;
- 9) carry out any necessary measures to reduce the loss. It is **Your** responsibility to prove **Your** loss and retain receipts, photographs and guarantees where possible.

Please quote **Your** Policy Number in all communications.

How We deal with Your claim

Basis of Settlement

Some Sections of the Policy contain the Basis of Settlement that will apply to that particular Section. These will tell **You** how **We** settle any claim. **You** shall not be entitled to abandon any property to **Us**.

Defence of claims

We may, at **Our** discretion:

- take full responsibility for conducting, defending or settling any claim in **Your** name; and
- take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance.

Fraudulent claims

If **You** make a claim under this Policy knowing the claim to be fraudulent **We** shall not be liable to pay **You** any sums in respect of the fraudulent claim. **We** may recover from **You** any sums that **We** have already paid in respect of the fraudulent claim. We may give **You** notice that **We** regard this Policy as terminated from the date of **Your** fraudulent act.

Other ways We might deal with Your claim

Some Sections may have other details about claims for example: reporting, basis of settlement. **You** must read them carefully in case there are conditions that **You** must adhere to

Our Rights after a claim

Upon the happening or discovery of any occurrence **We** may enter and take possession of or require **You** to deliver to **Us** the property insured which **We** will deal with in a manner without incurring liability or reducing **Our** rights.

We will not pay for **Damage** if **You** or anyone acting on **Your** behalf does not comply with **Our** requirements or hinders or obstructs **Us**.

We shall have the right at any time to take full control of the investigation, adjustment and settlement of any claim notified and **We** may appoint any other person or persons to act on **Our** behalf for such purpose and any settlement agreed either before or after indemnification.

How to complain

Our aim is to provide all **Our** customers with a first class standard of service. However, there may be occasions when **You** feel this objective has not been achieved. If **You** have a complaint about **Your** policy or the handling of a claim, the details below set out some of the key steps that **You** can take to address **Your** concerns.

Where do I start?

If **Your** complaint is about the way in which the policy was sold to **You** or whether it meets **Your** requirements, **You** should contact the insurance broker who arranged the policy for **You** or if **You** did not use an insurance broker to arrange the policy then **You** should refer the matter to Pen Underwriting.

If **Your** complaint is about a claim, **You** should also refer the matter to Pen Underwriting. Their contact details are provided below.

Pen Underwriting
7th Floor Spectrum Building
55 Blythswood Street
Glasgow
G2 7AT

Telephone: 0141 285 3539

pencomplaints@penunderwriting.com

Alternatively, **You** can ask **Your** broker to refer the matter on for **You**.

Please quote **Your** policy number in all correspondence so that **Your** concerns may be dealt with speedily.

What happens next?

If Pen Underwriting is not able to resolve **Your** complaint satisfactorily within three business days it will send **You** an acknowledgement letter.

The Pen complaints team will investigate **Your** complaint and will provide **You** with a written response within eight weeks of **Your** initial complaint. This will either be a final response or a letter informing **You** that Pen needs more time for their investigation.

If You remain unhappy

If Pen has not resolved **Your** complaint at the end of eight weeks, or if after receiving Pen's final response **You** remain dissatisfied, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (contact details below). **You** will have six months from the date of the final response to make this referral.

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service
Exchange Tower
London
E14 9GE

Telephone: 0800 0234 567

Further information is available from them and **You** may refer a complaint to them online at www.financial-ombudsman.org.uk

The Ombudsman will review complaints from eligible complainants. An eligible complainant is defined as:

1. a private individual;
2. a business, which has a group annual turnover of less than €2m (approx. £1.6m) and fewer than 10 staff at the time the complainant refers the complaint to the respondent;
3. a charity which has an annual income of less than £1m at the time the complainant refers the complaint to the respondent; or
4. a trustee of a trust which has a net asset value of less than £1m at the time the complainant refers the complaint to the respondent.

Compensation

ERGO Versicherung AG, UK Branch is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event that ERGO Versicherung AG, UK Branch cannot meet its obligations. Further details can be obtained from FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0207 741 4100 or www.fscs.org.uk.

General Definitions

Abandonment

Your inability to complete the **Event** after it has started.

Additional Costs

The difference between the original cost of the **Event** and the cost of the rearranged **Event**.

Adverse Weather

Weather of such severity that the Health & Safety Officer in attendance at the **Event** (or appropriate emergency service) certifies that it is dangerous and irresponsible to proceed with the **Event**, having consideration to life and limb of the public attending the **Event**. Photographic evidence and Met Office records must support any claim following Adverse Weather.

Bodily Injury

Bodily injury to any person including death, disease, illness, physical and mental injury, anguish or nervous shock.

Cancellation

Your inability to proceed with the **Event** before it starts and which **You** cannot postpone.

Consequential Loss

Means consequential or indirect loss (that is any **Damage** or additional expense, which happens as a result of, or is a side effect of, the event for which **You** are insured). This includes but is not limited to the following:

- a. loss of revenue
- b. loss of earnings
- c. additional travel costs
- d. loss assessor fees
- e. the cost of preparing a claim
- f. compensation for stress or inconvenience

Dangerous Activity

Any amusement, display, competition or fund-raising activity organised by **You** or on **Your** behalf or which **You** are responsible for, and which involves during the **Event**:

- fireworks or bonfires;
- inflatable play equipment;
- fairground rides or mechanical or electrical rides of any kind;
- ballooning or flying of any description;
- quad bikes, go-karts of any type whether gravity propelled, soap boxes or pedal powered, or motorised vehicles of any kind;
- trampolines, gymnastic apparatus or any apparatus requiring the use of safety harness or ropes to prevent or arrest falls from height;
- circus acts or stunt acts;
- 'it's a knockout' competition;
- persons riding on animals;
- canoeing, sailing or the use of water craft;
- shooting ranges for guns or archery;
- pyrotechnical devices;
- cycling races on roads.
- any activity making any contact with swimming pools, rivers, the sea, canals, lakes, ponds or any similar water courses.

Employee(s)

- A person under a contract of service or apprenticeship with **You**.
- A person hired or borrowed by **You** and under **Your** direct control and supervision but is under a contract of service or apprenticeship with another employer.
- Persons under **Your** direct control and supervision being persons supplied by a labour master.
- A self-employed person performing work of a kind ordinarily performed under a contract of service or apprenticeship with **You** whilst under **Your** direct control and supervision.
- Work experience trainees.
- Authorised volunteers whilst working for **You** in connection with the **Event**.

Event

The Event or Events held either indoors, outdoors or within a **Temporary Structure** as described in the Schedule and taking place on the **Event Date(s)** but not exceeding four days in duration plus one day immediately preceding and one day immediately following for the purposes of setting up and dismantling.

Event Date(s)

The date or dates showing the start and end of the **Event** as stated in the Schedule if this Policy is for a single event. If this Policy is for multiple **Events**, the **Events** held within the Commencement and Expiry dates as stated in the Schedule.

Event Equipment

Any marquee, tent, staging, plant, machinery, generators and ancillary equipment hired, leased or owned by **You** (or by another person on **Your** behalf) solely for the purpose of the **Event** and for which **You** (or such other person) are responsible for under the hire or lease agreement.

Excess

The first amount of each and every claim to be paid by **You** as stated in the Schedule.

Geographical Limits

Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Inclement Weather

Unpleasantly cold or wet weather.

Money

means the face value of cash (notes and coins), cheques, giro cheques, travellers cheques, postal or money orders, bankers, drafts, current postage and revenue stamps, unused units in postage stamp, franking machines, national insurance stamps, stamped or franked national insurance cards, national savings stamps, national savings certificates, premium bonds, holiday with-pay stamps, bills of exchange, credit and debit card sales vouchers, luncheon vouchers, consumer redemption vouchers, trading stamps, gift tokens, belonging to **You** or for which **You** are responsible for in connection with the **Event**.

Offshore Activity

means any work on or visit to an Offshore Installation from the time of embarkation onto a conveyance at the point of final departure to such Offshore Installation until the time of disembarkation from a conveyance onto land on return from such Offshore Installation

Offshore Installation

means any offshore installation rig or platform whether fixed or mobile or any vessel or semi-submersible including any catwalk landing ramp bridge walkway accommodation or other connected structure which has been or will be engaged in the process of prospecting for or extraction separation or storage treatment or distribution of oil or gas production

Period of Insurance

Under this Policy, Sections 4 & 5 – **Cancellation** and **Postponement** will be operative from the Commencement date stated in the Schedule or the time of booking the **Event** (whichever is the later date) and terminates on commencement of the **Event**.

For all other Sections of the Policy including Abandonment, the insurance starts when **Your Event** commences as shown in the Schedule and terminates on completion of the **Event** as shown in the Schedule.

However, any **Event** that had already begun when **You** purchased this insurance will not be covered.

Postponement

The unavoidable deferment of the **Event** to be rearranged at another time.

Damage

Loss, destruction or damage to material property.

Stock

Includes materials in trade, work in progress and finished goods intended for sale or display.

Temporary Structure

Includes, but is not limited to: marquees, gazebos, staging, tiered seating, stalls, shell-scheme frameworks, inflatable objects, inflatable buildings, inflatable structures, lighting or art installations and sculptures.

Venue

The location or locations at which the **Event** is to be held.

We, Our, Us,

ERGO Versicherung AG, UK Branch
Munich Re Group Offices
Plantation Place
30 Fenchurch Street
London
EC3M 3AJ

You, Your, Yourself

The person or persons, members, club or company named in the Schedule as the insured.

Section 1 – Public Liability

Please note that **You** will only be insured under this Section of the Policy if it is stated in the Schedule as being included.

What We cover

We agree to insure **You**, subject to the terms and conditions contained in the Policy or endorsed on this insurance up to the limit of indemnity as stated in the Schedule in respect of accidental:

- **Bodily Injury** to a person, other than an **Employee**;
- **Damage** to property not owned by **You**;
- obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement or false imprisonment

occurring during the **Period of Insurance** within the **Geographical Limits** and caused in connection with the **Event**.

We will also indemnify **You** against claims arising from food or drink supplied by **You**.

How much We will pay

The most **We** will pay for any one claim or series of claims arising out of one **Occurrence** in any **Period of Insurance** shall not exceed the limit of indemnity stated for this section in the Schedule

We will also pay in addition to the limit of indemnity any costs and expenses **You** may incur.

The most **We** will pay for claims arising from food or drink supplied by in any one **Period of Insurance** will not exceed in respect of one claim and in the aggregate in respect of all claims the amount stated as the Limit of Indemnity for this section in the Schedule.

We will also pay in addition to the limit of indemnity any costs and expenses **You** may incur.

Discharge of liability applicable to this Section

In connection with any claims against **You**, **We** may at any time pay to **You** the Limit of Indemnity or any lesser amount for which such claims can be settled, **We** shall relinquish the control of such claims and be under no further liability, except for any legal costs and expenses.

Definitions applicable to this Section

Occurrence

Means an accident or event, including continuous or repeated injurious exposure to substantially the same general conditions, taking place in the **Geographical Limits** during the **Period of Insurance** and in connection with the **Event** which results in **Bodily Injury or Damage** neither expected nor intended from **Your** standpoint.

Pre-existing

Means **We** shall not indemnify **You** against any circumstances which is in any way connected with or related to an **Occurrence** or events or circumstances whether of a continuous, intermittent or of a repeated exposure which had occurred or commenced or existed prior to the **Period of Insurance**.

What is not covered under this Section

The following exclusions apply in addition to the General Exclusions Applicable to All Sections.

1. This Section does not cover legal liability arising from:

- a) the sale or supply (including repair, packaging or labelling, erection, alteration, treatment, installation, processing, manufacture, testing, servicing, hiring out, storing or transportation) of goods other than food and drink supplied by **You** for consumption at the **Event**;
- b) loss of or **Damage** to property owned by **You**, held in trust by **You** or under **Your** custody or control (but this exclusion shall not apply to the personal effects of any **Employee**);

- c) the ownership, possession or use by **You** or on **Your** behalf of any motor vehicle, trailer or mobile machine or plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation;
- d) any aircraft or other aerial device, watercraft or hovercraft which **You** own, or which is in **Your** custody or under **Your** control;
- e) professional or other advice, design, specification or treatment or the failure to provide such advice, design, specification or treatment or professional negligence or malpractice of any kind other than first aid facilities at the **Event**;
- f) Liability for **Bodily Injury** sustained by any **Employee** arising out of and in the course of employment by **You**;
- g) any liability arising from the effects of any alcoholic or illegal substance including prescribed drugs;
- h) any wilful or malicious act or any act of vandalism resulting in **Damage** at or to the **Venue**;
- i) Ownership, possession or use of any firearm or weapons of any and every kind;
- j) Anything that is **Pre-existing**.
- k) Libel, slander, sexual assault, sexual harassment, abuse or rape.
- l) Assault, battery or any intentional or deliberate violence either committed or alleged to have been committed by **You** or **Your Employees**.

2. Unless otherwise agreed by **Us** and acknowledged by specific endorsement to this Policy, this Section does not cover legal liability arising from:

- a) **Bodily Injury** to any person or loss of or **Damage** to property caused by or arising from a **Dangerous Activity**;
- b) **Bodily Injury death**, illness or disease of any participant caused by or arising from actual or attempted physical contact or challenge, intended or unintended, in the course of any sports or competitive activity organised by **You** or on **Your** behalf or for which **You** are responsible;
- c) any liability assumed by **You** by agreement;
- d) **Damage** to floors or the ground at the **Venue**;
- e) **Damage** to underground services;
- f) **Bodily Injury** to any person or loss or **Damage** caused by the defective erection, use or dismantlement by **You** or on **Your** behalf of any **Temporary Structures**
- g) the public handling of animals.

3. The amount of the **Excess**.

Extensions applicable to this Section

This Section shall automatically include the following in so far as they may apply to **You**.

This will not increase the amount **We** will pay in respect of damages and claimants costs beyond the Limit of Indemnity stated in the Schedule irrespective of whether any claim is made against **You** and/or other parties.

1. **We** will provide insurance in respect of **Your** legal liability for loss of or **Damage** to the buildings or contents at the **Venue** hired for the purpose of conducting the **Event**,
2. If **You** enter into any contract or agreement with a Principal responsible for the **Venue** or the organiser of the **Event**, **We** will, if the contract or agreement so requires, and at **Your** request, provide insurance in the terms of this Policy in respect of claims brought against such Principal, caused by **Your** negligence and arising in connection with the **Event**, provided that the Principal shall observe, fulfil and be subject to the terms provisions and conditions of the Section insofar as they apply.
3. If **You** are a club, committee or association, then in the event of one of **Your** members making a claim against another member of **Your** club, committee or association (both members having provided evidence issued by **You** validating them as active and/or having paid the requisite fee) the cover under this section will apply as if a separate Policy had been issued to each member.

Conditions precedent applicable to this Section

1. **You** must require any independent stallholder, exhibitor, contractor or supplier whom **You** engage at or for the **Event**, or otherwise permit or allow to stand, exhibit or supply services to the **Event**, to hold third party liability insurance in their own right for the duration of the **Event**. **You** must obtain evidence of the relevant Policy and record the name of the Insurer, the Policy number and limit of Indemnity prior to their participation at the **Event**.
2. **You** must not waive or in any way impair **Your** right of recovery from any other party in connection with any claim or part of a claim and **You** must make available to **Us** if required, a copy of any contract or agreement into which **You** enter with any party, in connection with the **Event**.

Section 2 - Employer's Liability

Please note that **You** will only be insured under this Section of the Policy if it is stated in the Schedule as being included.

What We cover

We will indemnify **You** for an amount not exceeding the Limit of Indemnity in the Schedule for all sums (including claimant's costs and expenses) which **You** become legally liable to pay as damages in respect of **Bodily Injury** sustained by an **Employee** arising out of and in the course of his employment in connection with **Your Event** caused during the **Period of Insurance** and within the **Geographical Limits**.

Employers' Liability (Compulsory Insurance) Act 1969

The indemnity granted by this Section is deemed to be in accordance with the provisions of the Employers Liability (Compulsory Insurance) Regulations 1969 and the Employers Liability (Compulsory Insurance) Regulations 1988 or any subsequent amendment or re-enactment or similar legislation applying to Northern Ireland, the Isle of Man or the Channel Islands.

However, **You** must repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay under the terms of this section but for the provision of such legislation.

What is not covered under this Section

We shall not indemnify **You** in respect of:

1. Asbestos

This policy does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos other than to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in which case **Our** total liability to pay damages and Costs and Expenses shall not exceed GBP5,000,000 in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause.

2. Motor Vehicles

Liability for **Bodily Injury** to any **Employee** to the extent that compulsory motor insurance or security is required in **Your** name under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation.

3. Offshore

Any claim arising directly or indirectly out of any **Offshore Activity**

Extensions applicable to this Section

Indemnity to Principals

We will indemnify **You** at **Your** request any principal with whom **You** have entered into an agreement, to the extent required by such agreement, but only in respect of liability for which **You** would have been entitled to indemnity under this Section if the claim had been made against **You**;

Provided that:

1. **We** shall retain sole conduct and control of any claim;
2. The principal shall observe fulfil and be subject to the terms conditions Exclusions and limits of this Section in so far as they can apply.

Section 3 - Event Equipment & Stock

Please note that **You** will only be insured under this Section of the Policy if it is stated in the Schedule as being included.

What We cover

We will indemnify **You** for **Damage** arising from any cause not otherwise excluded to **Event Equipment** or **Stock** owned by **You** or for which **You** are liable occurring during the **Period of Insurance** whilst:

- (a) at the **Venue**; or
- (b) in transit to or from the Venue within the Geographical Limits.
and in respect of **Stock**;
- (c) the value of the property at the time of its destruction or the amount of the **Damage**.

What is not covered under this Section

The following exclusions apply in addition to the General Exclusions Applicable to All Sections.

This Section does not cover:

- a. theft or attempted theft of **Event Equipment** or **Stock** whilst at any **Venue** unless involving forcible and violent entry to or exit from a building or secured site;
- b. Loss or **Damage** by theft or attempted theft of **Event Equipment** or **Stock** from a motor vehicle unless at the time of loss or **Damage**:
 - i) **You** were (or a person aged over 16 was, with **Your** permission) in the motor vehicle, or;
 - ii) The vehicle was securely locked and force or violence were used to get into the vehicle, and
 - iii) Any items were locked in a boot or locked compartment or
 - iv) The vehicle was contained in a locked garage or compound when left between the hours of 9pm to 9am.
- c. **Damage** to **Event Equipment** or **Stock** caused by:
 - i) wear and tear, inherent defects or **Damage** caused by the exposure to light or rays, if not an immediate consequence of fire, lightning or explosion;
 - ii) electrical or mechanical breakdown;
 - iii) cleaning, dyeing, repair or restoration;
 - iv) confiscation or detainment by any government, public or police authority;
 - v) strikers, locked out workers or persons taking part in labour disturbances.
- d. Loss or **Damage** to mobile telephones, handheld personal technical equipment, photo cameras, jewellery (other than costume jewellery), items of clothing (other than costumes), whether owned, borrowed or hired;
- e. Loss or **Damage** to bouncy castles and other inflatable play equipment;
- f. inventory or stocktaking shortages or unexplained disappearance or discrepancy;
- g. loss or **Damage** caused by the defective erection, use or dismantlement by **You** or on **Your** behalf of any **Temporary Structures**;
- h. any wilful or malicious act, or any act of vandalism or deliberate acts resulting in material **Damage** or **Bodily Injury**
- i. Loss or **Damage** to **Stock** carried by or dispatched by **You** for hire or reward
- j. **Damage** to **Stock** arising as a result of packing which was inadequate to withstand normal handling during transit.
- k. the amount of the **Excess**.

How We settle a claim

Following insured **Damage**, **We** will indemnify **You** by payment, repair or replacement. Payment will be based upon the value of the **Event Equipment** or **Stock** at the time of loss or **Damage**.

The maximum **We** will pay for any one item is the single item limit as stated in the Schedule.

The most **We** will pay for any claim is the Limit of Indemnity stated against this Section in the Schedule.

Average

If the **Event Equipment** insured at the time of any loss, destruction or **Damage** to the **Event Equipment** is of greater value than the amount stated in Section 3 of the Schedule, **You** will be considered as being **Your** own insurer for the difference and shall bear a rateable proportion of the loss.

We will not reduce the sum insured after **We** pay a claim.

Subsection 3A – Event Money

Please note that **You** will only be insured under this Section of the Policy if it is stated in the Schedule as being included.

What We cover

We will pay up to the Limit of Indemnity stated in the Schedule, any irrecoverable loss of money used in connection with the **Event** and for which the organiser is responsible:

- (a) At the **Event**
- (b) In transit or in the home of the organiser of an authorised **Employee**

What is not covered under this Section

The following exclusions apply in addition to the General Exclusions Applicable to All Sections.

We will not pay more than:

- (i) £250 for loss of Money left unattended unless locked in a cupboard, drawer or safe, the key to which is in possession of the organiser or an authorised **Employee**
- (ii) £2500 in total

This Section does not cover:

- a. Loss resulting for a business transaction
- b. **Consequential Loss**, shortage due to errors or omissions or depreciation in value
- c. Loss arising from the fraud or dishonesty of the organiser or any **Employee** or voluntary helper
- d. Loss following the use of a combination code, key or duplicate key unless the combination code, key or duplication key was obtained by violence or threat of violence to its authorised holder or to a member of the holder's family
- e. Loss from an unattended vehicle

Section 4 Cancellation, Abandonment or Postponement

(excluding Inclement Weather or Adverse Weather Conditions)

Please note that **You** will only be insured under this Section of the Policy if it is stated in the Schedule as being included.

Cover under this Section starts from the Commencement date shown in **Your** Schedule or the date the **Event** is booked; whichever is the latter.

What We cover

Part 1 – Cancellation, Abandonment or Postponement

We will pay, up to the amount as stated in the Schedule, for irrecoverable costs or expenses (less any income **You** have received in connection with the staging of the **Event**) incurred by **You** in connection with the **Event** following necessary and unavoidable **Cancellation, Abandonment** or **Postponement** during the **Period of Insurance** arising from any cause beyond **Your** control, or the control of any organiser or sponsor or financial supporter of the **Event** or any other party who performs or would perform any essential function needed for the successful fulfilment of the **Event**.

We will also pay all necessary additional expenses incurred by **You** to avoid or reduce a loss under this Section provided such expenses do not exceed the amount of loss thereby avoided or reduced.

Part 2 – Re-arrangement

If circumstances arise that threaten **Postponement** or **Cancellation** of the **Event**, **We** will pay the **Additional Costs** incurred to enable the **Event** to take place on the **Event Date**.

We will not pay more than the sum insured under Section 4 in respect of claims arising under both Part 1 and Part 2 of Section 4 together.

What We do not cover

The following exclusions apply in addition to the General Exclusions Applicable to All Sections.

This Section does not cover:

- (a) circumstances likely to cause **Cancellation, Abandonment** or **Postponement** of the **Event**, which were known to **You** prior to and/or at the start of this insurance;
- (b) claims arising directly or indirectly from **Inclement Weather** or **Adverse Weather** conditions;
- (c) **Your** failure to make all necessary arrangements for the successful fulfilment of the **Event** in a timely manner;
- (d) the withdrawal, insufficiency or lack of finance from any cause;
- (e) lack of or inadequate receipts, sales or profits, or the financial failure of any fund-raising venture on which the **Event** is reliant;
- (f) lack of or inadequate attendance, or insufficient interest, response or support to the **Event**;
- (g) industrial action or labour disputes, existing or threatened prior to the start of this insurance, whether known to **You** or not, unless the start date of the **Event** is more than 90 days after the start of this insurance;
- (h) the non-appearance of delegates, visitors, exhibitors, guests or key speakers because of state affairs or government matters;
- (i) court mourning, death of a member of the royal family or head of state;

- (j) circumstances arising through or as a result of orders or restrictions imposed by the local authorities, the police, fire or ambulance service;
- (k) **Cancellation, Abandonment** or **Postponement** of an **Event** following the death, **Bodily Injury** or illness of any person over the age of 75 years;
- (l) the failure of any supplier where booking arrangements are not confirmed in writing;
- (m) any contractual breach by **You**;
- (n) Planned work /contractors on site unless due to an emergency situation that has arisen after inception of the Policy
- (o) Failure or absence of tele-conferencing / data communication
- (p) Civil disputes/riots
- (q) **Cancellation, Abandonment** or **Postponement** directly or indirectly arising from any communicable disease which leads to
 - (i) the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency;
 - (ii) any travel advisory or warning being issued by a national or international body or agency; and in respect of (i) or (ii) above any fear or threat thereof (whether actual or perceived);
- (r) **Cancellation, Abandonment** or **Postponement** directly or indirectly caused by, resulting from or in any connection with any action taken in controlling, preventing, suppressing or in any way relating to:
 - i) influenza A (H5N1) (also known as “avian flu” or “bird flu”);
 - ii) any strain, virus, complex or syndrome that is related to influenza A (H5N1);and in respect of i) and ii) above any fear or threat thereof (whether actual or perceived).

Section 5 - Cancellation, Abandonment or Postponement

(including Adverse Weather Conditions)

Please note that **You** will only be insured under this Section of the Policy if it is stated in the Schedule as being included.

Cover under this Section starts from the Commencement date shown in **Your** Schedule or the date the **Event** is booked; whichever is the latter.

What We cover

Part 1 – Cancellation, Abandonment or Postponement

We will pay, up to the amount as stated in the Schedule, for irrecoverable costs or expenses (less any income **You** have received in connection with the staging of the **Event**) incurred by **You** in connection with the **Event** following necessary and unavoidable **Cancellation, Abandonment** or **Postponement** during the **Period of Insurance** arising from any cause beyond **Your** control, or the control of any organiser or sponsor or financial supporter of the **Event** or any other party who performs or would perform any essential function needed for the successful fulfilment of the **Event**.

We will also pay all necessary additional expenses incurred by **You** to avoid or reduce a loss under this Section provided such expenses do not exceed the amount of loss thereby avoided or reduced.

Part 2 – Re-arrangement

If circumstances arise that threaten **Postponement** or **Cancellation** of the **Event**, **We** will pay the **Additional Costs** incurred to enable the **Event** to take place on the **Event Date**.

We will not pay more than the sum insured under Section 5 in respect of claims arising under both Part 1 and Part 2 of Section 4 together.

What We do not cover

The following exclusions apply in addition to the General Exclusions Applicable to All Sections.

This Section does not cover:

- (a) circumstances likely to cause **Cancellation, Abandonment** or **Postponement** of the **Event**, which were known to **You** prior to and/or at the start of this insurance;
- (b) **Your** failure to make all necessary arrangements for the successful fulfilment of the **Event** in a timely manner;
- (c) the withdrawal, insufficiency or lack of finance from any cause;
- (d) lack of or inadequate receipts, sales or profits, or the financial failure of any fund-raising venture on which the **Event** is reliant;
- (e) lack of or inadequate attendance, or insufficient interest, response or support prior to the **Event**;
- (f) industrial action or labour disputes, existing or threatened prior to the start of this insurance, whether known to **You** or not, unless the start date of the **Event** is more than 90 days after the start of this insurance;
- (g) the non-appearance of delegates, visitors, exhibitors, guests or key speakers because of state affairs or government matters;
- (h) court mourning, death of a member of the royal family or head of state;
- (i) circumstances arising through or as a result of orders or restrictions imposed by the local authorities, the police, fire or ambulance service;

- (k) **Cancellation, Abandonment** or **Postponement** of an **Event** following the death, **Bodily Injury** or illness of any person over the age of 75 years unless;
- (k) the failure of any supplier where booking arrangements are not confirmed in writing;
- (l) any contractual breach by **You**;
- (m) **Cancellation, Abandonment** or **Postponement** directly or indirectly arising from any communicable disease which leads to:
 - (i) the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency;
 - (ii) any travel advisory or warning being issued by a national or international body or agency; and in respect of (i) or (ii) above any fear or threat thereof (whether actual or perceived);
- (n) Planned work /contractors on site unless due to an emergency situation that has arisen after inception of the policy
- (o) Failure or absence of tele-conferencing / data communication
- (p) Civil disputes/riots
- (q) **Cancellation, Abandonment** or **Postponement** directly or indirectly caused by, resulting from or in any connection with any action taken in controlling, preventing, suppressing or in any way relating to:
 - (i) influenza A (H5N1) (also known as “avian flu” or “bird flu”);
 - (ii) any strain, virus, complex or syndrome that is related to influenza A (H5N1);and in respect of (i) and (ii) above any fear or threat thereof (whether actual or perceived);
- (r) claims arising directly or indirectly from **Inclement Weather** or **Adverse Weather** where the Policy was purchased within 14 days of the **Event Date**.
- (s) claims arising directly or indirectly from **Inclement Weather** unless certified to be **Adverse Weather**

The following General Exclusions apply to all Sections of the Policy unless otherwise stated.

Asbestos Exclusion

This Policy does not cover any loss cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss. For Section 2 - Employers' Liability, however, this exclusion is replaced by the Asbestos exclusion in that Section.

Terrorism Exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means:

- a) In Great Britain and Northern Ireland: 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.
- b) In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland: any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) 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 or any international governmental organisation and/or to put the public, or any section of the public in fear.

This endorsement also excludes loss, **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 any act of terrorism.

If the Insurer alleges that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

War and Civil War Exclusion

Notwithstanding anything to the contrary contained herein this Policy does not cover loss or **Damage** directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or **Damage** to property by or under the order of any government or public or local authority.

Micro-Organism Exclusion

This Policy does not cover any loss, **Damage**, claim, cost, expenses or other sum directly or indirectly arising out of or relating to:

mould, mildew, fungus, spores or other micro-organism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is

- (i) any physical loss or **Damage** to insured property;

- (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence;
- (iii) any loss of use; occupancy; or functionality; or
- (iv) any action required, including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in this Policy that provides insurance, in whole or in part, for these matters.

Pollution or Contamination Exclusion

This Policy shall not cover any loss or **Damage** due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

This exclusion does not apply if such loss or **Damage** arises out of one or more of the following perils:

- Fire, Lightning, Explosion, Impact of Aircraft
- Vehicle Impact, Sonic Boom
- Accidental escape of water from any tank apparatus or pipe
- Riot, Civil Commotion, Malicious Damage
- Storm, Hail
- Flood, inundation
- Earthquake
- Landslide, Subsidence
- Pressure of Snow, Avalanche
- Volcanic Eruption

All other terms and conditions of this Policy shall be unaltered and especially the exclusions shall not be superseded by this clause.

Radioactive Contamination Exclusion

This clause shall be paramount and shall override anything contained in this Policy inconsistent therewith:

In no case shall this Policy cover loss or **Damage**, liability or expense directly or indirectly cause by or contributed to, by, or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or 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 of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Electronic Data Exclusion

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is understood and agreed as follows:

- a) This Policy does not insure loss, **Damage**, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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 programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".

- b) However, in the event that a peril listed below results from any matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical **Damage** occurring during the original policy period to the property insured by the original policy directly caused by such listed peril.

Listed Perils

Fire

Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or **Damage** insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation.

These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.