

policy document

THE QUEEN'S DIAMOND JUBILEE BEACON AND EVENTS POLICY



Contents

Introduction	3
Making a claim	4
Data Protection Act	6
The Financial Services Compensation Scheme (FSCS)	7
Complaints Procedure	8
Useful Addresses	9
Your Policy	10
Definitions	11

Sections of the policy

(See the schedule to see which are in force)

Section 1 – Public and Products Liability	14
Section 2 – Employers Liability	22
Section 3 – All Risks	24
Section 4 – Cancellation Expenses	27
Section 5 – Money	29
Section 6 – Personal Accident	32
General Exclusions	34
General Conditions	38
Standard Endorsement	42
Endorsements	44

Please study this policy carefully to make sure that it meets your needs

Introduction (not forming part of the policy)

The Queen's Diamond Jubilee Beacon and Events Policy

Thank you for insuring with Ecclesiastical and we welcome you as a policyholder. Ecclesiastical has been insuring not for profit organisations for over 120 years and is owned by a charitable trust, we give all of our available profits back to charity. Today, we insure thousands of the nation's charities of all sizes and complexities - including youth and children's charities, pastime clubs, advice and support groups and many more.

This policy is provided by Ansvar, a business division of Ecclesiastical Insurance Office plc.

Please read the policy and schedule carefully to ensure that it meets your requirements. If you need any further explanation, or if you find any mistakes, please contact Unity Insurance Services 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 Unity Insurance Services 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 an All Risks section, 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.

Please note that any index-linking of sums insured within this policy only reflects general inflationary changes. It will not necessarily deal with any inflationary increases due to any particular features of your property. It remains your responsibility to ensure that the sums insured are adequate to provide full cover in the event of any damage.

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.

Making a Claim

Our normal working hours are from 08:45 to 17:00 - Monday to Friday.

Claims Department
 Ansvar Insurance
 Ansvar House
 St Leonards Road
 Eastbourne BN21 3UR

Phone Ansvar on
 0845 60 20 999 or 01323 737541

Fax: 01323 739355

Email: ansvar.claims@ansvar.co.uk

Online: www.ansvar.co.uk

Out of normal working hours

For serious property damage requiring emergency attention out of our normal working hours DAS (DAS Legal Expenses Insurance Company Limited) will pass details to our loss adjusters who can be contacted 24 hours a day, seven days a week.

Phone DAS on 0117 934 0437

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, if requested by us, submit with a completed claim form for our approval. Please send any requested claim form to us immediately should there be any delay in obtaining estimates.
- 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 property 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 where requested, 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.

Data Protection Act

Full details about how Ansvar hold and use your data can be found in our privacy policy available on our website www.ansvar.co.uk

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
Portsoken Street
London E1 8BN.

Phone FSCS on
0800 678 1100 or 020 7892 7300

Email: enquiries@fscs.org.uk

If you have any reason to complain about the advice or service you've received, please contact us as soon as possible.

You can refer your complaint in writing or verbally at any time to:

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

Phone Ansvar Insurance on
0845 60 20 999 or 01323 737541

Email: ansvar.insurance@ansvar.co.uk

Or if you feel we are not listening to you please direct the matter to the Compliance Officer or Claims & Risk Services Director using the contact details above.

Complaints Procedure

Our promise to you

- Where possible we will resolve your complaint within one business day

Otherwise:

- We will promptly acknowledge all complaints
- All complaints will be investigated diligently and impartially within Ansva
- We will respond formally to your complaint as soon as possible
- We will keep you informed of the progress of the investigation.

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

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR.

Phone FOS on
0800 0234 567 or 020 7964 1000

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

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

Ansvar Insurance

Ansvar House
St Leonards Road
Eastbourne
East Sussex BN21 3UR

www.ansvar.co.uk

Association of British Insurers

Consumer Information Department
51 Gresham Street
London EC2V 7HQ

www.abi.org.uk

DAS Legal Expenses Insurance Co. Ltd

DAS House, Quay Side
Temple Back
Bristol BS1 6NH

www.das.co.uk

Useful Addresses

Financial Ombudsman Service

South Quay Plaza
183 Marsh Wall
London E14 9SR

www.financial-ombudsman.org.uk

The Financial Services Authority

25 The North Colonnade
Canary Wharf
London E14 5HS

www.fsa.gov.uk/mgi

Financial Services Compensation Scheme

7th Floor
Lloyds Chambers
Portsoken Street
London E1 8BN

www.fscs.org.uk

Your Policy

FORM No. F.A. 47 (2011)

The Queen's Diamond Jubilee Beacon and Events Policy

We and **you** agree that:

- (a) the basis of the contract is:
 - (i) the information contained in the proposal, declaration or statement of facts, and
 - (ii) any additional or supplementary information supplied;
- (b) the policy, schedule and any endorsements (including any replacements for them) are to be read together as one document;
- (c) **we** will insure **you** as detailed in the policy's schedule, subject to the terms and conditions of the policy, during the **period of insurance** shown in the schedule, provided that **you** pay, or agree to pay, the premium and **we** accept the premium;
- (d) this policy shall be governed by and construed in accordance with the law of England and Wales unless **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;
- (e) **we** will communicate with **you** in English at all times;
- (f) 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.

Definitions

Some words or phrases used in the policy and the endorsements are in **bold italics** and have particular meanings that are stated below unless otherwise specified. These definitions apply equally where used in the singular or plural unless otherwise stated.

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

- (i) irrecoverable deposits or charges paid in advance or contracted to be paid by **you**
- (ii) costs and other expenses necessarily and reasonably incurred by **you** in organising, promoting or providing services for the **event**

less any non-returnable income **you** have received from any source in connection with the staging of the **event**

cancellation of event

cancellation, postponement or curtailment of the whole **event** (not just to a part of an **event**) due to the:

- (i) inability to proceed with the **event** that cannot be postponed
- (ii) unavoidable postponement of the **event**, before it has started, to another time
- (iii) 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 includes a single loss or series of losses from one event consequent on or attributable to one source or original cause

claim made

- (i) any **claim** notified to **us**, or
- (ii) any circumstances which may give rise to a **claim** that **you** discover and notify to **us** during the **period of insurance**

costs and expenses

- (i) legal costs and expenses recoverable from **you** by any claimant
- (ii) defence costs and expenses incurred with **our** written consent

damage/damaged

physical loss, destruction or damage

denial of service attack

any actions or instructions construed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems. Denial of Service Attacks include but are 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

employee

any person:

- (i) under a contract of service or apprenticeship with **you**
- (ii) who is hired to, supplied to or borrowed by **you**
- (iii) engaged under a work experience or similar scheme
- (iv) helping as an authorised volunteer
- (v) who is one of **your trustees** while under **your** direct control and supervision and working for **you** in connection with the **event**

event**your** event

- (i) including any:
 - (a) event which comprises multiple unrelated activities over one or more days e.g. festivals, carnivals, fairs
 - (b) planning meetings and site visits
 - (c) setting up, dismantling and removal
- (ii) declared to **us**, accepted by **us** in writing, and
- (iii) undertaken with **your** full knowledge and authority, and
- (iv) under **your** or an authorised **employee's** control

excess

the first amount of each and every agreed **claim** that **you** will be asked to pay

hacking

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

money

- (i) current coins and banknotes
 - (ii) 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
 - (iii) cheques, travellers cheques, travel tickets, bankers drafts, credit card company sales vouchers or receipts
 - (iv) National Savings certificates, premium bonds
 - (v) VAT purchase receipts
- all belonging to **you** or for which **you** are responsible 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** are responsible in connection with the **event**

offshore

- (i) 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
- (ii) whilst on any offshore rig, platform or service or accommodation vessel

period of insurance

the **event** policy (including days for setting up, dismantling and removal) starts for:

- (a) Cancellation Expenses, Employers Liability, Public and Products Liability and Personal Accident sections, if operative, from the inception date of the policy
- (b) all other operative sections from the 'event start date'

and, for all sections, ends at the date shown on the schedule

The start and finish dates of the **event** must not exceed 27 days

Special Note (not forming part of the policy wording):

No cover applies for events that start before the inception date or end after the expiry date of the policy. 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**

professional supplier

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

- (i) organises
- (ii) runs
- (iii) supervises

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

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

trustee

any natural person who was, is or becomes a (an):

- (i) trustee
- (ii) director
- (iii) officer
- (iv) governor
- (v) member of a committee of management
- (vi) shadow or de facto director
- (vii) **employee** acting in a managerial or supervisory capacity of the charitable body

venue

the venue as shown in the schedule as 'Location' to be used for the **event**

virus or similar mechanism

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. Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs

we/us/our

Ansvar Insurance

working hours

any time when the **venue** is occupied for the **event** by **you** or any partner, 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

1 Public and Products Liability

What is covered

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

- (a) **bodily injury** to any person
- (b) **damage** to material property
- (c) 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:
 - (i) within the **territorial limits**
 - (ii) anywhere in the World (other than within the United States of America or Canada) and caused by **products**.

Within **costs and expenses**, **we** will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with **our** written 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 detailed on the 'Activities – Standard Exclusion' endorsement to this section
 - (b) error or omission in the provision of professional services
 - (c) treatment of any kind (other than first aid)
 - (d) libel, slander or defamation
 - (e) **bodily injury**, or allegations of **bodily injury**, caused by:
 - (i) rape
 - (ii) molestation or acts of:
 - a physical or psychological sexual nature
 - sexual gratification
 - (iii) physical or psychological:
 - assault
 - maltreatment
 - ill-use
 - (iv) repeated, contemptuous, intimidating, coarse or insulting words
 - (f) **bodily injury** to any **employee** arising out of and in the course of the **event**
 - (g) **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, partners, directors or **employees**
 - (h) **offshore** activities
 - (i) counselling, advice, design, formula or specification whether given for a fee or not
 - (j) medical, surgical, dental, pharmaceutical or therapeutic **products**
 - (k) **products** incorporated in any:
 - (i) craft designed to travel through air or space
 - (ii) watercraft which could affect its safety, navigation or propulsion

What is covered

What is not covered

- (iii) mechanically propelled vehicles which could affect their safety
- (iii) gas, chemical, petrochemical or power generation plant
- (l) **damage** to or the costs of recall, removal, 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
- (m) **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
- (n) second-hand **products** (except as provided for in the Second-hand Goods extension to this section).
- (3) Liability arising directly or indirectly from:
 - (a) ownership, repair or maintenance of any buildings that **you** own, its land and adjacent grounds
 - (b) ownership or use by **you**, or by others for **you**, of any premises within the United States of America or Canada
 - (c) 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 non-mechanically propelled not exceeding nine metres in length whilst operated on inland waterways only or within three miles of the coast) 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
 - the use of plant at the **venue**.
 - (d) 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**.

What is covered

What is not covered

- (4) Liability arising from an agreement unless liability would have existed without the agreement.
- (5) Fines or penalties.
- (6) Punitive, exemplary, aggravated or multiplied damages.
- (7) Liquidated damages.
- (8) Any compensation awarded by a court of criminal jurisdiction.
- (9) Any **claim** if **you** failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement.

Special requirements for Public and Products Liability

You are required as a condition precedent to our liability:

1 Insurance Checks

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

- (i) 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.
- (ii) 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

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

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

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

- (i) supervised by responsible **employees** at all times when in use
- (ii) fitted with safety side netting to prevent falls from the trampoline
- (iii) 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:

- (i) wears boots or other stout footwear
- (ii) wears suitable gloves if handling any litter or rubbish
- (iii) is instructed not to clear up, move or touch any sharp objects, needles or syringes unless those persons:

- (a) are authorised adults who have received documented training in dealing with discarded needles or syringes, and
- (b) wear rubber/latex gloves and use graspers/tongs to pick up any needles or syringes (DO NOT USE HANDS), and
- (c) only use proprietary sharps bins/boxes to place any needles or syringes which are to be given to and emptied only by the local authority or contract clinical waste services.

4 Second-hand goods (products liability)

under the Second-Hand Goods extension of this section, before the **products** leave **your** custody or control, to:

- (i) 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)
- (ii) ensure that each item of furniture or furnishings supplied free of charge is fit for purpose
- (iii) ensure that any other **products** are compliant with any current safety legislation or regulations
- (iv) retain all required records under such legislation or regulations for the required period provided this period is not less than 3 years.

5 Face painting and henna tattoos

if **you** apply any face paints or henna tattoos, to ensure that they are not applied to any person:

- (i) under three years old
- (ii) who has open cuts or sores on their face
- (iii) who has a cold sore or conjunctivitis or any other known infectious skin condition

and in addition **you** must:

- (i) carry out a skin test prior to the application of any face paints or henna tattoos where any person has food allergies or allergic reactions to soaps, skin creams and the like
- (ii) clean any equipment before each application
- (iii) only use professional face paints and henna tattoos that comply with current safety legislation or regulations.

Extensions for 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:

- (i) the Health and Safety at Work etc. Act 1974
- (ii) the Health and Safety at Work (Northern Ireland) Order 1978
- (iii) 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 (including member to member)

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:

- (i) any partner, director or **employee**
- (ii) any member
- (iii) any officer or member of **your** canteen, sports, social or welfare organisations, first-aid, ambulance, fire or security services
- (iv) any of **your** partners or directors in respect of private work carried out by any **employee**
- (v) 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:

- (i) **you** would have been entitled to cover under this section if the claim had been made against **you**
- (ii) such parties keep to the terms of this policy insofar as they can apply
- (iii) in the event of any one individual member making a claim against another member or **you**, **we** will agree not to raise the defence that the claiming member is also the **insured**.

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 or partners
 - 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.

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 premises

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:

- a) **bodily injury** to any person
- b) **damage** to material property arising out of the use by any **employee** of any motor vehicle in connection with the **event** and occurring during the **period of insurance**.

What is not covered

- (1) £250 **excess** 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**
 - (c) where **you** are required to insure, or pay for the insurance of, the property **damaged**.

- (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.

What is covered

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 Court attendance expenses

We will pay £250 per day if **you**, or any partner, director or **employee**, are required to attend court as a witness at **our** request in connection with a **claim** for which insurance is provided under this section.

8 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**.

What is not covered

- (1) Fines or penalties of any kind.
- (2) Proceedings consequent upon any deliberate act or omission by **you**, any director, partner 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**, any director, partner 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.

What is covered

9 Second-hand goods (products liability)

Subject to the terms and exclusions for **products** cover, **we** will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for liability arising from second-hand **products**.

10 Data protection act

We will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for damage or distress as described in Section 13 of the Data Protection Act 1998.

This indemnity is subject to **you** being registered in accordance with the Act or having applied for such registration which has not been refused or withdrawn and that **you** have taken all reasonable care to comply with its requirements.

The most **we** will pay is £500,000 for any **claim** including **costs and expenses**.

What is not covered

- (1) Liability arising from the following second-hand **products**:
 - (a) upholstered furniture or bedding that does not meet the standards under statutory safety legislation other than upholstered furniture or bedding supplied free of charge to the poor and needy
 - (b) gas appliances of any description
 - (c) any appliance containing or using flammable liquids.
 - (2) Any **claim** when **you** have failed to comply with the special requirement for this extension and such failure caused or worsened the liability.
-
- (1) Fines or penalties.
 - (2) Punitive, exemplary, aggravated or multiplied damages.
 - (3) Liquidated damages
 - (4) Costs of replacing reinstating rectifying erasing blocking or destroying any personal data.
 - (5) Liability arising from or caused by a deliberate or intentional act by, or omission of, any person entitled to indemnity.
 - (6) **Claims** arising out of circumstances which have been notified to previous insurers or which were known to **you** at the inception of this extension.
 - (7) Legal liability where indemnity is provided by any other insurance

Claims settlement for Public and Products Liability

Limits

Unless otherwise stated, the most **we** will pay including **costs and expenses** for:

- (i) all **claims** in any one **period of insurance**
 - caused by **products**
 - arising from pollution or contamination
- (ii) any **claim** for liability other than relating to **products**, pollution or contamination
- (iii) any **claim** under the Cross Liabilities extension in total to all parties

is the indemnity limit shown in the schedule.

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** caused during the **period of insurance** in connection with the **event** and occurring within the **territorial limits**.

Within **costs and expenses**, **we** will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with **our** written 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

Liability:

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

Extensions for 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:

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

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 or partners
 - (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**.

What is covered

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:

- (i) any partner, director or **employee** of **yours**
- (ii) any officer or member of **your** canteen, sports, social or welfare organisations, first-aid, ambulance, fire or security services
- (iii) any partner or director of **yours** in respect of private work carried out for them with **your** prior consent by any **employee**
- (iv) 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:
 - (i) **you** would have been entitled to cover under this section if the **claim** had been made against **you**
 - (ii) such parties keep to the terms of this policy insofar as they can apply.

3 Court attendance expenses

We will pay £250 per day if **you**, or any partner, director or **employee** are required to attend court as a witness at **our** request in connection with a **claim** for which cover is provided under this section.

Claims settlement for Employers Liability

Limits

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

- (i) £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

What is not covered

- (ii) 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**
- (ii) the indemnity limit shown in the schedule.

3 All Risks

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 within the **territorial limits**.

Restricted cover

If **we** cover any of the following property:

- (a) marquees or tents
- (b) inflatables
- (c) sports equipment (including winter sports) either specifically or as part of a miscellaneous item in the All Risks Specification, then **damage** to such property is restricted to the following events only:
 - (i) fire, explosion, lightning, earthquake or smoke
 - (ii) theft or attempted theft
 - (iii) riot and civil commotion
 - (iv) storm or flood
 - (v) aircraft or other aerial devices or articles dropped from them
 - (vi) impact by any road vehicle, train or animal
 - (vii) falling trees, branches, telegraph poles or lamp posts

occurring 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 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.
- (3) **Damage** caused by or resulting from:
 - (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.

What is covered

What is not covered

- (4) **Damage** by theft of:
 - (a) contents from a soft topped, soft sided, open topped or open sided trailer
 - (b) property from any unattended motor vehicle 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 bicycle unless at the time of **damage** 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**.
- (6) Any **claim** if **you** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

Special requirement for All Risks

You are required as a condition precedent to **our** liability:

1 Trailer Security

in respect of any trailer, and / or contents of any trailer, insured under this section, when the trailer is parked and not in use, to:

- (a) keep it in a locked building or locked compound, or
- (b) immobilise it by means of a wheel-clamp or hitch lock security device, and its door(s) or shutter(s) must be secured with a coach-bolted locking bar and close shackle padlock.

Extensions for All Risks

What is covered

1 Additional Interests

The interest of any third party in any property insured by this section is automatically noted provided that:

- (a) the interest is required to be included on the policy by **you** under the terms of any hiring lease or hire purchase agreement
- (b) the cover for the additional interest is no more extensive than the current cover provided to **you** under the policy at the time the interest commences
- (c) **you** advise full details to **us** in writing as soon as reasonably practicable, with immediate notification if a **claim** occurs.

What is not covered

Claims settlement for All Risks

We can choose to settle a **claim** for **damage** by either:

- (a) paying for the full cost of repairing, or
- (b) by making a cash payment, or
- (c) replacing the property insured.

Settlement will be calculated on the basis of replacement value as new unless otherwise stated.

Computers

Subject to the item limit, **we** will include where necessary the replacement of available proprietary (made or sold by a particular company and protected by registered trademark) software plus any reasonable cost of specialist software or network installation by professional technicians.

We will not pay for:

- (i) installation of software that can be completed by **you** following manufacturer's standard instructions
- (ii) any non-proprietary software
- (iii) reconstitution or re-input of any electronic data held
- (iv) the value to **you** of any electronic data.

Underinsurance

If at the time of **damage** 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.

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.

Automatic reinstatement of sum insured

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

- (i) the **claim** relates to the total loss of any specified item or
- (ii) **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, including carpets, when **damage** happens to a specific part or within a clearly identifiable area and replacements cannot be matched.

4 Cancellation Expenses

SPECIAL NOTE (not forming part of the policy wording)

1. No cover operates for the cancellation of part of an event – the whole event must be cancelled or curtailed for cover to operate.

What is covered

We will pay for the:

- (a) **cancellation expenses** incurred, paid or contracted to be paid by **you** following the necessary and unavoidable **cancellation of event** resulting:
 - (i) solely and directly as a consequence of the non-appearance of any pre-booked speaker, celebrity, performer or musician provided that no suitable replacement(s) were available
 - (ii) solely and directly as a consequence of the failure of a supplier to provide services or goods provided that no alternative supplier(s) were available
 - (iii) from any other cause beyond the control of **you, your employees**, agents, event organiser(s), sponsor(s) or financial supporter(s)
- (b) additional costs necessarily incurred by **you** for the sole purpose of avoiding:
 - (i) the **cancellation of event**
 - (ii) or diminishing a loss of **cancellation expenses**
 but not exceeding the amount that would otherwise have been payable for **cancellation expenses**.

What is not covered

- (1) The amount of **excess** shown in the schedule.
- (2) **Claim** notified to **us** more than 14 days after the date the **event** was cancelled, postponed or curtailed.
- (3) Any circumstance(s) likely to cause loss and known to **you** at the commencement of Cancellation Expenses cover for each **event**.
- (4) **Cancellation of event** due to:
 - (a) weather conditions
 - (b) lack of or inadequate attendance or insufficient interest prior to the **event**
 - (c) lack of sales or shortages of receipts
 - (d) the withdrawal or lack of finance
 - (e) orders or restrictions imposed by any local authority or the emergency services
 - (f) industrial action or labour disputes, existing or threatened prior to the start of this policy, whether known to **you** or not, unless the **event** start date is more than 90 days after the start of this policy
 - (g) an outbreak of any infectious or contagious disease(s) or any discovery of an organism resulting in or likely to result in the occurrence of any infectious or contagious disease(s)
 - (h) the non-appearance of any speaker, celebrity, performer or musician over the age of 80 years due to death, injury or ill health
 - (i) failure of a supplier to provide services or goods or non-appearance of any speaker, celebrity, performer or musician where booking arrangements have not been 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**.

What is covered

What is not covered

- (7) Unavailability of the **venue** as a result of work being carried out by contractors resulting in all or part of the **venue** being unusable for the **event**, other than work carried out as an emergency occurring during the **period of insurance**.
- (8) Any **event** outside the **territorial limits**.

Extensions for Cancellation Expenses

What is covered

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.

2 Adverse weather extension

We will pay for **cancellation expenses** incurred, paid or contracted to be paid by **you** following the necessary and unavoidable **cancellation of event** solely and directly due to weather conditions that make the start or completion of the **event** dangerous or irresponsible in regards to the safety of the public or any attendees of the **event**.

The most **we** will pay for any **claim** is 20% of the sum insured for **cancellation expenses** shown in the schedule.

What is not covered

- (1) The amount of **excess** shown in the schedule.
- (2) Lack of attendance due to weather conditions.

Claims settlement for Cancellation Expenses

Unless otherwise stated, the most **we** will pay for any **claim** is the sum insured for **cancellation expenses** shown in the schedule.

5 Money

What is covered

We will pay for:

- (a) physical loss of **money**
- (b) **damage** to any safe or strongroom at the **venue** or any cash carrying case, security belt or waistcoat caused by theft or attempted theft
- (c) **damage** to clothing and personal effects belonging to an **employee** caused by theft or attempted theft of **money** up to £500 for any **claim** for any one person (which includes personal money up to £100).

What is not covered

- (1) The amount of **excess** shown in the schedule.
- (2) Loss from any unattended vehicle.
- (3) Loss due to:
 - (a) misappropriation, deception or false accounting by:
 - (i) **you** or any director or partner
 - (ii) any **employee** except as covered in extension 1 to this section
 - (b) clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques, fraudulent credit card transactions or to the use of counterfeit **money**.
- (4) Loss arising:
 - (a) outside the **territorial limits**
 - (b) from signed blank cheques.
- (5) Loss suffered as a result of a transaction as part of the **event**.
- (6) Loss of:
 - (a) negotiable **money** in transit by unregistered post
 - (b) **money** in the custody of professional carriers other than **non-negotiable money** in transit by post
 - (c) **money** in any coin, banknote or token operated machine or **money** dispensing machine.
- (7) **Damage** to any coin, banknote or token operated machine or **money** dispensing machine.
- (8) Any **claim** if **you** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

Special requirements for Money

You are required as a condition precedent to our liability 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 or on the person of the authorised **employee**.

3 Carrying limits

ensure that whenever **money**, other than **non-negotiable money**, in transit exceeds:

- (i) £2,500 at any one time, it must be accompanied by at least two adult persons
- (ii) £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.

Extension for Money

What is covered

1 Misappropriation of money

We will pay any **claim made** by **you** for any loss of **money** as a result of misappropriation, deception or false accounting by an **employee** or **employees** provided this is discovered within 14 days of the occurrence.

For the purposes of this extension, the definition of **employee** shall also include any former **employee** within 14 days of termination of their service with **you**.

What is not covered

- (1) The amount of **excess** shown in the schedule.
- (2) Loss resulting from misappropriation, deception or false accounting:
 - (a) where the date of occurrence is prior to the original inception date of this policy
 - (b) which is committed by an **employee(s)** who is (are) normally resident outside of the **territorial limits**
 - (c) which cannot be proven to have been committed
 - (d) which is evidenced solely by an inventory or profit and loss computation
 - (e) where the **employee(s)** concerned was known to have been involved in any previous dishonest or fraudulent act.

Limits - money

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

- (i) for **non-negotiable money**
£250,000
- (ii) for **money** other than **non-negotiable money**:
 - (a) at the **venue** and secured in a locked safe
the money limit in safe shown in the schedule
 - (b) at the **venue** during **working hours**
 - (c) in transit by **you** or any authorised **employee**
 - (d) in a bank night safe
the money limit shown in the schedule
 - (e) at **your** home or that of an authorised
employee
£1,000
 - (f) in any other circumstance
£500

Limits – misappropriation of money

The most **we** will pay is:

- (i) £2,500 for any **claim made** in respect of any
one **employee**
- (ii) £5,000 for all **claims made** in any one **period
of insurance**.

Any and all fraudulent or dishonest acts committed by an **employee** shall be considered as one occurrence or event where that **employee** is involved or implicated.

6 Personal Accident

What is covered

If **you**, or any partner, director or **employee** while working for **you**, sustain(s) accidental **bodily injury** caused by external violent and visible means arising out of and in the course of the **event** during the **period of insurance**:

- (a) which within 24 months is the sole cause of death or disablement, **we** will pay a benefit as defined under the Benefits for Personal Accident and as a result incur dental expenses, **we** will pay up to £500 for any **claim** for any one person
- (b) and as a result incur dental expenses, **we** will pay up to £500 for any **claim** for any one person
- (c) and as a result need(s) in-patient hospital treatment, **we** will pay a benefit of £20 for each complete period of 24 hours stay in hospital up to £200 for any **claim** for any one person.

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 partner, 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
 - (v) serving in the armed forces
 - (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, unless such work is within the scope of the ordinary domestic gardener and there is no use of chainsaws.

What is covered

What is not covered

- (2) Any **claim** directly or indirectly caused by resulting from or in connection with **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 **claim** is not covered by this section the burden of proving the contrary shall be upon **you**.

Benefits for Personal Accident

- (1) Death
death benefit shown in the schedule
- (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 speech or hearing
 - (d) permanent total disablement, not resulting from any of a), b) or c) above, preventing all gainful employment or occupation
 permanent total disablement benefit shown in the schedule
- (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 shown in the schedule

Claims settlement for Personal Accident

Limits

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

- (i) 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.
- (ii) In the event of a **claim** under benefit 2 the policy will cease to apply to the injured person concerned.
- (iii) If any payment is made under benefit 3, it shall be deducted from any amount subsequently paid under benefits 1 or 2.
- (iv) Under benefit 3 **we** may make monthly payments on account.
- (v) **We** will not pay benefits for the same injured person under more than one section of this policy for any one occurrence. The section that provides the greatest benefit will apply.

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

General Exclusions

Applicable to the whole policy except where varied under any operative Legal Expenses cover or as otherwise stated

This policy does not cover:

1 Radioactive contamination

any expense, consequential loss, legal liability or **damage** to any property directly or indirectly 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.

This exclusion does not apply to any cover for:

- (i) Employers Liability except in respect of liability of any principal and liability assumed by agreement
- (ii) Personal Accident.

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 any cover for 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

any **claim** directly or indirectly caused by resulting from or in connection with **terrorism** regardless of any other contributory cause. This insurance also excludes any **claim** directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to **terrorism**.

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

This exclusion does not apply to any cover for:

- (i) Personal Accident
- (ii) Employers Liability
- (iii) Legal Expenses.

6 Northern Ireland (property damage / business interruption)

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.

7 Pollution or contamination

(a) in respect of any cover for **your** insured property of any description, including electronic data, Business Interruption or Book Debts 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.

(b) in respect of any cover for liability to third parties

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.

8 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 any cover for:

- Personal Accident
- Employers Liability
- Public and Products Liability
- Professional Indemnity
- Property Owners Liability
- Loss of Licence
- Trustees Indemnity
- Legal Expenses.

9 More specific insurance

property more specifically insured under another policy.

10 Date related computer failure

any **claim** directly or indirectly arising from the failure or possible failure of any 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:

- (a) correctly to recognise any date as its true calendar date
- (b) to save and/or correctly interpret or process any data or command as a result of treating any date other than its true calendar date
- (c) to save or correctly process any data on or after any date

but this shall not exclude subsequent **damage** or consequential loss not otherwise excluded which itself results from:

fire, explosion, lightning, smoke, aircraft or other aerial devices dropped from them, theft or attempted theft, impact by any road vehicle, train or animal, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances,

malicious people or vandals, storm or flood, escape of water from any tank, apparatus or pipe, escape of fuel oil from any fixed oil-fired heating installation

if covered by this policy.

This exclusion does not apply to any cover for:

- Personal Accident
- Employers Liability.

11 Electronic risks

- (a) in respect of any cover for property of any description, including electronic data, Business Interruption or Book Debts
- (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 for liability to third parties including Public and Products Liability, Property Owners Liability and Trustees Indemnity

liability arising from **damage** to information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs or firmware.

This exclusion does not apply to any cover for Employers Liability.

12 Asbestos

in respect of any cover for liability to third parties including Public and Products Liability, Property Owners Liability, Trustees Indemnity and Hirers 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**.

This exclusion does not apply to any cover for Employers Liability.

13 Corporate manslaughter and corporate homicide

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 the standard endorsement to this policy.

This exclusion does not apply to any cover for Legal Expenses.

General Conditions

Applicable to the whole policy except where varied under any operative Legal Expenses cover or as otherwise stated

NOTE – Reference to **claim** in these General Conditions is deemed also to refer to **claim made**.

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 Cancellation and cooling-off

Your right to cancel

- (a) 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 tell **us**, or Unity Insurance Services, in writing that **you** wish to cancel the policy. In such circumstances **we** will make a full refund of premium. After this cooling-off period **you** may still cancel the policy but no refund of premium will be made
- (b) If the **event** has started **you** may cancel the policy but no refund of premium will be made.

Our right to cancel

- (a) **We** have the right to cancel the policy by giving **you** 14 days notice in writing by recorded delivery sent to **your** last known address.
- (b) If **we** cancel the policy **we** will refund the premium for the remainder of the **period of insurance**.

3 Claims procedure (your duties)

Contact details can be found under Making A Claim.

When **you** become aware of a possible **claim** under this policy **you** shall (at **your** expense):

- (i) notify **us** immediately
- (ii) immediately tell the police if **damage** is caused by theft, attempted theft, malicious acts, riot or civil commotion
- (iii) take all practical steps to recover any property lost or to minimise the **damage**
- (iv) 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
- (v) in respect of any **claim** for Cancellation Expenses, submit to us within 14 days from the date the **event** finished, or within such further time as **we** may in writing allow, a statement setting out particulars of the **claim**
- (vi) give all assistance, information and documentation **we** may reasonably require within any timescales **we** may set at the time
- (vii) send to **us**, unanswered, every writ, summons or other communication immediately it is received
- (viii) send to **us** written details of any related inquest, legal inquiry, prosecution or procedure immediately it is known to **you**
- (ix) if **we** require, provide to us a statutory declaration of the truth of the **claim**.

When **you** become aware of a possible **claim** under this policy **you** shall not:

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

4 Claims procedure (our rights)

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

- (i) to enter any building where **damage** has occurred and take, and keep, possession of any property covered by this policy
- (ii) to the salvage of any property covered by this policy
- (iii) at any time to start, take over, defend and conduct any legal action or prosecution in **your** name
- (iv) 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
- (v) to arrange a post mortem at **our** expense in the event of a death benefit **claim** under the Personal Accident or Personal Accident Assault cover.

5 Claims settlement

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

6 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:

- (i) enforce any rights and remedies against
- (ii) obtain relief or indemnity from other parties, to which **we** would be entitled after settlement of that **claim**.

7 Other insurance

- (i) 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.
- (ii) In respect of any covers, including their respective extensions and endorsements, for legal liabilities or Money (but not Personal Accident or Personal Accident Assault) **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.
- (iii) In respect of any covers, including their respective extensions and endorsements, for Personal Accident or Personal Accident Assault, irrespective of the number of policies issued by **us**, **we** will not pay benefits for the same insured person under more than one policy for any one occurrence. The policy or section that provides the greatest benefit will apply.
- (iv) 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.

8 Fraud

If **you** or anyone acting for **you** makes a **claim** under this policy knowing the **claim** to be false in any respect:

- (i) **we** will not pay the **claim**; and
- (ii) all cover under this policy ceases; and
- (iii) **we** will not return any premium paid.

9 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.

10 Reasonable care

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

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

11 Alteration of risk

You must tell **us** immediately:

- (i) **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
- (ii) **your** interest ceases, except by will or operation of law
- (iii) an administrator, liquidator or receiver is appointed or if **you** enter into a voluntary arrangement.

Upon any alteration as described above, **we** shall be entitled to cancel the policy from the date of such alteration or impose special terms or charge an additional premium.

12 Arbitration

Provided **we** have admitted liability for a **claim**, any unresolved dispute as to the amount to be paid shall be referred to arbitration in accordance with the statutory provisions in force at the time to:

- (i) an agreed arbitrator, or if an arbitrator cannot be agreed
- (ii) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days written notice to the other party.

You must not take legal action against **us** over the dispute before the arbitrator has reached a decision.

Standard Endorsement

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:

- (i) Employers Liability and/or
- (ii) 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**
 - (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:
 - (a) where they are otherwise covered under an operative Legal Expenses section of this policy except for any amount payable beyond the Indemnity Limit under such Legal Expenses cover
 - (b) where indemnity is otherwise provided by any other policy, insurer or from any other source.
- (5) **We** will not pay any **claim** when **you** have failed to comply with the special requirements for this endorsement and such failure caused or worsened the liability.

Special requirements for Corporate Manslaughter and Corporate Homicide

You must as a condition precedent to **our** liability:

- 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**
- (a) 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.

Endorsements

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 (Public and Products Liability), **we** do not cover any liability caused by or arising from **products** other than:

- (i) food or drink sold or supplied by **you** for consumption at the **venue**
- (ii) 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 (public and products liability)

The following additional exclusion is added to WHAT IS NOT COVERED under section 1 (Public and Products Liability):

Liability arising from any of the following activities:

- abseiling
- aerial activities of any kind
- climbing of any kind
- contact sports
- dry slope skiing
- fire walking
- football that is played within a league system
- gorge walking and the like
- gymnastics

- horse, pony or donkey riding of any kind
- landboarding
- professional sport of any kind
- racing or time trials other than on foot
- rugby
- underground activities of any kind
- water activities (other than swimming or snorkelling, or the use of non-mechanically propelled watercraft not exceeding nine metres in length whilst operated on inland waterways only or within three miles of the coast provided they are not used in any white water activity)
- weightlifting
- winter sports

Liability arising from any activity that involves the use of:

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

Liability arising 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:

- (a) mechanically propelled vehicle for which compulsory motor insurance or security is required, other than for:
 - loading and unloading
 - the use of plant at the **venue** not insured by any other policy

- (b) where not excluded under a) 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)

Subject to its terms, exceptions and conditions section 1 (Public and Products Liability) extends to cover the following specified activities whilst under the overall control of any professional supplier of such activities, subject to the special requirement stated below:

Specified activities:

- abseiling
- aerial runways
- air rifle shooting
- archery
- assault courses
- BMX riding
- clay pigeon shooting
- climbing wall
- climbing with ropes
- dry slope skiing
- go-karting
- gymnastics
- ice skating
- inflatable play equipment
- javelin throwing
- motorised fairground rides
- paint-balling
- roller blading
- roller skating
- skateboarding
- weightlifting

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

Special requirement for this extension

You are required as a condition precedent to **our** liability under this extension to have:

- (1) either:
 - (a) 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
 - (b) reasonable grounds to believe that:
 - (i) the **professional supplier** is required to be licensed to operate by the local authority or other appropriate regulatory body and that
 - (ii) public liability insurance is required to be held for the contracted activity by the **professional supplier** in compliance of such licence to operate.
- (2) 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.

We will not pay any **claim** if **you** failed to comply with any special requirement for this extension and such failure caused, or worsened the liability.

Notes

Notes

For further information on any
of our products or services, please speak
to your broker.

Or visit us at

www.ecclesiastical.com



Beaufort House, Brunswick Road,
Gloucester GL1 1JZ

Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. This company is registered in England at Beaufort House, Brunswick Road, Gloucester, GL1 1JZ, UK. EIO is authorised and regulated by the Financial Services Authority and is a member of the Financial Ombudsman Service and Association of British Insurers.