

Stage Safe Insurance

Policy



Thank you for choosing Covéa Insurance.

This is **Your** Stage Safe Insurance policy. It sets out the details of **Your** insurance contract with Covéa Insurance.

Your premium has been calculated upon the information shown in the policy **Schedule** and recorded in **Your** Statement of Fact.

Please read the policy and **Schedule** carefully to ensure that the cover meets **Your** requirements.

Please contact **Your** broker if **You** have any questions or if **You** wish to make any adjustments.

Important

Please read this policy its **Schedule** and any endorsements to ensure that they are in accordance with **Your** requirements.

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Helplines

Covéa Insurance Commercial Care Line

Commercial Care Line
0330 024 2266

Should **You** be unfortunate enough to need to make a claim, **Covéa Insurance Commercial Care Line** will manage all aspects of the claim for **You** from the time it is reported.

- Dedicated telephone number – **0330 024 2266**
- Dedicated fax number – **0330 024 2623**
- By E-Mail – newcommercialclaims@coveainsurance.co.uk
- In writing – **Covéa Insurance Commercial Care Line, Norman Place, Reading RG1 8DA**

Covéa Insurance Commercial Care Line is a service available to customers 24 hours a day, 365 days a year. Staff trained in managing commercial claims will:

- Take details of **Your** claim over the phone, in most cases removing the need for completion of an incident report form.
- Take control of the management of **Your** claim from start to finish and arrange replacement of goods lost or stolen using the latest product information.

Our aim is to bring **Your** claim to a speedy and satisfactory conclusion.

Business Legal Helpline

As a Covéa Insurance policyholder should **You** require advice or guidance on any **business** legal problem, **You** may use the 24 hour telephone helpline at any time within the **Period of Insurance** of this policy.

This service is provided free of charge by Cigna Insurance Services Europe Limited.

To take advantage of this service telephone **0330 024 2624** and quote **Your** policy number.

Advice given to **You** will be confirmed in writing where necessary.

Customer Information

Registration and Regulatory Information

Insurance cover is provided by Covea Insurance plc.
Registered in England and Wales No. 613259.
Registered office: Norman Place, Reading, Berkshire RG1 8DA

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Our** Firm Reference Number is 202277. **You** can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

How to make a complaint

It is always **Our** intention to provide a first class standard of service. However, **We** do appreciate that occasionally things go wrong. In some cases **Your** broker who arranged the insurance will be able to resolve any concerns and **You** should contact them directly.

Alternatively, if **You** need to complain, please contact **Us** using the following details, quoting **Your** policy or claim number.

Customer Relations, Covea Insurance,
Norman Place, Reading, Berkshire RG1 8DA
Telephone: 0330 221 0444
Email: customer.relations-rdg@coveainsurance.co.uk

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in **Our** leaflet 'Complaints Procedure' which is available on request or may be downloaded from **Our** website at www.coveainsurance.co.uk/complaints.

You may be eligible to refer **Your** complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if **Your** complaint is eligible when **You** contact them. Their contact details are:

Financial Ombudsman Service
Exchange Tower, Harbour Exchange Square,
London E14 9SR
www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk

How to Cancel Your Policy

If **You** do not want to accept the policy **You** have the right to cancel it within 14 days from the date of purchase of **Your** policy or the day **You** receive **Your** policy documentation, whichever is later. To do this **You** must return the policy documentation to **Your** broker when giving **Your** instruction to cancel.

If cover has not yet started or is within the first 14 days a full refund will be given. No refund will be given if a claim has been submitted

or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**. **We** will also do this if **You** want to cancel the policy within 14 days after the renewal date.

You may cancel the policy at any other time by contacting **Your** broker.

If **You** cancel **Your** policy after 14 days and a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**, **We** will not refund any part of the premium. If **You** have a Loan Agreement with **Us**, all outstanding monies must be paid to **Us** as described in **Your** Loan Agreement.

If no claims have been submitted and there have been no incidents that are likely to give rise to a claim during the current **Period of Insurance**, **We** will refund the premium for the exact number of days left on the policy subject to a minimum premium of **£25** plus insurance premium tax

For **Our** rights to cancel **Your** policy please refer to the General Conditions section. Item 4. Our Rights to Cancel the Policy of this policy wording.

Financial Services Compensation Scheme

Covéa Insurance is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to receive compensation from the scheme if **We** cannot meet **Our** obligations.

Further information is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU www.fscs.org.uk

How We Use Your Information

Please visit www.coveainsurance.co.uk/dataprotection for further information about how and when **We** process **Your** personal information under **Our** full Privacy Policy.

The personal information, provided by **You**, is collected by or on behalf of Covea Insurance plc ('we, us, our') and may be used by **Us**, **Our** employees, agents and service providers acting under **Our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

We may process **Your** information for a number of different purposes. For each purpose **We** must have a legal ground for such processing. When the information that **We** process is classed as "sensitive personal information", **We** must have a specific additional legal ground for such processing.

Customer Information

continued

Generally, **We** will rely on the following legal grounds:

- It is necessary for **Us** to process **Your** personal information to provide **Your** insurance policy and services. **We** will rely on this for activities such as assessing **Your** application, managing **Your** insurance policy, handling claims and providing other services to **You**.
- **We** have an appropriate business need to process **Your** personal information and such business need does not cause harm to **You**. **We** will rely on this for activities such as maintaining **Our** business records and developing, improving **Our** products and services.
- **We** have a legal or regulatory obligation to use such personal information.
- **We** need to use such personal information to establish, exercise or defend **Our** legal rights.
- **You** have provided **Your** consent to **Our** use of **Your** personal information, including sensitive personal information.

How We Share Your Information

In order to sell, manage and provide **Our** products and services, prevent fraud and comply with legal and regulatory requirements, **We** may need to share **Your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **Our**, or **Your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

Marketing

We will not use **Your** information or pass it on to any other person for the purposes of marketing further products or services to **You** unless **You** have consented to this.

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **We** will check **Your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. **You** can find further details in **Our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **We** conduct credit reference checks and how these checks might affect **Your** credit rating.

Automated Decisions

We may use automated tools with decision making to assess **Your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether **We** are able to offer insurance, the appropriate price for **Your** policy or whether **We** can accept **Your** claim. If **You** object to an automated decision, **We** may not be able to offer **You** an insurance quotation or renewal.

How to Contact Us

Please contact **Us** if **You** have any questions about **Our** Privacy Policy or the information **We** hold about **You**:

The Data Protection Officer, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or email: dataprotection@coveainsurance.co.uk.

Employers' Liability Tracing Office

Certain information relating to **Your** insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the ELTO) and added to an electronic database, (the Database).

This information will be made available in a specified and readily accessible form as required by the [Employers' Liability Insurance: Disclosure By Insurers Instrument 2010]. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the Claimants):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and

Customer Information

continued

- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance policy **You** will be deemed to specifically consent to the use of **Your** insurance policy data in this way and for these purposes.

Choice of Law

The parties to an insurance contract are free to choose the law that will apply. Unless **We** agree in writing with **You** otherwise, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where **You** have **Your** principal place of business. If there is any dispute, the law of England and Wales shall apply.

Introduction

Each Section of this policy, the **Schedule** and any Endorsements, together with this Introduction, Customer Information and the General Definitions, General Conditions and General Exclusions shall be read as one document.

Any word or expression given a specific meaning in:

1. the **Schedule**, and policy Endorsements, or this Introduction, the Customer Information and the Definitions, Conditions and Exclusions shall have the same meaning throughout the policy unless **We** state otherwise
2. an individual Section or any Section Endorsements shall only have the same meaning throughout such Section or Endorsement unless **We** state otherwise.

Any such word or expression given a specific meaning shall be highlighted with a leading capital letter and in bold text within the policy wording.

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will indemnify **You**, subject to the terms contained in or endorsed on the policy, in respect of loss **Damage** or liability or pay other benefits which fall within the operative Sections of this policy, provided that the loss, **Damage** or injury which gives rise to the claim occurs (or in the case of the Employer's Liability Section is caused) during the **Period of Insurance** and in connection with the business.

The **Schedule** shows the Sections of the policy that are operative.

IMPORTANT

This policy is a legal contract.

You have a duty to make a fair presentation of the risk which is covered by this policy. Therefore **You** should ensure that any information **You** have provided to **Us** and the content of any application form, declaration and/or Statement of Fact is accurate and complete. Where **You** have provided **Us** with information which relates to matters of **Your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **You** acted in good faith when **You** provided **Us** with such information. If **You** do not comply with **Your** duty to make a fair presentation of the risk, **Your** policy may not be valid or the policy may not cover **You** fully or at all.

You must also tell **Us** about any facts or changes which affect **Your** insurance and which have occurred either since the policy started or since the last renewal date.

If **You** are not sure whether certain facts are relevant please ask **Your** insurance broker. If **You** do not tell **Us** about relevant changes, **Your** Policy may not be valid or the policy may not cover **You** fully or at all.

You should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** broker.

Each Section of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following General Definitions.

Average

If at the time of any loss the total Sum Insured specified in the **Schedule** is less than **85%** of the total value of the property insured **We** shall bear only that proportion of the loss which the total Sum Insured bears to the total of the property insured.

Damage

Physical loss destruction or damage.

Employee

Any person while working under **Your** direct control in connection with the **Event** who is:

1. under a contract of service or apprenticeship with **You**
2. a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by **You**
3. a labour master or person supplied by him
4. a person engaged by a labour only sub-contractor
5. a self-employed person performing work under a similar degree of control and direction by **You** as a person under a contract of service or apprenticeship with **You**
6. a driver or operator of hired-in plant
7. a trainee or person undergoing work experience
8. a voluntary helper or cast member.

Event(s)

Any **Event** held either indoors or outdoors or under temporary structures as described in the **Schedule**.

Excess / Excesses

The amount(s) shown in **Your** policy or **Schedule**, for which **You** are responsible and which **We** will deduct from each and every claim.

Period of Insurance

The period beginning with the effective date and ending with the expiry date both shown in the **Schedule** and extended to include the 24 hour period prior to and after the **Event**.

Proposal

Any signed proposal, declaration or other information supplied to **Us** by **You** or on **Your** behalf.

Schedule

The document that specifies details of **The Insured**, the **Venue(s)**, the property insured and any **Excesses**, Endorsements and Conditions applicable. The schedule shows the Sections of the policy that are operative.

Venue(s)

The location where the **Event(s)** are to be held as shown in the **Schedule**.

We / Us / Our / The Company

Covea Insurance plc

You / Your / The Insured

The person, persons or limited or public limited company named in the **Schedule**.

General Conditions

All of the following General Conditions apply in addition to the Conditions contained in each Section of the policy.

1. Fair Presentation of the Risk

You must make a fair presentation of the risk when **You** first take out this policy and also whenever **You** renew it or ask **Us** to change **Your** cover.

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **Us** in a way which is not clear and accessible.

We may avoid this policy and refuse all claims where:

- (a) such failure was deliberate or reckless; or
- (b) **We** would not have entered into this policy on any terms had **You** made a fair presentation of the risk.

Should **We** avoid this policy **We**:

- (a) shall treat the policy as if it had not existed from the start date, the renewal date, or the date when **You** asked **Us** to change **Your** cover, depending on when the failure to make a fair presentation of the risk occurred
- (b) shall return the premium paid for the period for which the policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- (c) may deduct from any return of premium due to **You** any monies already paid in respect of claims falling within the period for which the policy is treated as not having existed or require **You** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **We** would have entered into or renewed this policy, or agreed to make changes to **Your** cover on different terms had **You** made a fair presentation of the risk, **We** may:

- (a) proportionately reduce the amount payable in respect of a claim; and/or
- (b) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the policy started, was renewed or when changes were made to **Your** cover, depending on when **You** failed to make a fair presentation of the risk.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had

You made a fair presentation of the risk. For example, if the premium which **You** actually paid is **70%** of the premium **We** would have charged, **We** will only pay **70%** of any claim.

Where this policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **We** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **You** on their behalf) makes a careless misrepresentation, in which case **We** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

2. Reasonable Precautions

You must:

- (a) take all reasonable precautions to prevent or minimise **Damage** accident or injury
- (b) exercise care in the selection and supervision of **Employees**
- (c) 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.

3. Change of Risk or Interest

This policy shall be avoided if:

- (a) **Your** interest ceases other than by death
- (b) the business be wound up or carried on by a liquidator or receiver or permanently discontinued

at any time after the commencement of this insurance unless **We** have accepted the change.

Nothing contained in this policy shall give any right against **Us** to any person other than **You** except to a transferee approved by **Us**.

4. Our Rights to Cancel the Policy

We or any agent appointed by **Us** and acting with **Our** authority have the right to cancel **Your** policy by giving **You** fourteen days notice in writing, by recorded delivery, where there is a valid reason for doing so.

We will send **Our** cancellation letter to the latest address **We** have for **You** and will set out **Our** reason for cancellation in **Our** letter. Valid reasons may include but are not limited to:

- (a) not
 - (i) paying a premium when it is due
 - (ii) cooperating with **Us**, or sending **Us** information or documentation that materially affects **Our** ability to process the policy or **Our** ability to defend **Our** interests
 - (iii) taking all reasonable precautions to prevent or minimise **Damage** accident or injury as required by General Conditions – Reasonable Precautions of this policy and failing to put this right when **We** ask **You** to by sending **You** seven days written notice to **Your** latest address
- (b) use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers.

If **We** cancel **Your** policy, **We** will refund the premium for the exact number of days left on the policy subject to a minimum premium of **£25** plus insurance premium tax being charged.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**, **We** will not refund any part of the premium.

For **Your** rights to cancel the policy please see “How to Cancel Your Policy” on page 3 of this policy booklet.

5. Contracts (Rights of Third Parties) Act 1999

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

6. Alteration in Risk

You or **Your** broker must tell **Us** immediately if during the **Period of Insurance** there is any alteration in risk or to the facts which **You** disclosed when **You** took out this policy, which materially affects the risk of injury, loss, **Damage** or liability which would fall within the policy cover. This includes but is not limited to alterations to the business or the premises.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this policy (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the policy in accordance with General Condition 4 (Our Rights to Cancel the Policy).

If an alteration creates an additional premium, this will be subject to a minimum premium of **£25** plus insurance premium tax. If an alteration creates a lower premium, **We** will refund any difference, except for the first **£25** or any difference which is less than **£25** plus

insurance premium tax, which will be retained to cover administrative costs.

If **You** fail to tell **Us** about an alteration in risk, **We** may:

- (a) terminate the policy back to the date when the alteration occurred, if **We** would have cancelled the policy had **You** told **Us** of the alteration in risk;
- (b) proportionately reduce the amount payable in respect of a claim; and/or
- (c) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** told **Us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told us about the alteration in risk. For example, if the premium which **You** actually paid is **70%** of the premium **We** would have charged, **We** will only pay **70%** of any claim.

Claims Conditions

All of the following Claims Conditions apply in addition to any Claims Conditions contained in the Sections of this policy.

1. Action by The Insured

It is a condition precedent to **Our** liability that **You** shall on the happening of any incident which could result in a claim under this policy:

- (a) in respect of claims relating to Sections 3, 4 and 5 – immediately notify **Us** and deliver to **Us** at **Your** own expense a claim in writing with such detailed particulars and proofs as may reasonably be required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within:
 - (i) 7 days of the event in the case of **Damage** caused by riot civil commotion strikers lock-out workers persons taking part in labour disturbances or malicious persons
 - (ii) 30 days of the event in the case of any other claim or such further time as **We** may allow
- (b) in respect of claims relating to Sections 1 and 2 – give written notice to **Us** as soon as reasonably practicable of any occurrence that may give rise to a claim and shall give all such additional information as **We** require. Every letter of claim writ summons or process and all documents relating thereto and any other written notification of claim shall be forwarded unanswered to **Us** immediately they are received
- (c) give immediate notification to the police in respect of:
 - (i) vandalism
 - (ii) theft or any attempt thereat
 - (iii) loss of money by any cause whatsoever
- (d) make no admission of liability or offer promise or payment without **Our** written consent
- (e) inform **Us** immediately of any impending prosecution inquest or fatal accident enquiry or civil proceedings and send to **Us** immediately every relevant document
- (f) take all reasonable action to minimise or check any interruption or interference with the **Event**
- (g) produce to **Us** such books of account or other business books or documents or such other proofs as may reasonably be required by **Us** for investigating or verifying the claim.

2. Our Rights

We shall be entitled:

- (a) on the happening of any **Damage** in respect of which a claim is made and without thereby incurring any liability or diminishing any of **Our** rights under this policy to enter take or keep

possession of the premises where such **Damage** has occurred and to take possession of or require to be delivered to **Us** any property insured and deal with such property for all reasonable purposes and in a reasonable manner

- (b) at **Our** discretion to take over and conduct in **Your** name the defence or settlement of any claim and to prosecute at **Our** own expense and for **Our** own benefit any claim for indemnity or damages against any other persons in respect of any event insured by this policy and **You** shall give all information and assistance required
- (c) to any property for the loss of which a claim is paid hereunder and **You** shall execute all such assignments and assurances of such property as may be reasonably required but **You** shall not be entitled to abandon any property to **Us**
- (d) in the event of any occurrence resulting in any claim(s) under Sections 1 and 2 to pay to **You** the amount of the Limit of Liability for such occurrence (less any sums already paid as damages in respect of such occurrence and in respect of Section 2 less **Costs and Expenses** incurred before the date of payment) or any lesser amount for which the claim(s) can be settled after which **We** shall have no further responsibility in connection with such claim(s) except in respect of Sections 1 and 2 for **Costs and Expenses** incurred before the date of payment.

3. Fraudulent Claims

For the purposes of this Condition the definition of '**You / Your**' will also include any person who is entitled to benefit from the policy to the extent that a claim is made by or on their behalf.

If **You** or anyone acting on **Your** behalf makes a claim which is in any way fraudulent **We**:

- (a) will not pay the claim;
- (b) may recover from **You** any sums already paid by **Us** in respect of the claim; and
- (c) may notify **You** that **We** are treating this policy as having terminated with effect from the time of the fraudulent act.

If **We** do treat this policy as having terminated, **You** will have no cover under this policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not **The Insured**, this condition applies only to that person's claim and references to 'this policy' should be read as if they were references to the cover for that person alone and not to the policy as a whole.

Fraudulent claims include but are not limited to:

- (a) making a claim which is fraudulent, fictitious or known to be false

- (b) intentionally exaggerating or inflating a claim
- (c) supporting a claim with false or forged documents, information or statements
- (d) wilfully causing loss, **Damage** or injury

4. Subrogation

Any claimant under this policy shall at **Our** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in the name of **The Insured** before or after any payment is made by **Us**.

5. Other Insurances

If at the time a claim arises there be any other insurance effected by **You** or on **Your** behalf applicable to such event **Our** liability shall be limited to its rateable proportion thereof.

If any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy whether in whole or in part or from contributing rateably then **Our** liability hereunder shall be limited in respect of such **Damage** to any excess beyond the amount which would have been payable under such other insurance had this policy not been effected.

6. Arbitration

If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions regarding arbitration in force at the time. Where any difference is so referred to arbitration the making of an award shall be a condition precedent to any right of action against **Us**.

7. Terms Not Relevant to Actual Loss

If payment of a claim is conditional upon compliance with any term of this policy **We** will not pay for any claim where the term has not been complied with except where the term concerned:

- (a) is operative only in connection with particular premises or locations;
- (b) is operative only at particular times; or
- (c) is intended to reduce the risk of particular types of injury, loss, **Damage** or liability

where **We** will pay for claims in respect of which **You** can prove that non-compliance with the term could not have increased the risk of the injury, loss, **Damage** or liability which occurred.

General Exclusions

The following General Exclusions apply to all Sections unless otherwise stated and in addition to the Exclusions contained in each Section.

This policy does not cover :

1. War, Government Action and Terrorism

- (a) **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any indirect loss directly or indirectly caused by or contributed to by or arising from:
- (i) War Government Action or Terrorism
 - (ii) civil commotion in Northern Ireland
- (b) legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from War Government Action or Terrorism except to the extent stated in the Liability Provisions.

For the purpose of this Exclusion and its Liability Provisions:

War shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, or military or usurped power.

Government Action shall mean martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to war.

Terrorism shall mean 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 whether legally recognised by the international community or otherwise.

In any action suit or other proceedings where **We** allege that by reason of this exclusion as far as it relates to Terrorism any **Damage** or resulting loss or expense or indirect loss is not covered by this insurance the burden of proving that such **Damage** loss expense or indirect loss is covered shall be upon **You**.

Liability Provisions

Subject otherwise to the terms definitions exclusions provisions and conditions of this policy **We** will indemnify **You** under the Employers' Liability Section provided that in respect of any one occurrence or series of occurrences arising out of any one original cause **Our** liability in respect of all legal liability **Costs and Expenses**

directly or indirectly caused by or contributed to by or arising from Terrorism shall not exceed **£5,000,000**.

2. Sonic Bangs

Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

3. Radioactive Contamination

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any indirect loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

As far as concerns **Bodily Injury** caused to any **Employee of Yours** if such **Bodily Injury** arises out of and in the course of employment or engagement of such person by **You** this exclusion shall apply only in respect of:

- (i) the liability of any principal
- (ii) liability assumed by **You** under agreement and which would not have attached in the absence of such agreement.

4. Date Recognition

Damage accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software whether **Your** property or not and whether occurring before during or after the year 2000:

- (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 software being a command which causes the loss of data or the inability to capture save retain or to correctly process such data on or after any date.

In respect of Section 4 – Cancellation Abandonment or Postponement and Section 5 – Money with Assault Extension this exclusion shall not exclude subsequent **Damage** not otherwise

excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe theft or impact by any vehicle or animal.

5. Date Recognition Computer Equipment

This Exclusion shall not apply to Section 2 – Employers' Liability.

The expected cost which would have been incurred in modifying any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software so as to correctly recognise save retain manipulate interpret or process any date after December 31st 1999 where such computer or other property is unable to do so at the time of any **Damage** insured by this policy.

6. Asbestos

This Exclusion shall not apply to Section 2 – Employers' Liability.

Any loss cost expense or liability for **Bodily Injury** loss or **Damage** directly or indirectly arising out of or resulting from 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.

In respect of liability for property **Damage** only that part of any such loss which is directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos is excluded by the foregoing.

7. Confiscation & Nationalisation

Confiscation nationalisation or requisition by order of any government public municipal local or customs authority.

8. Electronic Data Exclusion

Damage 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.

For the purposes of this Exclusion the following definitions apply:

"Electronic Data" shall mean 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" shall mean 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. It shall include but not be limited to 'trojan horses' 'worms' and 'time or logic bombs'.

Electronic Data Processing Media Valuation

Should electronic data processing media insured by this policy suffer **Damage** insured by this policy then the basis of valuation shall be the cost of the blank media plus the costs of copying **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 **Electronic Data** to **You** or any other party even if such **Electronic Data** cannot be recreated gathered or assembled.

Section 1 and 2: Public and Employers' Liability

The following definitions apply to Sections 1 and 2 in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply. In so far as there is any difference in the definitions applicable to Sections 1 and 2 and the General Definitions, the definitions applicable to Sections 1 and 2 shall prevail.

Definitions

Bodily Injury

Bodily injury including death, illness, disease, mental injury, mental anguish or nervous shock but not defamation.

Compensation

All sums which **The Insured** shall be legally liable to pay as damages including interest thereon other than punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

Costs and Expenses

- (a) Claimants' legal costs for which **The Insured** are legally liable
- (b) All costs and expenses incurred with **Our** written consent in defending any claim
- (c) The solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any occurrence which may be the subject of indemnity under these sections or at any coroner's inquest or fatal accident inquiry.

Craft

Any craft or thing made or intended to float on or in or travel through water air or space.

The Insured

- (a) **You**
- (b) **Your** personal representatives in respect of liability incurred by **You**
- (c) At **Your** request:
 - (i) any director, partner or **Employee** while acting in connection with the **Event**
 - (ii) any officer or member of **Your** canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services in their respective capacities as such provided that **You** would have been entitled to indemnity under the respective Section if the claim had been made against **You**

Provided that such persons shall observe fulfil and be subject to the terms conditions exclusions and limits of each Section and the policy insofar as they can apply.

Pollution or Contamination

(a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere
and

(b) all **Damage** or **Bodily Injury** directly or indirectly caused by such pollution or contamination.

Principal

Any person, employer, or firm, company, ministry or authority for whom **You** have entered into a contract or agreement for the performance of work in connection with the **Event**.

Products Supplied

Any goods (including their containers packaging labelling and instructions for use) manufactured sold supplied hired out repaired renovated serviced altered erected installed or treated by **You** or on **Your** behalf in connection with the **Event** and no longer in the charge or control of **The Insured**.

Property

Material property.

Territorial Limits

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

Cover

We will indemnify **The Insured** against

1. legal liability to pay **Compensation**
- and
2. **Costs and Expenses**

in respect of:

- (a) accidental **Bodily Injury** to any person
- (b) accidental **Damage to Property**
- (c) accidental obstruction trespass nuisance or interference with any easement of air light water or way
- (d) wrongful arrest detention imprisonment or eviction of any person malicious prosecution or invasion of the right of privacy
- (e) the sale or supply of food and drink in connection with the **Event**

which arises in connection with the **Event** and which happens during the **Period of Insurance** and within the **Territorial Limits**.

Our liability under this Section for all **Compensation** payable in respect of any one occurrence or series of occurrences arising out of any one original cause shall not exceed the Limit of Liability stated in the **Schedule**.

Where indemnity is provided for liability in respect of claims brought in the United States of America or Canada or their dependencies or trust territories the Limit of Liability stated in the **Schedule** shall be the maximum amount payable by **Us** inclusive of all **Costs and Expenses**.

Clauses

The following clauses apply to this Section.

Contractual Liability

Liability assumed by **You** under contract or agreement which would not have attached in the absence of such contract or agreement shall be the subject of indemnity under this Section only if the sole conduct and control of any claim is vested in **Us** and subject to the terms, conditions and exclusions of this Section and the policy as a whole.

We will not indemnify any person or entity falling within the definition of **The Insured** other than **You** for any contractual liability unless such liability would have attached in the absence of any contract or agreement.

Corporate Manslaughter and Corporate Homicide Act 2007

For the purposes of this Clause the cover also extends to include Products Liability but only where Products Liability is insured by this policy.

We will indemnify **You** in respect of:

- (a) legal fees and expenses incurred with **Our** prior written consent for defending prosecutions, including appeals against convictions
- (b) costs of prosecution awarded against **You**

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007

The total amount payable under this Clause in respect of all claims occurring during any one **Period of Insurance** is limited to **£500,000**.

We will not indemnify **You** under this Clause in respect of:

1. any prosecutions unless they relate to death to any person other than an **Employee** occurring within the **Territorial Limits** during the **Period of Insurance** happening in connection with the business.
2. (a) the payment of fines or penalties
(b) any remedial or publicity orders or any steps required to be taken by such orders
3. defence costs and expenses and costs of prosecution awarded against **You** for which **You** are entitled to indemnity under any other policy or Section or would have been entitled to an indemnity but for the existence of this policy.
4. any proceedings resulting from any deliberate act or omission by **You**.

Cross Liabilities

Where **The Insured** comprises more than one party **We** will treat each party as if a separate policy had been issued to each provided that nothing in this Clause will increase **Our** liability beyond the amount for which **We** would have been liable had this Clause not applied.

General Data Protection Regulations

We will indemnify **You** in respect of legal liability under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and the equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time), in connection with personal data (as defined in the Regulation) processed by **You** provided that **We** will not be liable for:

- (a) the payment of fines and penalties
- (b) the cost of replacing reinstating rectifying or erasing any personal data.

Section 1: Public Liability

continued

Our liability shall not exceed £1,000,000 or the Limit of Liability shown in the **Schedule**, whichever is the lower, during any one **Period of Insurance** inclusive of **Costs and Expenses**.

Exhibitors

We will indemnify **You** in respect of additional expenses incurred by **You** (where **You** are an exhibitor only and not the event organiser) 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 one claim in respect of this Clause is **£500**.

Health and Safety at Work etc. Act 1974

We will indemnify **The Insured** against legal costs and expenses incurred with **Our** written consent for defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **Event** during the **Period of Insurance**.

We will also pay prosecution costs awarded and the costs incurred with **Our** written consent in appealing against any judgment given.

Provided that this indemnity shall not apply to the payment of fines or penalties.

Indemnity to Principals

We will at **Your** request indemnify any **Principal** to the extent required by the contract between **The Insured** and the **Principal** in respect of liability arising from the performance of work by **The Insured** for the **Principal**.

Provided that:

- (a) **We** shall retain sole conduct and control of any claim
- (b) the **Principal** shall observe fulfil and be subject to the terms conditions exclusions and limits of this section insofar as they can apply.

Motor Contingent Liability

Despite Exclusion 5 of this Section **We** will indemnify **You** in respect of liability arising out of the use of any motor vehicle not belonging to or provided by **You** and being used in the course of the **Event** anywhere in the **Territorial Limits**.

Provided that this indemnity shall not apply:

- (a) in respect of **Damage** to the vehicle
- (b) whilst the vehicle is being driven:
 - (i) by **You**

- (ii) with **Your** general consent by any person who to **Your** knowledge or that of **Your** representatives does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence

- (c) to liability which is insured or would but for the existence of this Section be insured under any other insurance.

Conditions

The following conditions apply to this Section, in addition to the General Conditions and Claims Conditions at the front of this policy.

Use of Heat and Fire Precautions

It is a condition precedent to **Our** liability that the following precautions will be complied with by **You**, **Your Employees**, agents, contractors or sub contractors whenever work is undertaken away from **The Insured's** premises involving the use of electric oxy-acetylene or other welding or flame cutting equipment blow lamps blow torches hot air guns tar bitumen or asphalt heaters or any other work involving the use or application of heat or the use of angle grinders.

- (a) A thorough examination of the immediate vicinity of the work including the area on the other side of any wall, door, partition, roof or other horizontal structure shall be made to ensure that no combustible materials (including materials to be worked upon or which have been worked upon and, to the greatest extent practical, any materials in the course of being worked upon) are in danger of ignition by direct or conducted heat.
- (b) Any combustible material (including materials to be worked upon or which have been worked upon and, to the greatest extent practical, any materials in the course of being worked upon) shall be removed to a distance of not less than 10 metres from the point of work and any combustible materials (including materials to be worked upon or which have been worked upon and, to the greatest extent practical, any materials in the course of being worked upon) which cannot be moved to be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection.
- (c) There is to be kept available for immediate use at the site of the work either one portable multi purpose dry powder or Carbon Dioxide fire extinguisher with a minimum capacity of 4.00 Kilograms or a water fire extinguisher of not less than 8 litres capacity made to current European Standards and serviced in accordance with current European Standards.
- (d) The ignition and operation of all equipment shall be strictly in accordance with the manufacturers instructions.
- (e) No lighted or switched on equipment is to be left unattended and hot tools and hot tips not in use are to be placed in incombustible containers.

Section 1: Public Liability

continued

Commercial Care Line

0330 024 2266

- (f) Any gas cylinders for the equipment used are to be removed from the point of application of heat as far as practicable during use and outside the premises or at least 15 metres from the point of application of heat when not in use.
 - (g) All heating of tar bitumen asphalt or pitch shall be carried out in a suitable vessel and the vessel is to be located at ground level and in the open air.
 - (h) For one hour after completion of each period of work involving the application of heat and after the completion of work involving the application of heat in any area in such circumstances that the area previously worked upon ceases to be sufficiently visible to ensure that any outbreak of fire or signs of the possible outbreak of fire will be noticed in any area or areas in which work has been carried out shall not be left unattended and a thorough inspection of the area surrounding the work including that described in paragraph 1 above shall be made at frequent intervals up to the end of the period of one hour to ensure that nothing is smouldering and there is no risk of fire including the area on the other side of any wall, door, partition, roof or other horizontal structure.
- (iii) the movement of any such vehicle not the property of **The Insured** which is interfering with the performance of the **Event** but this indemnity shall not apply if in respect of such liability compulsory insurance or security is required under any legislation governing the use of the vehicle and provided that movements are limited to vehicles parked on or obstructing **The Insured's** premises or any site at which **The Insured** is working and the vehicle causing obstruction is driven by a person competent to do so and by the use of the owner's ignition key.
- 4. liquidated damages fines or penalties.
 - 5. punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
 - 6. all liability in respect of **Pollution or Contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **Period of Insurance** provided that:
 - (a) all **Pollution or Contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
 - (b) **Our** liability for all **Compensation** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the Limit of Liability stated in Section 7 of the **Schedule**
 - (c) this exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories.
 - 7. all liability in respect of **Pollution or Contamination** occurring in the United States of America and/or Canada and/or their dependencies or trust territories.
 - 8. liability arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.
 - 9. **Bodily Injury or Damage to Property** caused by or in connection with any work on or in:
 - (a) docks harbours or railways

Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

We shall not be liable under this Section in respect of:

- 1. liability for **Bodily Injury** caused to any **Employee** arising out of and in the course of such person's employment or engagement by **You** in the **Event**.
- 2. liability for **Damage to Property** belonging to **You** or in the charge or under the control of **The Insured** but this exclusion shall not apply to directors' partners' **Employees'** or visitors' **Property** or any premises (including contents) which are temporarily occupied by **The Insured** for the purpose of work in connection with the **Event** (not being buildings which are owned by or leased rented or hired to **The Insured**).
- 3. liability caused by or arising from the ownership possession or use by or on behalf of **The Insured** of any:
 - (a) Craft other than hand propelled watercraft
 - (b) mechanically propelled vehicle (or trailer attached thereto) licensed for road use other than liability caused by or arising from:
 - (i) the use of plant as a tool of trade on site or at the **Venue(s)**
 - (ii) the loading or unloading of such vehicle

Section 1: Public Liability

continued

- (b) watercraft or offshore gas or oil installations
 - (c) chemical or petrochemical works oil or gas refineries or storage facilities
 - (d) aircraft airports or airfields
 - (e) power stations
 - (f) nuclear power stations
 - (g) any installation where nuclear processing is undertaken
 - (h) towers steeples chimney shafts blast furnaces viaducts bridges flyovers dams motorways quarries mines or collieries.
10. The amount of the **Excess** stated in **Your Schedule**.

Section 2: Employers' Liability

Cover

We will indemnify **The Insured** against

1. legal liability to pay **Compensation**

and

2. **Costs and Expenses**

in respect of **Bodily Injury** caused during the **Period of Insurance** to any **Employee** arising out of and in the course of employment or engagement of such person by **The Insured** at the **Event** within the **Territorial Limits**.

Our liability inclusive of all **Costs and Expenses** under this Section in respect of any one claim or series of claims arising out of any one original cause shall not exceed the Limit of Liability stated in the **Schedule**.

Clauses

The following clauses apply to this Section.

Certificate

If this policy or Section is cancelled any certificate of Employers' Liability insurance provided by **Us** is similarly cancelled from the same date.

Contractual Liability

Liability assumed by **You** under contract or agreement which would not have attached in the absence of such contract or agreement shall be the subject of indemnity under this Section only if the sole conduct and control of any claim is vested in **Us** and subject to the terms, conditions and exclusions of this Section and the policy as a whole.

We will not indemnify any person or entity falling within the definition of **The Insured** other than **You** for any contractual liability unless such liability would have attached in the absence of any contract or agreement.

Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify **You** in respect of:

- (a) legal fees and expenses incurred with **Our** prior written consent for defending prosecutions, including appeals against convictions
- (b) costs of prosecution awarded against **You**

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

The total amount payable under this Clause in respect of all claims occurring during any one **Period of Insurance** is limited to **£500,000**.

We will not indemnify **You** under this Clause in respect of:

1. any prosecutions unless they relate to death caused to any **Employee** within the **Territorial Limits** during the **Period of Insurance** and arising out of and in the course of employment or engagement of the **Employee** by **You** in the business.
2. (a) the payment of fines or penalties
(b) any remedial or publicity orders or any steps required to be taken by such orders
3. defence costs and expenses and costs of prosecution awarded against **You** for which **You** are entitled to indemnity under any other policy or Section or would have been entitled to an indemnity but for the existence of this policy.
4. any proceedings resulting from any deliberate act or omission by **You**.

Court Attendance Costs

We will compensate **You** if at **Our** request **You** or any director, partner or **Employee** is attending court as a witness in connection with a claim for which **You** are entitled to indemnity.

The maximum **We** will pay for:

- (a) **You**, each director or partner is **£250** per day
- (b) each **Employee** is **£150** per day.

Cross Liabilities

Where **The Insured** comprises more than one party **We** will treat each party as if a separate policy had been issued to each provided that nothing in this Clause will increase **Our** liability beyond the amount for which **We** would have been liable had this Clause not applied.

Indemnity to Principals

We will at **Your** request indemnify any **Principal** to the extent required by the contract between **The Insured** and the **Principal** in respect of liability arising from the performance of work by **The Insured** for the **Principal**.

Provided that:

- (a) **We** shall retain sole conduct and control of any claim
- (b) the **Principal** shall observe fulfil and be subject to the terms conditions exclusions and limits of this section insofar as they can apply.

Section 2: Employers' Liability

continued

Our Right of Recovery

The indemnity provided by this Section is deemed to be 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 **We** would not have been liable to pay but for the provisions of such law.

Health and Safety at Work etc. Act 1974

We will indemnify **The Insured** against legal costs and expenses incurred with **Our** written consent for defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the business during the **Period of Insurance**.

We will also pay prosecution costs awarded and the costs incurred with **Our** written consent in appealing against any judgement given.

Provided that this indemnity shall not apply to the payment of fines or penalties.

Unsatisfied Court Judgements

In the event of a judgment for damages being obtained by any **Employee** or their personal representatives in respect of **Bodily Injury** caused to the **Employee** during any **Period of Insurance** and occurring in connection with the **Event** against any person or company operating from premises within the **Territorial Limits** in any court situate in these territories and remaining unsatisfied in whole or in part six months after the date of such judgment **We** will at **Your** request pay to the **Employee** or their personal representatives the amount of such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- (a) there is no appeal outstanding
- (b) if any payment is made under the terms of this Clause the **Employee** or their personal representatives shall assign the judgement to **Us**.

Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

We shall not be liable under this Section in respect of **Bodily Injury**

1. caused to any **Employee** (other than the driver) being carried in or upon a vehicle or entering or getting on to or alighting from a vehicle where such **Bodily Injury** is caused by or arises out of the use by **You** of a vehicle on a road.

For the purpose of this exclusion the expression "vehicle", "use" and "road" shall have the same meanings as in Part VI of the Road Traffic Act 1988

2. arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.
3. caused by or in connection with any work on or in:
 - (a) docks harbours or railways
 - (b) watercraft or offshore gas or oil installations
 - (c) chemical or petrochemical works oil or gas refineries or storage facilities
 - (d) aircraft airports or airfields
 - (e) power stations
 - (f) nuclear power stations
 - (g) any installation where nuclear processing is undertaken
 - (h) towers steeples chimney shafts blast furnaces viaducts bridges flyovers dams motorways quarries mines or collieries.

Section 3: Property Damage

This section is operative only if shown as such in the current Policy Schedule

Definitions

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Denial of service attack

means any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems

This 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

Event property

means furniture plant machinery equipment furnishings fixtures fittings utensils and **Stock** belonging to **You** or for which **You** are legally responsible and specifically for use by **You** in connection with the **Event**

Event property excludes

- (i) any property more specifically insured
- (ii) cash or money instruments of any description whether negotiable or non-negotiable
- (iii) motor vehicles licensed for road use and their accessories caravans trailers watercraft or aircraft
- (iv) explosives
- (v) mobile telephones and pagers
- (vi) bouncy castles and other inflatable play equipment
- (vii) any property for which **You** are not legally responsible
- (viii) **Marquees** and generators

Hacking

means 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

Marquees

means marquees or tents including gazebos staging flooring chairs tables lighting and other ancillary equipment

Excluding audio and visual entertainment equipment and generators

Stock

means stock and materials in trade and work in progress **Your** property or held by **You** in trust or on commission for which **You** are responsible and specifically for use by **You** in connection with the **Event**

Virus or similar mechanism

means program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not

This includes but is not limited to Trojan horses worms and logic bombs

Cover

We will indemnify **You** (by payment up to the value of the **Event Property** at the time of the **Damage** or at **Our** option by repair reinstatement or replacement) in respect of accidental **Damage** to **Event Property** whilst

- (a) at the **Venue** or
- (b) in transit to or from the **Venue** within the **Geographical Limits** happening during the **Period of Insurance**

Provided that **Our** liability in any one **Period of Insurance** shall not exceed **£4,000** in respect of any one item nor the total sum insured stated in the Schedule

Clauses

Average

Each item of **Event Property** insured under this section is similarly but separately subject to **Average**

Generators

only operative if shown on the schedule

We will pay up to the amount specified in the schedule following **Damage** to generators used in connection with **Your Event** happening within the **Geographical Limits**

For hired generators cover will only operate during the hire period

Excluding

- (i) Any sums recoverable from any other source.
- (ii) **Damage** caused by explosion originating in any vessel machinery or apparatus which is required to be examined to comply with any Statutory Regulations unless such vessel machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service.

Section 3: Property Damage

continued

Interests

We will automatically note the interest of third parties which **You** are required to include on this Section under the terms of any mortgage lease or hiring agreement subject to **You** advising **Us** at the time of notification of any claim

Marquees

only operative if shown on the schedule

We will pay up to the amount specified in the schedule following **Damage** to **Marquees** used in connection with **Your Event** happening within the **Geographical Limits**.

For hired **Marquees** cover will only operate during the hire period

Excluding

- (i) Any sums recoverable from any other source.
- (ii) **Damage** arising from erection or dismantling of the marquee.
- (iii) **Damage** to flooring caused by footwear.

Exclusions

The following exclusions apply to this section in addition to the General Exclusions at the front of this policy

We shall not be liable for

1. **Damage** due to theft or attempted theft unless involving forcible or violent entry to or exit from a building or **Venue**
2. **Damage** due to theft attempted theft malicious persons or vandals whilst the **Event Property** is contained in an unattended vehicle
3. **Damage** due to theft attempted theft malicious persons or vandals whilst the **Event Property** is at an unattended **Venue**
4. smoke damage caused by smog agricultural or industrial work
5. **Damage** caused by wear and tear atmospheric or climatic conditions rot fungus insects vermin or any gradual cause
6. **Damage** caused by electrical or mechanical breakdown
7. **Damage** caused by cleaning dyeing repair or restoration
8. property being confiscated or detained by any government public or police authority
9. **Damage** caused by the deliberate act of any electricity or gas supply authority in withholding or restricting supply
10. **Damage** caused by strikers locked out workers or persons taking part in labour disturbance
11. accidental **Damage** to china glass and other brittle items
12. any deliberate wilful or malicious act
13. inventory or stocktaking shortages or unexplained disappearance or discrepancy
14. **Damage** caused by pollution or contamination but this shall not exclude **Damage** to the **Event Property** insured caused by
 - (i) pollution or contamination which itself results from a **Defined Peril**
 - (ii) a **Defined Peril** which itself results from pollution or contamination
15. **Damage** caused by riot or malicious persons in Northern Ireland
16. **Damage** to information on computer systems or other records programs or software resulting from accidental or malicious erasure loss distortion or corruption or from any unidentifiable cause or any consequential loss resulting there from
17. (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 caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack
 - (ii) consequential loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack
18. The first **£250** of each and every claim

Section 4: Cancellation Abandonment or Postponement

This section is operative only if shown as such in the current Policy Schedule

Definitions

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Abandonment

means the inability to complete the **Event** once commenced

Cancellation

means the inability to proceed with the **Event**

Postponement

means the unavoidable deferment of the **Event** to another time

Cover

We will pay up to the sum insured shown in the schedule any irrecoverable costs or expenses (less any income **You** have received from any source in connection with the staging of the **Event**) which have been or will be incurred by **You** in connection with the **Event** following **Cancellation Abandonment** or **Postponement** of the whole **Event** arising from any cause beyond the control of the **Insured** the **Event** organiser(s) or sponsor(s) or their financial supporter(s) or any other financial supporters of the **Event** and occurring from the date **We** accept the **Proposal**

Clauses

Closure of the venue

only operative if shown on the schedule

We will also pay any extra costs or expenses incurred in re-booking the **Event** elsewhere if the original **Venue** is unable to hold the **Event** as a result of the following causes

- (i) (a) a notifiable human infectious or contagious disease but excluding Acquired Immune Deficiency Syndrome (AIDS)
- (b) an outbreak of food poisoning
- (c) discovery of vermin or pests
- (d) defects in the drains or other sanitary arrangements
- (e) murder or suicide or
- (f) failure of the telephone system electricity gas or water supplies at the original **Venue**

- (ii) **Damage** to property in the vicinity of the original **Venue** which hinders or prevents access to the **Venue**

The most **We** will pay for any claim under this extension is **25%** of the cost quoted by the original **Venue** to hold the **Event** at such **Venue** or the sum insured shown in the schedule whichever is the less

Exclusions

1. **Cancellation Abandonment** or **Postponement** arising from

- (i) circumstances likely to cause **Cancellation Abandonment** or **Postponement** of the **Event** which were known to **You** at the commencement of this insurance
- (ii) the withdrawal insufficiency or lack of finance however caused
- (iii) the financial failure of any fund raising venture
- (iv) lack of or inadequate receipts sales or profits of any fund raising venture
- (v) financial default insolvency or failure to pay of any party
- (vi) lack of or inadequate response or support or withdrawal of support by any party
- (vii) lack of or inadequate attendance or insufficient interest prior to attendance
- (viii) weather conditions unless such weather conditions render the fulfilment of the **Event** as being dangerous and irresponsible having consideration to life and limb
- (ix) any work being carried out by builders or other contractors which renders the **Venue** or it's facilities totally or partially unusable unless such work is unknown to **You** at the commencement of this insurance
- (x) industrial action or labour disputes existing or threatened prior to the commencement of this insurance whether known to **You** or not unless the opening date of the **Event** is more than 90 days after the commencement of this insurance
- (xi) the non-appearance of delegates visitors exhibitors guests or key speakers because of state affairs or government matters
- (xii) the death injury or illness of any **Insured** or pre-booked caterer speaker entertainer or musician over the age of 75 years
- (xiii) the order of a competent public authority

2. The first **£250** of each and every claim

Section 5: Money with Assault Extension

Commercial Care Line

0330 024 2266

Definitions

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Bodily Injury

means bodily injury resulting directly and independently of any other cause within 24 calendar months in disablement or death

Insured Person

means any employee of the **Insured**

Loss of Eye(s)

means total and irrecoverable loss of sight of an eye or eyes

Loss of Limb(s)

means loss by physical severance at or above the wrist or ankle or total and irrecoverable loss of use of a limb or limbs

Money

means current notes and coins cheques (other than pre-signed blank cheques whether crossed or uncrossed) belonging to **You** or for which **You** are responsible and relating to the **Event**

Money in transit

means **Money** in transit whilst in **Personal Custody** or in a bank night safe until the bank accepts responsibility

Permanent total disablement

means permanent total and absolute disablement (other than by **Loss of Limb(s)** or **Loss of Eye(s)**) from gainful employment of any and every kind which shall have lasted for 104 weeks and which in all probability will last for the remainder of life

Personal Custody

means within the immediate personal control of **You** or any other responsible person authorised by **You**

Cover A – Money

We will insure **You** against loss and theft of **Your Money** anywhere in the **Geographical Limits** up to the following amounts:

- (a) loss of **Money in Transit** - Limit of Liability **£2,500**
- (b) loss of **Money** at the **Venue** whilst in **Personal Custody** - Limit of Liability **£2,500**
- (c) loss of **Money** in the dwelling of the **Insured** or of any person to whom such **Money** is entrusted - Limit of Liability **£500**

Exclusions

We shall not be liable for

- (i) the first **£50** of each and every loss
- (ii) items being confiscated or losing value and mistakes in receipts payments or accounting
- (iii) **Money** whilst in the custody or control of a professional carrier
- (iv) **Money** during transit by unregistered post
- (v) **Money** whilst in an unattended vehicle
- (vi) Loss of **Money** arising from fraud or dishonesty
- (vii) clerical or accounting errors depreciation in value unexplained shortage dishonoured cheques or to the use of counterfeit money

Cover B – Assault extension

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** in the course of their employment by **You** as a direct result of robbery or hold-up or attempted robbery or hold-up **We** will pay the appropriate benefit

Scale of Benefits

1. Death **£5,000**
2. **Loss of Limb(s)** or **Loss of Eye(s)** **£5,000**
3. **Permanent Total Disablement** **£5,000**

Exclusions

We shall not be liable for **Bodily Injury**

1. arising from wilful exposure to needless peril (except in an attempt to save human life)
2. sustained by any person before that person attains the age of 16 years or after the expiry of the **Period of Insurance** in which that person attained the age of 70 years



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