



SPECIAL EVENTS POLICY



SPECIAL EVENTS INSURANCE

Thank you for insuring with Ansvar and we welcome you as a policyholder.

Please read the policy and schedule carefully. If you need any further explanation, or if you find any mistakes, please contact your insurance advisor or us immediately.

You must tell us about any changes which affect your policy. Failure to do so could invalidate your cover. If you are not sure whether certain facts or changes are relevant please check with your insurance advisor or us.

The schedule enclosed with this policy shows your individual details. It also shows the sections of cover which are operative together with any endorsement numbers which may apply. If you have cover under Section 3 (All Risks), the item descriptions will be shown under the All Risks Specification on the schedule. The schedule is normally reissued each time there is a change under the policy.

Should you at any time be dissatisfied with our service, please refer to our Complaints Procedure together with details of our participation in the Financial Ombudsman Service (see below for appropriate page).

Where to find what you are looking for:

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Underwritten by:
 Ansvar Insurance Co Ltd
 Ansvar House
 St Leonards Road
 Eastbourne
 East Sussex
 BN21 3UR
 Tel: 0845 60 20 999 or 01323 737541
 Fax: 01323 644082
www.ansvar.co.uk

04 Making a Claim

IMPORTANT: DO NOT DELAY IN ADVISING US WHEN YOU BECOME AWARE OF A POSSIBLE CLAIM

Check the policy carefully to see that cover applies. If in doubt, contact your insurance advisor or us.

CONTACT DETAILS

You can notify a claim to us by letter, telephone, fax or e-mail at:

- Ansvar Insurance Company Limited,
Ansvar House, St Leonards Road, Eastbourne, BN21 3UR
- Tel: 01323 737541
- Fax: 01323 739355
- Email: ansvar.claims@ansvar.co.uk

ALL RISKS

- For any claims that require urgent attention such as severe storm, fire or flood, you must take all reasonable steps to prevent any further damage.
- If the damage is serious, we may decide to appoint an independent loss adjuster or investigator to deal with your claim, therefore you must contact our claims department immediately for further assistance.
- For claims that do not require urgent attention such as minor property damage, you must take all reasonable steps to prevent any further damage.
- If possible, obtain competitive estimates for the repair and submit with a completed claim form for our approval. However, if there is going to be a delay obtaining estimates then send the claim form immediately.
- Once we have agreed an estimate, you can get the work done and send the final account to us for reimbursement (subject to any policy terms).
- A full specification of the damaged items is required together with substantiation, e.g. original purchase receipt, photographs of the article or payment receipts etc. Forward the requested information with a completed claim form for our approval.
- Whenever appropriate we aim to provide replacements and we may use our preferred supplier.
- When necessary, you should arrange for emergency repairs to be carried out to prevent further damage.

LIABILITY (CLAIM BEING MADE AGAINST YOU)

- If someone is making a claim against you please notify us immediately.
- Do not make any promise to pay.
- Send any letter or document to us unanswered.

MONEY

- We require substantiation to support your claim and the loss needs to be reported to the police immediately on discovery.

SALVAGE

- All salvage must be protected and retained for our inspection, unless we or the loss adjuster have instructed you to the contrary.

THEFT, LOSS AND MALICIOUS DAMAGE

- Tell the police immediately if property is stolen, maliciously damaged or if a valuable item is lost, and obtain a crime or lost property reference number. You must take all reasonable steps to prevent any further loss.

The Financial Services Authority (FSA)

Ansvar Insurance Company Limited is authorised and regulated by the Financial Services Authority (FSA).

Our FSA register number is 202019.

The FSA website which includes a register of all regulated firms can be visited at:

www.fsa.gov.uk/register or the FSA can be contacted on: Tel: 0845 606 1234

Ansvar is also a member of the Association of British Insurers (ABI).

05 The Financial Services Compensation Scheme (FSCS)

This scheme was set up under the terms of the Financial Services and Markets Act 2000.

Its aim is to protect private and small business/charity customers should an insurer go out of business and be unable to meet its liabilities or pay claims. You may be entitled to compensation depending upon your income and the number of people you employ.

If so, FSCS may arrange to transfer your policy to another insurer, provide a new policy or, if these actions are not possible, provide compensation. The maximum level of compensation you can receive from the scheme for a claim against an insurance firm depends on the type of insurance policy.

For further information on the scheme you can visit the website at:

www.fscs.org.uk

or write to:

Financial Services Compensation Scheme,
7th Floor, Lloyds Chambers,
1 Portsoken Street,
London E1 8BN.

Tel: 020 7892 7300

Email: enquiries@fscs.org.uk

Complaints Procedure

If you have any reason to complain you can make your complaint in writing or verbally to any manager at:

ANSVAR INSURANCE COMPANY LIMITED

Ansvar House, St. Leonards Road, Eastbourne, East Sussex, BN21 3UR

Tel: 0845 60 20 999 or 01323 737541 Fax: 01323 644082

email: ansvar.insurance@ansvar.co.uk

We will acknowledge all complaints within five working days.

If you are not satisfied with our response, or we have not completed our investigation after eight weeks, we will inform you of your right to take your complaint to:

Financial Ombudsman Service

South Quay Plaza,

183 Marsh Wall,

London E14 9SR.

Tel: 0845 080 1800

Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect your right to take legal proceedings.

Useful Addresses

ANSVAR INSURANCE COMPANY LIMITED

Ansvar House, St Leonards Road

Eastbourne,

East Sussex, BN21 3UR

Tel: 0845 60 20 999 or 01323 737541

Fax: 01323 644082

www.ansvar.co.uk

ASSOCIATION OF BRITISH INSURERS

Consumer Information Department

51 Gresham Street

London, EC2V 7HQ

Tel: 020 7600 3333

Fax: 020 7696 8999

www.abi.org.uk

FINANCIAL SERVICES COMPENSATION SCHEME

7th Floor, Lloyds Chambers,

Portsoken Street, London, E1 8BN

Tel: 020 7892 7300

Fax: 020 7892 7301

www.fscs.org.uk

THE FINANCIAL SERVICES AUTHORITY

25 The Colonnade

Canary Wharf

London, E14 5HS

Tel: 020 7066 1000

www.fsa.gov.uk/mgi

FORM No. F.A. 47

SPECIAL EVENTS POLICY

We and **you** agree that:

- a) the basis of the contract is:
 - the information contained in the proposal and declaration or statement of facts, and
 - any additional or supplementary information supplied;
- b) **you** will pay the premium;
- c) **we** will insure **you** as detailed in the policy, schedule and any endorsements during the **period of insurance** shown in the schedule.
- d) the policy, schedule and any endorsements (including any replacements for them) are to be read together as one document.

Definitions

Some words or phrases in this policy and its schedule are in **bold italics** and have particular meanings that are stated below unless otherwise specified by endorsement.

These definitions apply equally where used in the singular or plural unless otherwise stated.

abuse	<p>bodily injury, or allegations of bodily injury, caused by:</p> <ul style="list-style-type: none"> • rape • molestation or acts of: <ul style="list-style-type: none"> - a physical or psychological sexual nature - sexual gratification • physical or psychological: <ul style="list-style-type: none"> - assault - maltreatment - ill-use • repeated, contemptuous, intimidating, course or insulting words
asbestos	asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos
bodily injury	death, illness, injury or disease
cancellation expenses	<ul style="list-style-type: none"> • irrecoverable deposits or charges paid in advance or contracted to be paid by you • costs and other expenses necessarily and reasonably incurred by you in organising, promoting or providing services for the event <p>less any non-returnable income you have received from any source in connection with the staging of the event</p>
cancellation of event	<ul style="list-style-type: none"> • the inability to proceed with the whole event that cannot be postponed • the unavoidable deferment of the whole event, before it has started, to another time • the inability to complete the whole event once it has started
claim	your request to us for indemnity, reimbursement or benefit under the terms of this policy, provided that a claim for legal liability includes a single loss or series of losses from one event consequent on or attributable to one source or original cause
costs and expenses	<ul style="list-style-type: none"> • legal costs and expenses recoverable from you by any claimant • defence costs and expenses incurred with our written consent
damage / damaged	physical loss, destruction or damage
employee	<p>any person:</p> <ul style="list-style-type: none"> • under a contract of service or apprenticeship with you • who is hired to, supplied to or borrowed by you • engaged under a work experience or similar scheme • helping as a volunteer • who is one of your trustees <p>while under your direct control and supervision and working for you in connection with the event</p>
excess	the first amount of each and every agreed claim that you will be asked to pay

07 Definitions continued

event	your event(s) declared to us , accepted by us in writing, and: <ul style="list-style-type: none">• undertaken with your full knowledge and authority• under your or an authorised employee's control
money	<ul style="list-style-type: none">• current coins and banknotes• unused current postage stamps, trading stamps, savings stamps, postal orders, money orders, luncheon, charity and consumer redemption vouchers, gift tokens and unused units of franking machines• cheques, travellers cheques, travel tickets, bankers drafts, credit card company sales vouchers or receipts• National Savings certificates, premium bonds• VAT purchase receipts all belonging to you , or for which you have accepted responsibility, in connection with the event
non-negotiable money	crossed cheques, crossed postal orders, crossed money orders, crossed bankers drafts, unused units of franking machines, National Savings certificates, premium bonds, credit card company sales vouchers or receipts and VAT purchase receipts, all belonging to you , or for which you have accepted responsibility, in connection with the event
offshore	<ul style="list-style-type: none">• embarkation onto a vessel or aircraft for conveyance to an offshore rig, platform or service or accommodation vessel, until disembarkation from the conveyance onto land from such offshore rig, platform or service or accommodation vessel• whilst on any offshore rig, platform or service or accommodation vessel
period of insurance	a) single event policy (including days for erection, dismantling and removal) starts for: <ul style="list-style-type: none">• section 4 (Cancellation Expenses), if operative, from the schedule inception date• all other operative sections from the 'event start date' and, for all sections, ends at the date shown on the schedule b) annual multi- event policy is for the 12 month period shown on the schedule but for each event (including days for erection, dismantling and removal) starts for: <ul style="list-style-type: none">• section 4 (Cancellation Expenses), if operative, from the time you book a venue for an event• all other operative sections when you travel to the venue and, for all sections, ends on completion of your return travel from the venue after an event . The start and finish dates of each event must be within the period shown on the schedule and not exceed 31 days.
	SPECIAL NOTE – If you arrange an event during the 12 month period shown on the schedule that starts or ends after this period expires, there will be no cover in force for that event. You will need to arrange new insurance with us or make other arrangements to insure the event.
products	goods (including their containers, packaging, labelling or instructions) no longer in your custody or control that have been sold, supplied, installed, erected, serviced, repaired, altered, treated or otherwise worked upon by you from or in the territorial limits in connection with the event
territorial limits	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man
terrorism	an 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, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear
venue	the venue as shown in the schedule as 'Location' to be used for the event
we / us / our	Ansvar Insurance Company Limited
working hours	any time when the venue is occupied for the event by you or any director, or employee responsible for money
you / your / insured / policyholder	the person(s), company, or organisation (including a body of trustees) named in the schedule as the policyholder

WHAT IS COVERED

We will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for accidental:

- **bodily injury** to any person
- **damage** to material property
- obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement

occurring during the **period of insurance** in connection with the **event** and happening:

- a) within the **territorial limits**
- b) anywhere in the world (other than within the United States of America or Canada) and caused by **products**.

We will also pay the cost of representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with **our** consent.

WHAT IS NOT COVERED

1. The amount of **excess** shown in the schedule in respect of each **claim** for **damage** to material property.
2. Liability arising directly or indirectly from any:
 - a) activity, property or premises detailed on the 'Activities – Standard Exclusion' endorsement to this policy
 - b) allergic reaction from activities involving:
 - i. the application of paints or any other product to
 - ii. tattooing of a persons skin
 - c) error or omission in the provision of professional services
 - d) treatment of any kind (other than first aid)
 - e) **abuse**
 - f) libel, slander or defamation
 - g) **bodily injury** to any **employee** arising out of, and in the course of, their employment by **you** for the **event**
 - h) **damage** to property:
 - i. or any part on which **you** or any **employee** is or has been working where the **damage** results from such work
 - ii. belonging to **you** or held in trust by **you** or borrowed, rented, leased or hired for use by **you** other than personal property (including vehicles and contents) of **your** visitors, directors or **employees**
 - i) **offshore** activities
 - j) counselling, advice, design, formula or specification whether given for a fee or not
 - k) medical, surgical, dental, pharmaceutical or therapeutic **products**
 - l) **products** incorporated in any:
 - i. craft designed to travel through air or space
 - ii. watercraft which could affect its safety, navigation or propulsion
 - iii. mechanically propelled vehicles which could affect their safety
 - iv. gas, chemical, petrochemical or power generation plant
 - m) **damage** to or the costs of recall, replacement, alteration, repair or reinstatement of any **products** or contract work executed by **you** which is caused by a defect or its unsuitability for its intended purpose
 - n) **products**:
 - i. exported to
 - ii. sold, supplied or worked upon by **you**, or by others for **you**, from within the United States of America or Canada
 - o) ownership, possession or use by **you** or on **your** behalf, or by any person entitled to cover under this section, of any:
 - i. watercraft (other than hand propelled) and craft designed to travel through air or space
 - ii. mechanically propelled vehicles for which compulsory motor insurance or security is required, other than for loading and unloading unless cover is provided by any other policy
 - p) an agreement unless liability would have existed without the agreement
 - q) legal action or investigation brought or commenced in any court of law outside of the **territorial limits** or is brought or commenced within the **territorial limits** to enforce an award or judgement outside the **territorial limits**.
3. Fines or penalties.
4. Punitive, exemplary, aggravated or multiplied damages.
5. Liquidated damages.
6. Any compensation awarded by a court of criminal jurisdiction.
7. **We** will not pay any **claim** when **you** have failed to comply with the SPECIAL REQUIREMENTS for this section and such failure caused or worsened the liability.

09 Special requirements for Section 1 Public and Products Liability

You are required:

1 INSURANCE CHECKS

to ensure that the following insurances are in place before the start of the **event**:

- Public Liability insurance for any participant (individual, company or other organisation) in the **event** if the participant will be operating or trading at any time during the **event** for commercial or personal financial gain.
- Products Liability insurance arrangements for any participant (individual, company or other organisation) in the **event** if the participant normally operates or trades for commercial financial gain but who will be donating all income from their participation in the **event** to **you** or a registered charity.

The check of the insurance must ensure that it will be current for the date(s) of the **event** and that the activities to be carried out at the **event** are covered.

You must record the insurer's name and contact details, policy number and the policy indemnity limit - this can be achieved by taking a copy of the schedule that forms part of the policy.

2 USE OF BOUNCY CASTLES OR TRAMPOLINES

a) if **you** use any bouncy castle, to ensure that it is:

- supervised by responsible **employees** at all times when in use
- not used by children under 2 years old
- restricted to use by age group (age groups 2 to 5, 6 to 12 and over 12 years must not be mixed).

b) if **you** use any trampoline, to ensure that it is:

- supervised by responsible **employees** at all times when in use
- fitted with safety side netting to prevent falls from the trampoline
- not used by more than one person at a time.

3 CLEAN-UPS OR LITTER PICKS

to ensure that any person involved in clearing up litter or rubbish:

- wears boots or other stout footwear
- wears suitable gloves if handling any litter or rubbish
- is instructed not to clear up, move or touch any sharp objects, needles or syringes.

4 SECOND-HAND GOODS (PRODUCTS LIABILITY)

under extension 8 of this section, before the **products** leave **your** custody or control, to:

- have any electrical appliance (other than a battery operated appliance) inspected and tested by a suitably qualified person (the minimum standard required is the Portable Appliance Testing qualification, such as the City & Guilds 2377-002 Certificate of Competence for the Inspection and Testing of Portable Equipment (PAT Testing) or its equivalent)
- ensure that any other **product** is compliant with any current safety legislation or regulations
- retain all required records under such legislation or regulations for the required period provided this period is not less than 3 years.

Extensions to Section 1 Public and Products Liability

WHAT IS COVERED

1 HEALTH AND SAFETY AT WORK

We will pay all amounts which **you** become legally liable to pay for **costs and expenses** in the defence of any criminal proceedings for an offence under:

- the Health and Safety at Work etc. Act 1974
- the Health and Safety at Work (Northern Ireland) Order 1978

• similar safety legislation of the **territorial limits** committed or alleged to have been committed in the course of the **event** during the **period of insurance**, including **costs and expenses** incurred in an appeal against conviction arising from such proceedings, provided that the proceedings relate to the health, safety or welfare of persons other than **employees**.

The most **we** will pay is £500,000 for any **claim**.

2 INDEMNITY TO OTHER PEOPLE, INCLUDING PRINCIPALS

At **your** request **we** will pay all amounts which the following people or organisations become legally liable to pay as damages and **costs and expenses** for a claim against them:

- any director or **employee**
- any member
- any officer or member of **your** canteen, sports, social or welfare organisations, first-aid, ambulance, fire or security services
- any principal, being any person, local or public authority, company or firm, with whom **you** have entered into a contract for work or services, but only in respect of claims arising out of the performance of such work or services by **you**

Provided:

- **you** would have been entitled to cover under this section if the claim had been made against **you**
- such parties keep to the terms of this policy insofar as they can apply.

WHAT IS NOT COVERED

1. Fines or penalties of any kind.
2. Proceedings consequent upon any deliberate act or omission by:
 - a) **you** or **your** directors
 - b) any **employee** responsible for compliance with the legislation.
3. Legal costs and expenses covered elsewhere in this policy or by any other policy.
4. Liability for **bodily injury** or **damage** to property.

10 Extensions to Section 1 Public and Products Liability continued

WHAT IS COVERED

3 CROSS LIABILITIES

If more than one party is named in the schedule as the **policyholder**, **we** will deal with any **claim** as though a separate policy had been issued to each of them.

4 HIRED OR RENTED BUILDINGS

Where **you** are legally liable to pay for **damage** to property at premises borrowed, rented, leased or hired for use by **you** for the **event**, the cover provided under this section extends to include **your** legal liability for such **damage**.

5 CONTINGENT MOTOR LIABILITY

We will pay all amounts which **you** alone become legally liable to pay as damages and **costs and expenses** for accidental **bodily injury** or **damage** arising out of the use by any **employee** of any motor vehicle in connection with the **event**.

6 CONSUMER PROTECTION

We will pay all amounts which **you** become legally liable to pay for **costs and expenses** in the defence of any criminal proceedings brought in respect of a breach of Part II of the Consumer Protection Act 1987 or in an appeal against conviction arising from such proceedings, provided that the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of the **event** and are brought in the **territorial limits**.

The most **we** will pay is £500,000 for any **claim**.

7 FOOD SAFETY ACT

We will pay all amounts which **you** become legally liable to pay for **costs and expenses** in the defence of any criminal proceedings brought in respect of a breach of The Food Safety Act 1990 or in an appeal against conviction arising from such proceedings, provided that the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of the **event** and are brought in the **territorial limits**.

The most **we** will pay is £500,000 for any **claim**.

8 SECOND-HAND GOODS (PRODUCTS LIABILITY)

We will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for liability arising from the following second-hand **products**:

- electrical appliances
- other second-hand goods that are not specifically excluded in 'WHAT IS NOT COVERED' by this extension provided that **you** comply with SPECIAL REQUIREMENT 4 to this section.

WHAT IS NOT COVERED

1. The amount of **excess** shown in the schedule other than for **claims** caused by fire or explosion.
2. Liability:
 - a) arising from an agreement unless liability would have existed without the agreement
 - b) otherwise excluded under this section apart from property borrowed, rented, leased or hired for use by **you**.

1. Liability arising from:
 - a) **damage** to any such vehicle or its contents
 - b) any vehicle owned or provided by **you**
 - c) any vehicle driven by **you**
 - d) any vehicle driven by a person who to **your** knowledge does not hold a licence to drive such a vehicle unless such person has held and is not disqualified for holding or obtaining such a licence
 - e) participation in racing, pace making, reliability trials or speed testing.
2. Liability:
 - a) to the drivers or owners of such motor vehicles
 - b) arising outside the **territorial limits**
 - c) covered by any other policy.
3. Fines or penalties.
4. Punitive, exemplary, aggravated or multiplied damages.
5. Liquidated damages.

1. Fines or penalties of any kind.
2. Proceedings consequent upon any deliberate act or omission by **you**, or any director of the **event** or any **employee** responsible for compliance with the legislation.
3. Legal costs and expenses covered elsewhere in this policy or by any other policy.
4. Liability for **bodily injury** or **damage** to property.

1. Fines or penalties of any kind.
2. Proceedings consequent upon any deliberate act or omission by **you** or any director of the **event** or any **employee** responsible for compliance with the legislation.
3. Legal costs, expenses, reimbursements or charges:
 - a) covered elsewhere in this policy or by any other policy
 - b) arising from an order made under Section 9 of the Food Safety Act
 - c) resulting from any regulation under Section 45 of the Food Safety Act.
4. Liability for **bodily injury** or **damage** to property.

1. Liability arising from the following second-hand **products**:
 - a) upholstered furniture or bedding
 - b) gas appliances of any description
 - c) any appliance containing or using flammable liquids.

Claims settlement for Section 1 Public and Products Liability

LIMITS

Unless otherwise stated, the most **we** will pay for:

- all **claims**, including **costs and expenses**, in any one **period of insurance** caused by **products**
- all **claims**, including **costs and expenses**, in any one **period of insurance** arising from pollution or contamination
- any **claim**, including **costs and expenses**, for liability other than relating to **products** or pollution or contamination
- any **claim**, including **costs and expenses**, under Cross Liabilities (Extension 3) in total to all parties

is the Indemnity Limit shown in the schedule.

11 Section 2 Employers Liability

WHAT IS COVERED

We will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for **bodily injury** to any **employee** occurring during the **period of insurance** in connection with the **event** and occurring in the **territorial limits**.

We will also pay the cost of representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with **our** consent.

RIGHT OF RECOVERY

The cover under this section shall be interpreted as being in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in the **territorial limits** but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.

CERTIFICATE OF EMPLOYERS LIABILITY INSURANCE

If this section or the policy is cancelled the Certificate of Employers Liability Insurance issued for this section is cancelled at the same time.

WHAT IS NOT COVERED

1. Liability:
 - a) for which compulsory motor insurance or security is required
 - b) arising in connection with **offshore** activities.

Extensions to Section 2 Employers Liability

WHAT IS COVERED

1 HEALTH AND SAFETY AT WORK

We will pay all amounts which **you** become legally liable to pay for **costs and expenses** in the defence of any criminal proceedings for an offence under:

- the Health and Safety at Work etc. Act 1974
- the Health and Safety at Work (Northern Ireland) Order 1978
- similar safety legislation of the **territorial limits** committed or alleged to have been committed in the course of the **event** during the **period of insurance**, including **costs and expenses** incurred in an appeal against conviction arising from such proceedings, provided that the proceedings relate to the health, safety or welfare of **employees**.

The most **we** will pay is £500,000 for any **claim**.

2 INDEMNITY TO OTHER PEOPLE, INCLUDING PRINCIPALS

At **your** request **we** will pay all amounts which the following people or organisations become legally liable to pay as damages and **costs and expenses** for a **claim** made against them:

- any director or **employee**
- any officer or member of **your** canteen, sports, social or welfare organisations, first-aid, ambulance, fire or security services
- any principal, being any person, local or public authority, company or firm, with whom **you** have entered into a contract for work or services, but only in respect of claims arising out of the performance of such work or services by **you**.

Provided:

- **you** would have been entitled to cover under this section if the **claim** had been made against **you**
- such parties keep to the terms of this policy insofar as they can apply.

WHAT IS NOT COVERED

1. Fines or penalties of any kind.
2. Proceedings consequent upon any deliberate act or omission by:
 - a) **you** or **your** directors
 - b) any **employee** responsible for compliance with the legislation.
3. Legal costs and expenses covered elsewhere in this policy or by any other policy.
4. Liability for **bodily injury**.

Claims settlement for Section 2 Employers Liability

LIMITS

The most **we** will pay for any **claim**, including **costs and expenses**, unless otherwise stated is:

- £5,000,000 in respect of liability directly or indirectly caused by, resulting from or in connection with any act of **terrorism**. If **we** allege that by reason of this limitation any liability for damages and **costs and expenses** is covered only up to a specified limit of liability the burden of proving the contrary shall be upon **you**
- the Indemnity Limit shown in the schedule.

WHAT IS COVERED

We will pay for **damage** to property belonging to **you**, or for which **you** have accepted responsibility, which is specified in the All Risks Specification in the schedule and occurring:

- at the **venue**
- in transit to or from the **venue** by **you** within the **territorial limits**.

WHAT IS NOT COVERED

1. The amount of **excess** shown in the schedule but increased to:
 - a) £250 in respect of
 - i. theft or attempted theft of property from any unoccupied motor vehicle or trailer
 - ii. weather **damage** to property in the open that has not been designed to be kept in the open or has not otherwise been protected against such **damage**
 - b) £500 in respect of theft or attempted theft of property not kept in a securely locked building or motor vehicle.
2. **Damage** to:
 - a) **money**, securities, credit and debit cards
 - b) strings, reeds or drumheads on musical instruments
 - c) any marquee or tent unless caused by:
 - i. fire, explosion, lightning, earthquake, smoke, theft or attempted theft, storm or flood
 - ii. aircraft or other aerial devices or articles falling from them
 - iii. impact by any road vehicle, train or animal
 - iv. falling trees, branches, telegraph poles or lamp posts
 - d) property for which indemnity is provided under any other policy.
3. **Damage** caused by, resulting from or consisting of:
 - a) wear and tear, depreciation or gradually operating cause
 - b) action of light, atmospheric or climatic conditions or frost
 - c) moths, vermin, insects, parasites, woodworm, fungus, mildew or rot
 - d) mechanical or electrical fault, breakdown or failure or use contrary to the manufacturer's instructions
 - e) faulty workmanship, defective design or the use of defective materials
 - f) inherent vice or latent defect
 - g) any process of cleaning, dyeing, altering, repairing, renovating or restoring
 - h) the deliberate erasure, loss, distortion or corruption of electronic data
 - i) unexplained disappearance or inventory shortage or shortage due to error or omission
 - j) marring or scratching
 - k) rise or fall in temperature.
4. **Damage** by theft of:
 - a) computers designed to be portable or satellite telephones from any unattended motor vehicle or trailer
 - b) any other property from any unattended motor vehicle or trailer unless:
 - i. the property is hidden from view in a closed glove, storage or luggage compartment or boot, and
 - ii. all windows and sunroofs are securely closed and all doors, tailgate and boot are locked
 - c) any pedal cycle outside or at the **venue** unless it is in a locked building or is attached by an appropriate security device to a permanently fixed structure.
5. **Damage** by theft or attempted theft from a building which does not involve entry to or exit from the building by forcible and violent means apart from when occupied by **you** for the **event**.

Claims settlement for Section 3 All Risks

We will, at **our** option, either:

- make a cash payment for
- pay for the repair of
- if **damaged** beyond repair, pay for the replacement as new of the **damaged** property.

LIMITS

The most **we** will pay in respect of any **claim** is the sum insured at the date of the **damage** by each item listed in the All Risks Specification of the schedule.

UNDERINSURANCE

If at the time of a **claim** the sum insured for any item is less than the full replacement value as new **we** will only pay the same proportion of the **damage** as the sum insured bears to the full replacement value as new for that item.

AUTOMATIC REINSTATEMENT OF THE SUM INSURED

The sum insured will not be reduced by a **claim** payment, unless:

- the **claim** relates to the total loss of any specified item or
- **we** give written notice to the contrary within 30 days of the **claim** notification being first received by **us** provided that **you** take immediate steps to carry out any **damage** prevention measures that **we** may require.

MATCHING SETS

We will not pay for the cost of replacing any undamaged item which forms part of a set (other than a pair) or suite or any other item of a uniform nature, colour or design, when **damage** happens to a specific part or within a clearly identifiable area and replacements cannot be matched.

13 | Section 4 Cancellation Expenses

WHAT IS COVERED

We will pay for the:

- a) **cancellation expenses** incurred, paid or contracted to be paid by **you** following the necessary **cancellation of event** resulting from:
 - i. adverse weather conditions that make starting or completing the **event** dangerous and irresponsible having consideration for the safety of the attendees at the **event** or, provided they are beyond the control of **you** or the **event** organiser(s) or financial supporter(s):
 - ii. non-appearance of any pre-booked outside caterer, speaker, entertainer or musician where no suitable replacement is available
 - iii. any other cause not specifically excluded
- b) additional costs necessarily incurred by **you** in relocating to a new venue for the **event** to avoid the **cancellation of event**.

WHAT IS NOT COVERED

1. The amount of **excess** shown in the schedule.
2. **Claims** made more than 14 days after the date the **event** finished.
3. Any circumstance known to **you** at the time of arranging insurance cover likely to cause loss.
4. **Cancellation of event** due to:
 - a) non-appearance of any person, company or organisation except as provided for in cover a) ii. of this section
 - b) adverse weather conditions except as provided for in cover a) i. of this section
 - c) lack of or inadequate attendance or insufficient interest prior to the **event**
 - d) lack of sales or shortages of receipts
 - e) the withdrawal or lack of finance
 - f) orders or restrictions imposed by any local authority or the emergency services
 - g) industrial action or labour disputes, existing or threatened prior to the start of this policy, whether known to **you** or not, unless the opening date of the **event** is more than 90 days after the start of this policy
 - h) the failure of any supplier where booking arrangements are not confirmed in writing.
5. Any **claim** arising out of:
 - a) the financial failure of the **event**
 - b) insolvency, financial default or inability to pay.
6. Any costs or expenses incurred by any other exhibitors, stallholders, groups or participants in the **event** due to **cancellation of event**.

Extensions to Section 4 Cancellation Expenses

1 EXHIBITORS EXTENSION

Where **you** are an exhibitor only and not the event organiser this section extends to cover additional expenses incurred by **you** following **your** failure to vacate the **venue** at the termination of tenancy resulting from any cause beyond the control of **you** or the **event** organiser(s), sponsor(s) or financial supporter(s).

The most **we** will pay for any **claim** is £500.

Claims settlement for Section 4 Cancellation Expenses

The most **we** will pay for any **claim**, unless otherwise stated, for :

- adverse weather conditions under cover a) i. is 20% of the
 - additional costs under cover b) is 20% of the
 - any other occurrence is the
- sum insured for **cancellation expenses** shown in the schedule.

WHAT IS COVERED

We will pay for **damage** to:

- a) **money**
- b) any:
 - i. safe or strongroom for which **you** are responsible and which is used to protect **money** related to the **event** at the **venue**
 - ii. cash carrying case, security belt or waistcoat caused by theft or attempted theft
- c) clothing and personal effects belonging to an **employee** caused by theft or attempted theft of **money** up to £500 per person (which includes personal money up to £100).

WHAT IS NOT COVERED

1. The amount of **excess** shown in the schedule.
2. **Damage**:
 - a) from any unattended vehicle
 - b) due to misappropriation, deception or false accounting by:
 - i. **you** or any director
 - ii. any **employee** unless discovered within 14 days of the occurrence and provided there is no other specific fidelity insurance in force
 - c) arising outside the **territorial limits**
 - d) due to clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques, fraudulent credit card transactions or to the use of counterfeit **money**
 - e) suffered as a result of a transaction as part of the **event**
 - f) to negotiable **money** in transit by unregistered post
 - g) of or to **money** in any coin, banknote or token operated machine or **money** dispensing machine
 - h) to any coin, banknote or token operated machine or **money** dispensing machine.
3. **We** will not pay any **claim** when **you** have failed to comply with the SPECIAL REQUIREMENTS for this section and such failure caused or worsened the loss.

Special requirements for Section 5 Money

You are required to:

- 1 RECORD KEEPING
keep a complete record of all **money** in transit and at the **venue** and deposit such record in a secure place other than in a safe or strongroom containing the **money**.
- 2 SECURITY
keep any safe or strongroom locked and all keys to them must be removed from the **venue** unless the **venue** is occupied by an authorised **employee** in which case such keys shall be kept in a locked receptacle when left in an unattended room.
- 3 CARRYING LIMITS
ensure that whenever **money**, other than **non-negotiable money**, in transit exceeds:
 - a) £2,500 at any one time, it must be accompanied by at least two adult persons
 - b) £10,000 at any one time, it must be carried by a security company.
 This requirement applies regardless of the amount of cover under this section.

Claims settlement for Section 5 Money

LIMITS

The most **we** will pay for any **claim** is:

- for **non-negotiable money** - £250,000
- for **money** other than **non-negotiable money**:
 - a) at the **venue** outside **working hours** and secured in a locked safe - the sum insured shown in the schedule as 'Money Limit in Safe'
 - b) at the **venue** during **working hours** -)
 - c) in direct transit by **you** or any authorised **employee** between their home, the **venue** and the bank -) the sum insured shown in the schedule
 - d) in a bank night safe -) as 'Money (See Policy wording)'
 - e) at **your** home or that of an authorised **employee** - £500
 - f) in any other circumstance £350
- for misappropriation, deception or false accounting by an **employee** - £500 any one person and £2,000 in any one **period of insurance**

WHAT IS COVERED

We will pay the amount of benefit shown in the schedule if any **employee** while working for **you** in connection with the **event** sustains accidental **bodily injury** caused by external violent and visible means during the **period of insurance** which within 24 months is the sole cause of death or disablement as defined in the Schedule of Compensation.

WHAT IS NOT COVERED

1. Accidental **bodily injury**:
 - a) consisting solely of illness, disease or disorder
 - b) to any person whose age is under 16 (unless otherwise varied in the schedule) or more than 80 years at the time of the **bodily injury**
 - c) sustained outside the **territorial limits**
 - d) arising directly or indirectly from Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition
 - e) caused by **you** or any director or **employee**:
 - i. engaging in abseiling, aqua-lung diving, boxing, cliff or rock climbing, earth balling, elastic rope sports or activities, firework displays, flying (except as a fare-paying passenger), football, hang-gliding, horse riding, hunting, martial arts, motor-cycling, motor-scootering, mountaineering, parachuting, polo, pot-holing, professional sport of any kind, racing (except on foot), rugby, water activities (except swimming), winter sports (including dry-slope skiing) and wrestling
 - ii. committing or attempting to commit suicide or any act of intentional self-injury or deliberate exposure to danger except in an attempt to save human life
 - iii. being under the influence of intoxicants or drugs unless under medical supervision
 - iv. being pregnant or giving birth
 - f) resulting from any accident in connection with:
 - i. powered woodworking machinery other than portable hand tools
 - ii. the use of scaffolding, other than tower scaffolding, unless professionally erected
 - iii. tree felling and the lopping and topping of trees except such work as is within the scope of the ordinary jobbing gardener.

SCHEDULE OF COMPENSATION FOR SECTION 6 PERSONAL ACCIDENT

	BENEFITS
	The amount shown in the schedule as:
1 death –	'Death Benefit'
2 permanent total disablement, being either -)
a) total and permanent loss of use of one or more entire hands or feet)
b) total and irrecoverable loss of sight in one or both eyes)
c) permanent total disablement resulting from total and irrecoverable loss of:) 'Permanent Total Disablement
i) speech) Benefit'
ii) hearing)
d) permanent total disablement, not resulting from any of a), b) or c) above, preventing all gainful employment or occupation)
3 temporary total disablement from all gainful employment or occupation or from carrying out all voluntary duties for you at the rate per week up to a maximum of 104 weeks -	'Temporary Total Disablement Benefit'

| Claims settlement for Section 6 Personal Accident

LIMITS

We will pay the amount of benefit as shown in the schedule to the injured person or their legal personal representative.

- Only one of benefits 1, 2 a), b), c) or d) will be payable for the injured person for any one accident or for the same period of disablement.
- In the event of a **claim** under benefit 2 this section will cease to apply to the injured person concerned.
- If any payment is made under benefit 3, it shall be deducted from any amount subsequently paid under benefits 1 or 2.
- Under benefit 3 **we** may make monthly payments on account.

The injured person will, if required by **us**, submit to a medical examination at **our** expense in connection with any **claim**.

This policy does not cover:

1 RADIOACTIVE CONTAMINATION

any expense, consequential loss, legal liability or **damage** to any property directly or indirectly caused by or contributed to by:

- 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 properties of any explosive nuclear assembly or nuclear component thereof.

This exclusion does not apply to section 2 (Employers Liability) except in respect of liability of any principal and liability assumed by agreement.

2 WAR RISKS

any contingency, liability or **damage** occasioned by or happening through war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil commotion assuming proportions of or amounting to a popular rising, civil war, military rising, mutiny, rebellion, revolution, insurrection, military or usurped power or martial law.

This exclusion does not apply to sections 2 (Employers Liability)

3 SONIC BANGS

damage arising directly from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4 CONFISCATION

damage caused by or happening through confiscation or destruction or requisition by order of any government or any public authority.

5 TERRORISM

- A) In respect of any cover or extension under this policy for property of any description, including electronic data, cancellation expenses or any other consequential loss

any **damage**, cost, expense or consequential loss of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of **terrorism** regardless of any other contributory cause.

This insurance also excludes **damage**, cost, expense or consequential loss 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 **we** allege that by reason of this exclusion any **damage**, expense, cost or consequential loss is not covered by this policy the burden of proving the contrary shall be upon **you**.

- B) In respect of any cover or extension under this policy for liability to third parties but not to section 2 (Employers Liability)

liability to third parties:

- i. for damages and **costs and expenses** directly or indirectly caused by, resulting from or in connection with any act of **terrorism**
- ii. 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 **we** allege that by reason of this exclusion any liability for damages and **costs and expenses** of whatsoever nature is not covered by this policy the burden of proving the contrary shall be upon **you**.

- C) In respect of any cover or extension under this policy for Personal Accident

accidental **bodily injury** directly or indirectly caused or contributed to by **terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent regardless of any contributory cause.

If **we** allege that by reason of this exclusion any accidental **bodily injury** is not covered by this policy the burden of proving the contrary shall be upon **you**.

6 NORTHERN IRELAND (PROPERTY DAMAGE / CANCELLATION EXPENSES)

any **damage**, cost, expense or consequential loss of whatsoever nature in Northern Ireland directly or indirectly caused by, resulting from or in connection with riot, civil commotion and (except in respect of **damage** or consequential loss by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation.

This exclusion does not apply to sections 1 (Public and Products Liability), 2 (Employers Liability), 4 (Cancellation Expenses) and 6 (Personal Accident).

7 POLLUTION OR CONTAMINATION

- A) In respect of any cover or extension under this policy for property of any description, including electronic data, cancellation expenses or any other consequential loss

damage caused by pollution or contamination except (unless otherwise excluded) **damage** caused by:

- i. pollution or contamination which itself results from fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aerials, escape of oil, sprinkler leakage, subsidence, theft or attempted theft, glass and sanitary fixtures
- ii. fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aerials, escape of oil, sprinkler leakage, subsidence, theft or attempted theft, glass and sanitary fixtures which itself results from pollution or contamination.

Exclusion 7 applies solely to **your** insured property.

- B) In respect of any cover or extension under this policy for liability to third parties but not to section 2 (Employers Liability)

liability arising from pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Pollution or contamination shall be deemed to mean:

- i. all pollution or contamination of buildings or other structures or water or land or the atmosphere; and
- ii. all **damage** or **bodily injury** directly or indirectly caused by such pollution or contamination.

This policy does not cover:

8 DATE RELATED COMPUTER FAILURE

Meaning of words specific to this exclusion:

Computer

means computer or other equipment media or system (or any part of them) for processing storing or retrieving data to include without limitation any microchip integrated circuit or similar device or any computer software

Defined peril

means fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aerials, escape of oil, sprinkler leakage, subsidence, theft or attempted theft, glass and sanitary fixtures excepting causes excluded under the appropriate sections covering property.

any consequential or other loss costs and expenses and any legal liability accidental bodily injury or **damage** to property directly or indirectly caused by or contributed to by or consisting of or in any way relating to or connected with the failure or possible failure of any **computer**

- a) correctly to recognise any date as its true calendar date
- b) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c) to capture save retain or correctly process any data as a result of the operation of any command which has been programmed into any **computer**

being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date but this shall not exclude subsequent **damage** or consequential loss not otherwise excluded which itself results from a **defined peril**

This exclusion does not apply to section 6 (Personal Accident)

9 ELECTRONIC RISKS

Meaning of words specific to this exclusion:

denial of service attack

any actions or instructions construed or generated with the ability to **damage** or interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attack includes but is not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

hacking

unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data whether **your** property or not.

virus or similar mechanism

program code, programming instruction or any set of instructions intentionally construed with the ability to **damage**, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self replication or not. Virus or similar mechanism includes but is not limited to Trojan horses, worms and logic bombs.

data (specific to exclusion 9B only)

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

- A) In respect of any cover or extension under this policy for property of any description, including electronic data, or cancellation expenses or any other consequential loss

- i. **damage** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **your** property or not where such **damage** is directly or indirectly
- ii. consequential loss

caused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack**.

- B) In respect of any cover or extension under this policy for liability to third parties but not to section 2 (Employers Liability)

liability arising from **damage to data**.

10 ASBESTOS

In respect of any cover or extension under this policy for liability to third parties including Public and Products Liability but not to section 2 (Employers Liability)

liability arising directly or indirectly from:

- a) any mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos**. However, this shall not apply where removing, handling or disposing of **asbestos** does not form part of the **event** or any contract work undertaken and:

- i. **you** have complied with any legal obligations to manage **asbestos** and
- ii. any discovery of **asbestos** by **you** is unintentional and accidental and
- iii. where, upon discovery of **asbestos**, all work immediately stops and
- iv. a HSE licensed asbestos removal contractor is employed:
 - to make safe the area in which the discovery is made as soon as is practicable and
 - who has Employers' and Public Liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out

- b) fears of the consequences of exposure to, or inhalation of, **asbestos**.

18 | General Exclusions continued

This policy does not cover:

- 11 **INDIRECT LOSS**
any indirect losses which result from the event that caused **you** to make a **claim**, except as specifically provided for under this policy.
This exclusion does not apply to sections 1 (Public and Products Liability), 2 (Employers Liability) and 6 (Personal Accident).

- 12 **CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE EXCLUSION**
any liability, fines, costs or expenses of whatsoever nature arising from or related to any action brought against **you**, or any other company or organisation insured by this policy, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any replacement or amending legislation, except as provided by endorsement to this policy.

19 General Conditions (Applicable to the whole Policy)

1 CONDITIONS PRECEDENT TO LIABILITY

The due observance and fulfilment of the terms of this policy relating to anything to be done or complied with by **you** shall be conditions precedent to **our** liability to make any payment under this policy.

2 GOVERNING LAW AND LANGUAGE

This policy shall be governed by and construed in accordance with the law of England and Wales unless **your** habitual residence (in the case of an individual **policyholder**) or **your** legally registered address is located in Scotland in which case the law of Scotland shall apply.

If there is any dispute as to which law applies it shall be English law.

We will communicate with **you** in English at all times.

3 CANCELLATION AND COOLING-OFF

Your right to cancel

a) Single event insurance:

- i. If the **event** has not started and after receiving the full policy documentation (either in paper or electronic format), including the schedule, **you** change **your** mind and no longer require the cover then **you** have up to the starting date of the **event**, provided this does not exceed 14 days (cooling-off period), to write to **us** or **your** insurance advisor confirming that **you** wish to cancel the policy. No charge will be made and any premium **you** have paid will be refunded. After this cooling-off period **you** may still cancel the policy but no refund of premium will be made.
- ii. If the **event** has started **you** may cancel the policy but no refund of premium will be made.

b) Annual multi – event insurance

i. **Your** right to cancel in the cooling-off period:

If at inception of this policy and after receiving the full written documentation (either in paper or electronic format), including the schedule, **you** change **your** mind and no longer require the cover then **you** have 14 days (cooling-off period) from either the date **you** received the full documentation or the date the cover commenced, whichever is the later, to tell **us**, or **your** insurance advisor, in writing that **you** wish to cancel the policy. In such circumstances **we** will make a full refund of premium.

ii. **Your** right to cancel after the cooling-off period:

If the policy is not cancelled within the cooling-off period, then the insurance is in force and **you** are committed to pay the premium. However, **you** can still cancel the policy providing that **you** give **us** notice in writing (including electronic format) together with a declaration of **events** that have been undertaken. As long as **you** have not made a **claim** **we** will refund the premium for the remainder of the **period of insurance** provided that the amount of refund due is not less than £10.00.

If **you** have made a **claim** in the current **period of insurance** then the full annual premium is due and no refund will be made.

Our right to cancel

We may cancel this policy by giving 14 days notice in writing by recorded delivery to **your** last known address.

If **we** cancel the policy **we** will refund the premium for the remainder of the **period of insurance**.

4 SUBROGATION

Before or after **we** settle any **claim** under this policy **you** shall, at **our** request and at **our** expense do, or permit to be done, anything necessary or reasonably required by **us** in order to:

- enforce any rights and remedies against
- obtain relief or indemnity from

other parties, to which **we** would be entitled after settlement of that **claim**.

5 CLAIMS PROCEDURE (YOUR DUTIES)

When **you** become aware of a possible **claim** under this policy **you**:

- shall (at **your** expense):

- a) notify **us** immediately
- b) immediately tell the police if **damage** is caused by theft, attempted theft, malicious acts, riot or civil commotion
- c) take all practical steps to recover any property lost or to minimise the **damage**
- d) within 30 days (7 days in the case of **damage** by riot, civil commotion, strikers, labour disturbances and malicious persons) advise **us** in writing giving full details, and complete **our** appropriate claim form. In respect of any **claim** for Cancellation Expenses details must be submitted within 14 days from the date the **event** finished.
- e) give all assistance, information and documentation **we** may reasonably require within any timescales **we** may set at the time
- f) send to **us**, unanswered, every writ, summons or other communication immediately it is received
- g) send to **us** written details of any related inquest, legal inquiry, prosecution or procedure immediately it is known to **you**
- h) if **we** require, provide to **us** a statutory declaration of the truth of the **claim**.

- shall not:

- a) admit, deny, negotiate or settle a **claim** without **our** written consent
- b) abandon any property to **us**.

6 CLAIMS PROCEDURE (OUR RIGHTS)

If **you** make a **claim** under this policy **we** have the right:

- to enter any building where **damage** has occurred and take, and keep, possession of any property covered by this policy
- to the salvage of any property covered by this policy
- at any time to start, take over, defend and conduct any legal action or prosecution in **your** name
- to settle any liability **claim** by payment of the Indemnity Limit (less any sum or sums already paid or incurred) or any less amount for which, at **our** discretion, the **claim** can be settled. **We** will then relinquish control of the **claim** and be under no further liability
- to arrange a post mortem at **our** expense in the event of a death benefit **claim** under the Personal Accident cover.

7 CLAIMS SETTLEMENT

Where more than one **excess** applies to any one **claim** only the highest **excess** will be deducted from the amount of settlement.

8 OTHER INSURANCE

- If at the time of a **claim** there is any other insurance covering anything insured by this policy, other than in respect of insurances for legal liabilities, Money or Personal Accident, **we** will only pay **our** proportionate share.
- In respect of any covers, including their respective extensions and endorsements, for legal liabilities or Money (but not Personal Accident) **we** will only pay for any amount over the limit obtainable under such other insurance which is or would be payable but for the existence of this policy.
- In respect of any covers, including their respective extensions and endorsements, for Personal Accident, irrespective of the number of policies issued by **us**, **we** will not pay benefits for the same insured person under more than one policy or section for any one occurrence. The policy or section that provides the greatest benefit will apply.
- If any other insurance is subject to any condition of underinsurance (average) the appropriate cover under this policy will be subject to the same condition of underinsurance (average) if it is not already included.

9 FRAUD

If **you** or anyone acting for **you** makes a **claim** under this policy knowing the **claim** to be false in any respect, **we** will not pay the **claim**, all cover under this policy ceases and there will be no return of premium.

10 MISREPRESENTATION, MISDESCRIPTION OR NON-DISCLOSURE

This policy will be voidable if there is any misrepresentation, misdescription or non-disclosure of any material fact or detail.

11 REASONABLE CARE

At all times **you** must take all reasonable steps to:

- prevent or minimise **damage** or **bodily injury**
- protect the property covered under this policy
- maintain the property covered under this policy in a good state of repair
- exercise and use reasonable care in the selection and supervision of **employees**
- comply with all statutory and other obligations and regulations imposed by any authority
- make safe or repair any defects in the property covered under this policy immediately they are identified.

12 ALTERATION OF RISK

You must tell **us** immediately:

- **you** become aware of any changes in circumstances which increase the risk of **damage**, accident or liability, such as changes in the **event**, the **venue** or its use
- **your** interest ceases, except by will or operation of law
- if an administrator, liquidator or receiver is appointed or if **you** enter into a voluntary arrangement.

You will not be covered under this policy unless such changes have been accepted by **us** in writing.

13 RIGHTS OF THIRD PARTIES

A person or company who is not 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.

The following endorsement is standard for all policies but is only effective where the stated sections or extensions are operative. Subject otherwise to the terms, exceptions and conditions of the policy.

CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE ENDORSEMENT

WHAT IS COVERED

If section(s) or extension(s) for:

- Employers Liability and / or
- Public and Products Liability

are operative under this policy **we** will pay all amounts which **you** become legally liable to pay overall for legal costs and expenses incurred with **our** prior consent in the defence of any criminal proceedings, or an appeal against conviction, for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed in the course of the **event** during the **period of insurance**.

WHAT IS NOT COVERED

- 1) Fines or penalties of any kind.
- 2) Costs of any remedial or publicity orders, or steps to be taken by such orders.
- 3) Proceedings consequent upon any deliberate act or omission by:
 - a) **you** or **your** directors or partners
 - b) **your** managerial **employees** while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.
- 4) Legal costs and expenses where indemnity is otherwise provided by any other policy, insurer or from any other source.
- 5) Any **claim** where **you** have failed to comply with the Special Requirements to this extension.

SPECIAL REQUIREMENTS FOR CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE ENDORSEMENT

You must:

1. obtain **our** written consent prior to the appointment of any solicitor or counsel to act for **you**
2. notify **us** immediately about any summons or other process served upon **you** which may give rise to a **claim** under this extension
3. not commence an appeal without **our** written consent and such consent will only be given if counsel has advised that it is more likely for an appeal to be successful than not.

CLAIMS SETTLEMENT FOR CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE ENDORSEMENT

The most **we** will pay is £1,000,000 for all **claims**:

- a) under this extension in any **period of insurance**
- b) in total for all policies issued by **us** to **you** where the **claim** relates to the same prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007.

This limitation forms part of and is not in addition to the Indemnity Limits stated in the schedule or the policy for each of the sections or extensions to which this extension applies.

The following endorsements and any supplementary endorsements are operative only if the number shown against them appears in the schedule.

Each endorsement is subject otherwise to the terms, exceptions and conditions of the policy.

1 PRODUCTS LIABILITY EXCLUSION

Under section 1, **we** do not cover any liability caused by or arising from **products** other than:

- food or drink sold or supplied by **you** for consumption at the **venue**
- free literature supplied by **you**.

7 EXCLUSION OF THEFT FROM UNATTENDED VEHICLES (ALL RISKS)

Under Section 3 **we** do not cover **damage** caused by or resulting from theft from any unattended motor vehicle, or trailer, not in a locked building or compound.

213 ACTIVITIES – STANDARD EXCLUSION

The following additional exclusion is added to section 8 (Public and Products Liability):

We do not cover liability arising:

a) from any of the following activities:

- abseiling
- aerial activities of any kind
- climbing of any kind
- dry slope skiing
- fire walking
- football that is played within a league system
- gorge walking and the like
- gymnastics
- horse or pony riding of any kind
- landboarding
- professional sport of any kind
- racing or time trials other than on foot
- rugby and other contact sports
- underground activities of any kind
- water activities, other than:
 - swimming or snorkelling
 - the use of hand or foot propelled watercraft on inland waterways or lakes provided they are not used in any white water activity
- weightlifting
- winter sports

b) from any activity that involves the use of:

- bicycles other than for normal road use
- cables, ropes, or wires
- elastic ropes
- fireworks or explosive items
- ice skates
- motorised fairground rides
- play inflatables other than bouncy castles
- roller skates, roller blades or skateboards
- weaponry

c) from any activity that involves the ownership, possession or use by **you** or on **your** behalf, or by any person entitled to cover under this section, of any:

- i. mechanically propelled vehicle for which compulsory motor insurance or security is required, other than for loading and unloading not insured by any other policy
- ii. where not excluded under i) above, motor car, van, lorry, motor unit of an articulated lorry, coach, bus, mini-bus, trailer used for carrying people or any full scale or scaled down version of the following:
 - quad bike, go-kart, motorcycle, motor tricycle, motor scooter or moped

unless declared by **you** to **us** and endorsed by **us** onto the schedule.

530 ACTIVITIES - CONTINGENCY EXTENSION (PROFESSIONAL SUPPLIERS)

Meaning of words specific to this endorsement:

professional supplier

any third party individual, company or organization, other than **you** or **your employees**, that:

- organizes
- runs
- supervises

activities as a business, and provides such activities for **you** under contract with or without a fee being charged

PUBLIC LIABILITY – ACTIVITIES - CONTINGENCY EXTENSION

Subject to the terms, exceptions and conditions of section 1 (Public and Products Liability), cover by section 1 includes the following specified activities whilst under the overall control of any **professional supplier** of such activities, subject to the ACTIVITIES REQUIREMENT stated below:

Specified activities:

abseiling, aerial runways, air rifle shooting, archery, assault courses, BMX riding, clay pigeon shooting, climbing with ropes, canoeing (excluding white-water), go-karting, ice skating, inflatable play equipment that is land-based, javelin throwing, kayaking (excluding white-water), motorised fairground rides, paint-balling, roller blading, skateboarding, wind surfing

The Activities – Standard Exclusion does not apply to the extent that cover is provided by this extension.

ACTIVITIES REQUIREMENT

We will not pay any **claim** under this extension unless prior to the activity commencing **you** have:

- a) either:
 - i) made a check of the public liability insurance held by the **professional supplier** of that activity to ensure that appropriate cover would be in force for the contracted activity
 - or
 - ii) reasonable grounds to believe that:
 - the **professional supplier** is required to be licensed to operate by the local authority or other appropriate regulatory body and that
 - public liability insurance is required to be held for the contracted activity by the **professional supplier** in compliance of such licence to operate.
- b) confirmed with the **professional supplier** that the appropriate level of facilities and supervision will be provided for **your** activity participants, particularly in relation to those with physical or mental disabilities.
- c) obtained written and signed confirmation from the parent or guardian of each activity participant under the age of 18, or over 18 years of age but who is in the care of a legal guardian, that:
 - i) there is no medical reason to prevent;
 - ii) they have agreed to; their charge taking part in the activity concerned.



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