

# Entertainment Eventualities Policy



# Introduction

This is Your Eventualities policy, setting out Your insurance protection in detail.

Your premium has been based upon the information shown in The Schedule and recorded in the written application You have signed and/or declaration You have made. Please read it carefully to make sure that it meets Your requirements and that the details on The Schedule are correct.

If after reading Your policy You have any questions please contact your insurance adviser.

## **Use of Language**

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

## **Customers with Disabilities**

This policy is also available in large print, audio and Braille. If you require any of these formats, in the first instance, please contact Your insurance adviser



## Contents – a guide to Your policy

This policy booklet consists of individual Sections. It should be read in conjunction with The Schedule which indicates both the Sections You are insured under and gives precise details of the extent of Your insurance protection.

The Contract of Insurance

Our Service to You

Policy Definitions

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Sections which comprise Your policy

# The Contract of Insurance

The policy, the application form and/or declaration made by You and The Schedule should be read together and form the contract of insurance between You, The Policyholder and Us, the insurer's stated in the Schedule.

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury to the extent of and subject to the terms contained in or endorsed on the policy.

On behalf of Norwich Union Insurance.



Igal Mayer  
Chief Executive, Norwich Union Insurance  
For and on behalf of the INSURERS

## **IMPORTANT**

**This policy is a legal contract. You must 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 adviser. If You do not tell Us about relevant changes, Your policy may not be valid or the policy may not cover You fully.**

**You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.**

## **Choice of Law**

The appropriate law as set out below will apply unless We agree with You otherwise

- (1) The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which You normally live or (if applicable) the first named policyholder normally lives
- or
- (2) In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where You have Your principal place of business
- or
- (3) Should neither of the above be applicable, the law of England and Wales.



# Our Service to You

Our goal is to give excellent service to all Our customers but We recognise that things do go wrong occasionally. We take all complaints We receive seriously and aim to resolve all Our customers' problems promptly. To ensure that We provide the kind of service You expect We welcome Your feedback. We will record and analyse Your comments to make sure We continually improve the service We offer.

## What will happen if You complain?

- We will acknowledge Your complaint within 2 working days of receipt
- We aim to resolve complaints within 5 working days
- Once an assessment and full investigation of Your concern has been made, We will respond with a decision

Most of Our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, We will contact You with an update and give You an expected date of response. This will not be beyond 20 working days from when You first made Your complaint.

If You remain unhappy with the decision You receive from the local branch You may write to the Chief Executive. If You are dissatisfied with Our final decision, You can refer the matter to the Financial Ombudsman Service (FOS).

The FOS will only consider Your complaint if You have given Us the opportunity to resolve it and You are a private policyholder, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. Please follow the steps below. If, however, We do not resolve Your complaint within 40 working days, the FOS will accept a direct referral.

Whilst We are bound by the decision of the FOS, You are not. Following the complaint procedure does not affect Your right to take legal action.

## What should I do?

The steps You should take if dissatisfied

### Step 1 Seek resolution by Your insurance adviser

If You are disappointed with any aspect of the handling of Your insurance We would encourage You, in the first instance, to contact the manager concerned. You can write or telephone, whichever suits You, and ask Your contact to review the problem.

### Step 2 Refer Your complaint to Our Chief Executive

If You remain unhappy with the decision You receive, please write with full details including policy number and/or claim number, to:

The Chief Executive  
Norwich Union Insurance  
Surrey Street  
Norwich  
NR1 3NS

A review of the matter will then be carried out at a senior level and a final decision given.

### Step 3 Refer Your complaint to the Financial Ombudsman Service

If after making a complaint to Us You are still unhappy and You feel the matter has not been resolved to Your satisfaction please contact the FOS at:

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

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the scheme if We cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

For compulsory classes of insurance, you are covered for 100% of the claim. For other classes of insurance you are covered for 100% of the first £2,000 of a claim and 90% of the remainder of the claim. There is no upper limit in either case.

Further information about compensation scheme arrangements is available from the FSCS.

# Policy Definitions

The words defined below will have the same meaning wherever they appear in bold capital letters within the Policy the Schedule the Appendices the Clauses the Endorsements and Extensions

## **Abandonment**

The inability of the INSURED to keep the EVENT open during the whole of the published period of that EVENT after its commencement

## **Ascertained net loss**

The NET PROFIT up to the Limit of Liability stated in the Schedule irrevocably lost solely and directly as a result of a CONTINGENCY occurring after deduction of all savings the INSURED is able to effect to mitigate the loss

## **Buildings**

the buildings at the VENUE are solely

- occupied by the INSURED for the EVENT
- constructed of brick stone concrete or other non-combustible materials and roofed with slates tiles concrete or other non-combustible materials

the property of the INSURED or for which the INSURED is responsible

## **Business hours**

Hours during which the INSURED a DIRECTOR a PARTNER or an EMPLOYEE is at the VENUE for the purposes of the EVENT

## **Cancellation**

The inability of the INSURED to open the EVENT

## **Computer and electronic equipment**

All computers, computer installations and systems, microchips, integrated Circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

## **Contingency**

The unavoidable CANCELLATION ABANDONMENT POSTPONEMENT CURTAILMENT RELOCATION or RESCHEDULING of the EVENT

## **Costs and expenses**

The monies paid or for which the INSURED is irrevocably liable up to the date of the occurrence of the CONTINGENCY directly in connection with the EVENT

## **Curtailment**

The inability of the INSURED to keep the EVENT fully open as published for the whole published period of the EVENT

## **Company/We/Us/Our**

The Insurer's stated in the Schedule

## **Cyber vandal**

The person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

## **Damage**

Accidental loss damage or destruction

**Data**

All information which is

- (1) electronically stored, or
- (2) electronically represented, or
- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data.

**Data storage materials**

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

**Denial of service attack**

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but 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 within, between or amongst networks.

**Director**

A director of the INSURED

**Employee**

A. any

- (1) person under a contract of service or apprenticeship with the INSURED
- (2) self-employed person labour only sub-contractor labour master or person supplied by any of them
- (3) person seconded to acquire work experience under a scheme or otherwise
- (4) person hired to or borrowed by the INSURED

whilst working for the INSURED in the course of the EVENT.

B. any helper or volunteer whether paid or unpaid whilst working for or assisting the INSURED in the course of the EVENT

**Excess**

The amount that will be deducted by the COMPANY from the total agreed amount of any claim (only one EXCESS will be deducted from the total amount of claims arising out of one event) after the application of any General Provision of Underinsurance

This definition will not apply to the Public and Products Liability Section and its Extensions which have Special Definitions

**Event**

The EVENT as stated in the Schedule

**Failure**

Any partial or complete reduction in the

- (1) performance, or
- (2) availability, or

(3) functionality, or

(4) the ability to recognise or process any date or time

of any

(a) Computer and Electronic Equipment

(b) electronic means of communication

(c) web site.

#### **Insured/You/Your/The Policyholder**

The person persons or corporate body named in the Schedule including

(1) the subsidiary companies of the INSURED notified to and accepted in writing by the COMPANY

(2) the legal personal representatives in the event of the INSUREDS death in respect of legal liability incurred by the INSURED

#### **Loss of data**

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

#### **Malicious Contingency**

(1) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.

(2) malicious persons other than thieves and Cyber Vandals.

#### **Money**

Coins bank and currency notes bankers drafts postal and money orders cheques Giro cheques bills of exchange cross warrants travellers cheques unused current postage stamps holiday with pay stamps National Insurance Stamps stamped holiday with pay cards stamped National Insurance cards National Savings Certificates Premium Bonds luncheon vouchers credit and debit card sales vouchers gift tokens consumer redemption vouchers trading stamps telephone cards travel cards unexpired units in franking machines and VAT purchases invoices

The INSUREDS own or for which the INSURED is responsible and pertaining to the EVENT

#### **Net profit**

REVENUE which the INSURED can prove to the satisfaction of the COMPANY would have been earned had the CONTINGENCY not occurred less all costs and expenses paid or which would have been payable in connection with the whole event and subject to allowances for trends or special circumstances which would have affected the EVENT

#### **Partner**

a partner of the INSURED

#### **Period of insurance**

From the effective date until the expiry date (both shown in The Schedule) or any subsequent period for which We accept payment for renewal of this policy.

#### **Postponement**

The inability of the INSURED to open the EVENT on the published opening day

#### **Principal**

Any public authority government body company firm organisation or person for whom the INSURED is undertaking a contract



### **Property**

Machinery plant trade utensils tools implements fixtures and fittings excluding COMPUTER EQUIPMENT office equipment and machinery excluding COMPUTER EQUIPMENT wines spirits cigarettes and tobacco for an amount not exceeding £500 in respect of any one loss COMPUTER EQUIPMENT and computer records for an amount not exceeding £500 in respect of any one loss stock and materials in trade work in progress and finished goods the property of the INSURED or for which the INSURED is responsible and if not otherwise insured used in connection with the EVENT

### **Proposal**

Any signed proposal form and declaration or any Risk Statement of Facts and any other information in connection with this insurance supplied by or on behalf of the INSURED

### **Relocation**

The unavoidable removal from the published VENUE of the insured EVENT to an alternative VENUE to avoid or mitigate a loss of REVENUE

### **Rescheduling**

CANCELLATION of an EVENT to an alternative date to avoid or mitigate a loss hereunder

### **Revenue**

The monies which the INSURED can prove to the satisfaction of the COMPANY would have been paid or payable to the INSURED directly in respect of the EVENT as box office gate receipts or income for services provided directly in connection with the EVENT had the CONTINGENCY not occurred subject to allowances for trends or special circumstances which would have affected the EVENT

### **Specified contingency**

- fire
- lightning
- explosion
- aircraft and other aerial devices or articles dropped from them
- earthquake
- storm or flood
- escape of water from any tank apparatus or pipe
- falling trees
- impact
- escape of fuel from any fixed oil heating installation

### **Territorial limits**

England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

This definition will not apply to the Employers Liability Section and the Public and products Liability Section and its Extensions which have Special Definitions

### **Schedule**

The document which specifies details of the Insured, the Venue, Property Insured and any Excesses, Endorsements and Conditions applying to the policy

### **Transit**

A journey for the conveyance of property including but not limited to MONEY to a destination

## Venue

The BUILDINGS and land used for the EVENT and situate as stated in the Schedule

This definition will not apply to the Employers Liability Section and the Public and Products Liability Section and its Extensions which have Special Definitions

## Virus or similar mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

## Notes to financial definitions

The following notes refer to any financial Definitions stated above

To the extent that the INSURED is accountable to the tax authorities for Value Added Tax all terms in this Insurance will be exclusive of such tax

For the purpose of these Definitions any adjustment implemented in current cost accounting will be disregarded

The amounts of the opening and closing stocks and work in progress will be arrived at in accordance with the INSURED'S normal accountancy methods due provision being made for depreciation

## General exclusions

Each Section of the Policy contains exceptions. They must be read in conjunction with the following Policy Exceptions which apply to all Sections unless otherwise stated.

We will not provide indemnity in respect of

### **(1) Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event**

- (a) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
- (b) nationalisation, confiscation, requisition, seizure or destruction by any government or any public authority
- (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

However,

- (1) exceptions (1) (a) (b) and (c) do not apply to the following Sections, when insured by this policy
  - (a) Terrorism
  - (b) Employers' Liability.
- (2) exception (1) (b) does not apply to the following Sections, when insured by this policy
  - (a) Public and Products Liability.

### **(2) Death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability**

- (a) directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- (b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon

- (i) dispersing radioactive material and/or ionising radiation

or

- (ii) using atomic or nuclear fission and/or fusion or other like reaction.

However,

- (1) exception (2) (b) does not apply to the following Sections, when insured by this Policy
  - (a) Employers' Liability
  - (b) Public and Products Liability.
- (2) in relation to the Employers' Liability Section, exception (2)(a) only applies when You under a contract or agreement have undertaken to
  - (a) indemnify another party
  - (b) assume the liability of another party
- (3) exceptions (2) (a) and (b) do not apply to the following Sections, when insured by this policy
  - (a) Terrorism.

**(3) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event**

- (a) Terrorism
- (b) civil commotion in Northern Ireland but this shall only apply to the all Risks and Business Interruption Sections when insured by this policy.
- (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above

except as stated in Special Provisions – Terrorism below

Terrorism is defined as any act or acts including, but not limited to

- (i) the use or threat of force and/or violence  
and/or
- (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means  
caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with 3(a) and 3(c) regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specified limit of liability) You will have to prove that any such consequence is covered (or is covered beyond that limit of indemnity)

#### **Special Provisions - Terrorism**

Subject otherwise to the terms, conditions and exceptions of the policy

- (a) Exceptions (3)(a) and (3)(c) do not apply to the
  - (i) Employers Liability Section but the Limit of Indemnity for the purposes of Special Provision (a) – Terrorism is limited to £5,000,000 including costs and expenses in any one Period of Insurance.
  - (ii) Public and Products Liability Section but the Limit of Indemnity for the purposes of Special Provision (a) – Terrorism is limited to £2,000,000 or any other amount specified in the Schedule for Public and Products Liability whichever is the lower in any one Period of Insurance.
- (b) Exceptions (3)(a) and (3)(c) do not apply to the Terrorism Section, when insured under this policy.

- (4)** (a) Money
- (b) securities or bonds
  - (c) jewellery or precious stones
  - (d) precious metals or bullion
  - (e) furs or curios
  - (f) rare books or works of art
  - (g) goods held in trust or on commission
  - (h) documents or manuscripts
    - (i) business books or computer system records
  - (j) explosives
  - (k) property in transit
- unless specifically mentioned.

However, exceptions (4) (a) to (k) do not apply to the following Sections, when insured by this policy

- (1) Terrorism
- (2) Employers' Liability
- (3) Public and Products Liability.

**(5) Loss, destruction or damage directly caused by pressure waves from aircraft or other aerial devices**

**(6) Any claim which arises directly or indirectly from or consists of the failure or inability of any**

- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
- (b) media or systems used in connection with anything referred to in (a) above

whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

- (1) We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section

- (a) All Risks
- (b) Money and Assault.

- (2) exceptions (6) (a) and (b) do not apply to the following Sections, when insured by this policy

- (a) Terrorism
- (b) Employers' Liability

## Definition

The following definition only applies to this exception

### Defined Contingency

Fire, lightning, explosion, aircraft and other aerial devices or articles dropped from them, 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, impact by any road vehicle or animal, or theft.

### **(7) any claim (other than in respect of Personal Injury as defined under the Public and Products Liability Section) arising directly or indirectly from, or in connection with, or consisting of**

- (a) Loss of Data.

However, We will not exclude any claim arising directly or indirectly from, or in connection with, or consisting of Loss of Data, which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such claim is insured under that Section

- (i) All Risks
- (ii) Money and Assault

Exception (7)(a) does not apply to the Public and Products Liability Section, when insured by this policy.

(b) any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with: Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

However, We will not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than Computer and Electronic Equipment and Data Storage Materials, which is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section

- (i) All Risks
- (ii) Money and Assault

Exceptions (7) (a) and (b) do not apply to the following Sections, when insured by this policy

- (1) Terrorism
- (2) Employers' Liability

## General exclusions

### **(8) Excluded Property and Contingencies**

loss damage or destruction to property or liability or contingencies more specifically insured by any other Policy or security

### **(9) Fines or Penalties**

the cost of fines penalties punitive exemplary aggravated liquidated and multiple damages

### **(10) Fraud**

- (a) loss damage or destruction by fraud forgery or deception
- (b) theft or any attempt thereof in which any DIRECTOR PARTNER EMPLOYEE or any member of the INJURED family is concerned as principal or accessory

# Policy Conditions

Each Section of the policy contains conditions. They must be read in conjunction with the following Policy Conditions which apply to all Sections unless otherwise stated.

## (1) Alteration of Risk

We will at Our option avoid the policy from the inception of this insurance where

- (a) there has been any alteration to the Property Insured and/or The Premises and/or the Venue after the effective date of this insurance which increases the risk of loss, liability, destruction, damage, accident or injury

or

- (b) Your interest ceases except by will or operation of law

unless We have accepted the alteration.

## (2) Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be appointed in accordance with statutory provisions.

## (3) Cancellation

We may cancel the policy

- (a) by sending You 30 days written notice to Your last known address

We will refund a proportionate part of the premium paid for the unexpired period.

- (b) immediately if the premium has not been paid or if there has been a default under an instalment or linked credit agreement.

We will not refund any instalment paid.

## (4) Claims Procedure

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) tell Us immediately of any event or occurrence which may result in a claim.
- (b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.
- (c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury including the amount of the claim within
  - (i) 30 daysor
  - (ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons

of You becoming aware of the event or occurrence, or such further time that We may allow.

- (d) provide Us with all information and help We require in respect of the claim.
- (e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.
- (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.
- (g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.



## **(5) Contribution**

### **Applicable to Employers' Liability Section and Public and Products Liability Section**

- (a) If the insurance provided by these Sections is also covered by another (or would be but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

### **Applicable to all other Sections insured by this policy**

- (b) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss.
- (c) If the other insurance is subject to a condition of Average and this policy is not, this policy will become subject to the same condition of Average.
- (d) If the Property covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

## **(6) Discharge of Liability**

We may at any time pay

- (a) the Limit of Indemnity

or

- (b) the Sum Insured

or

- (c) a smaller amount for which a claim can be settled.

after deduction of any sum already paid.

We will not be liable for any further payment except for costs and expenses incurred prior to the payment of the claim with Our consent.

## **(7) Fraud**

We will at Our option avoid the policy from the inception of this insurance or from the date of the claim or alleged claim, or avoid the claim

- (a) if a claim made by You or anyone acting on Your behalf to obtain a policy benefit is fraudulent or intentionally exaggerated, whether ultimately material or not

or

- (b) a false declaration or statement is made or fraudulent device put forward in support of a claim.

## **(8) Identification**

The policy and The Schedule will be read as one contract.

## **(9) Non Disclosure, Misrepresentation or Misdescription**

The policy is voidable if there has been any misrepresentation, misdescription or failure to disclose any material fact by You or anyone acting for You.

## **(10) Our Rights**

If loss, destruction or damage occurs which may lead to a claim We may

- (a) enter or take possession of the building or premises

- (b) take possession of, or require to be delivered to Us, Property Insured which we will deal with in a reasonable manner

without incurring liability or reducing Our rights.

We will not provide indemnity for loss, destruction or damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements
- (ii) hinder or obstruct Us.

You are not entitled to abandon property to Us.

#### **(11) Reasonable Precautions**

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) maintain the Venue, machinery, plant and equipment in a satisfactory state of repair.
- (b) take all reasonable precautions to prevent
  - (i) loss or destruction of or damage to the Property
  - (ii) accident or injury to any person or loss, destruction or damage to their property.
- (c) comply with all legal requirements and safety regulations and conduct the Venue in a lawful manner.
- (d) keep books with a complete record of purchases and sales.

#### **(12) Reinstatement**

When We decide, or are required to reinstate or replace any property You will, at Your expense, provide any

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of any one item is the Limit of Indemnity or the Sum Insured for that item.

#### **(13) Subrogation**

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- (a) enforce a right or remedy
- or
- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

#### **(14) Subjectivity**

The policy, the application form, statement of fact and/or declaration made by You, and The Schedule, should be read together and form the contract of insurance between You, The Insured, and Us (the Insurer's stated in the Schedule).



- (a) We will clearly state in the Schedule if the Cover provided by the policy is subject to You:
  - (i) providing Us with any additional information requested by the required date(s),
  - (ii) completing any actions agreed between You and Us by the required date(s),
  - (iii) allowing Us to complete any actions agreed between You and Us.
- (b) If required by Us, You must allow us access to Your Premises to carry out survey(s), within 60 days of the inception or renewal date, unless we agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at our option:

- (i) modify Your premium,
- (ii) issue a mid-term amendment to Your policy or Section terms and Conditions,
- (iii) require You to make alterations to the Premises insured by the required date(s),
- (iv) exercise Our right to cancel Your policy,
- (v) leave the policy or Section terms and Conditions, and Your premium, unaltered.

We will contact You with Our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction.

In the event that the matter cannot be resolved:

- (i) You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.
- (ii) We may, at Our option, exercise Our right under Policy Condition **(3) Cancellation**.

Except where stated all other policy and Section terms and Conditions will continue to apply.

The above conditions do not affect Our right to void the policy if We discover information material to our acceptance of the risk. Please refer to the IMPORTANT note within The Contract of Insurance page of Your policy booklet.



# Public & Products Liability

## Special Definitions

The words defined below will have the same meaning wherever they appear in bold capital letters in this Section

### **Airside**

those parts of Airport and/or Airfield premises to which the public and/or passengers do not have free and/or authorised access

### **Asbestos**

Asbestos, asbestos fibres or any derivatives of asbestos.

### **Excess**

the amount that will be deducted by the COMPANY from the total amount of each and every claim other than claims relating to INJURY for which there is no EXCESS

### **Injury**

bodily injury death illness disease or shock causing bodily injury

### **North America**

- (1) the United States of America and Canada
- (2) any territory
  - (i) within their jurisdiction
  - (ii) having a reciprocal enforcement arrangement with them

### **Offshore**

as from the time when the INSURED DIRECTORS PARTNERS or EMPLOYEES or any other person or persons for whom the INSURED may be responsible embark onto a conveyance at the point of final departure to an offshore rig offshore platform or offshore installation until such time as they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform or an offshore installation

### **Physical Loss**

physical loss of or physical damage to material property

**Pollution**

- (1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere
- and
- (2) all loss, bodily injury death illness disease Physical Loss or physical damage to material property directly or indirectly caused by such pollution or contamination

**Venue**

the buildings and land used for the EVENT

**Product**

goods or other material property sold supplied delivered installed erected processed repaired altered treated or tested by or on behalf of the INSURED in the course of the EVENT and not within the custody of the INSURED

**Territorial Limits**

- (1) England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man
- (2) any other member country of the European Community
- (3) or elsewhere in the world other than NORTH AMERICA and in respect of INJURY or PHYSICAL LOSS caused by or arising from
  - (i) clerical administrative and other non manual activities of the INSURED DIRECTOR PARTNER or EMPLOYEE normally employed within the territories specified in (1) of this Special Definition and occurring during any temporary visit made in connection with the BUSINESS
  - (ii) any PRODUCT

**Bona Fide Subcontractors**

any person persons Company firm or organisation providing services or products at or for the EVENT

**Hazardous Activities**

any activity which involves an increase in the risk of INJURY or PHYSICAL LOSS including but not limited to

- i) firearms or archery
- ii) fireworks
- iii) mechanical rides or fairground rides
- iv) inflatable devices (including bouncy castles)
- v) bungee running or bungee jumping
- vi) quad bikes go-karts or any motorised activity

## The Insurance

The COMPANY will indemnify the INSURED against all sums which the INSURED becomes legally liable to pay as compensatory damages and claimants costs and expenses arising out of accidental

- (a) INJURY to any person
- (b) PHYSICAL LOSS
- (c) obstruction trespass nuisance  
wrongful arrest or interference  
with any right of way light air or water

occurring in connection with the EVENT during the Period of Insurance at the VENUE and elsewhere within the TERRITORIAL LIMITS

## Limit of Indemnity

The maximum liability of the COMPANY in respect of all indemnity payable under The Insurance and Extensions of this Section in respect of or arising out of any one occurrence or series of occurrences attributable to one original cause or source will not exceed in the aggregate the Limit of Indemnity stated in the Schedule

Provided that the liability of the COMPANY for all indemnity payable in respect of or arising out of PRODUCTS will not exceed the Limit of Indemnity stated in the Schedule in any one Period of Insurance

## Section Exclusions

These apply in addition to the other Exclusions in this Section and the General Exclusions

The COMPANY will not be liable for

- (a) liability for INJURY to any
  - (i) DIRECTOR PARTNER or EMPLOYEE where such INJURY arises out of and in the course of employment by the INSURED
  - (ii) helper or volunteer whether paid or unpaid where such injury arises out of or in the course of employment or out of assisting or helping the INSURED
- (b) loss of or damage to material property
  - (i) in the custody or control of or owned by the INSURED DIRECTOR PARTNER or any EMPLOYEE
  - (ii) being worked on by the INSURED or any other person on the INSUREDS behalf if loss or damage is as a direct result of such workother than
  - (a) personal effects of DIRECTORS PARTNERS EMPLOYEES or visitors
  - (b) buildings including their contents temporarily occupied by the INSURED for the purpose of carrying out work therein or thereon
- (c) liability arising out of the ownership possession or use of any
  - (i) mechanically propelled vehicle including anything attached to it
    - used in circumstances where insurance or security is required by law
    - where indemnity is provided by any other policy or security
  - (ii) craft intended to travel through air or space or other aerospace device
  - (iii) hovercraft and watercraft other than non mechanically propelled craft less than 9 metres in length which are used on inland waters
- (d) liability arising out of advice design formula plan or specification given separately for a fee or other remuneration by the INSURED or by anyone on the INSUREDS behalf
- (e) liability arising out of any work AIRSIDE by the INSURED DIRECTOR PARTNER and/or EMPLOYEE of the



INSURED and/or any other persons for whom the INSURED may be responsible

- (f) the costs or expenses incurred in recalling repairing reconditioning replacing testing or remarketing any PRODUCT or in rectifying defective workmanship or the replacement cost of any PRODUCT
- (g) liability arising from PRODUCTS known to be for use in craft intended to travel through air or space or other aerospace device
- (h) liability arising out of or in connection with HAZARDOUS ACTIVITIES unless such activities
  - i) have been notified to and accepted by the COMPANY
  - ii) are operated managed and supervised by BONA FIDE SUB CONTRACTORS which have in force Public Liability Insurance in compliance with the BONA FIDE SUB CONTRACTORS Condition
- (i) liability assumed under contract or agreement where such liability would not have arisen in the absence of such contract or agreement
- (j) liability in respect of 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 will be deemed to have happened at the time such incident takes place.

- (k) liability arising out of any work undertaken and/or visit OFFSHORE
- (l) any liability of whatsoever nature arising out of
  - (i) exposure to
  - (ii) inhalation of
  - (iii) fears of the consequences of exposure to or inhalation of
  - (iv) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos including any product containing Asbestos.

- (m) any liability of whatsoever nature arising out of mould or toxic mould
- (n) any liability for INJURY or PHYSICAL LOSS caused by any visitor or participant in the EVENT
- (o) any liability for INJURY caused by any visitor or participant to another visitor or participant whilst participating in a sporting event or any other activity
- (p) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from the effects of alcoholic drinks illegal drugs or illegal substances
- (q)
  - (i) liquidated damages
  - (ii) penalty clauses
  - (iii) fines
  - (iv) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (r) the EXCESS specified in the Schedule

# Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the front of this booklet).

## **1. Bona Fide sub contractors condition**

It is a condition precedent to the liability of the COMPANY that

- i) all BONA FIDE SUB CONTRACTORS engaged by the INSURED or providing services at the EVENT shall have in force a current Public Liability Insurance policy valid for the entirety of the EVENT covering all the activities or services which are being provided with a minimum Limit of Indemnity of £2,000,000, and
- ii) such Public Liability Insurance shall include an Indemnity to Principal Extension, and
- iii) in respect of any BONA FIDE SUB CONTRACTOR engaged in providing managing or supervising HAZARDOUS ACTIVITIES the INSURED shall obtain and retain documentary evidence that such Public Liability Insurance policy is in force and meets all the requirements of this Condition

## **2. Suspension of Cover**

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all our liability that might otherwise arise from such defect or danger.

# Extensions

The COMPANY will also indemnify the INSURED as provided in The Insurance of this Section for such legal liability

## 1. Contingent Motor Liability

arising out of the use of any motor vehicle not belonging to or provided by the INSURED but being used by an EMPLOYEE in connection with the EVENT

### SECTION EXCLUSIONS

These apply in addition to the Section Exclusions and the General Exclusions

The COMPANY will not be liable

- (i) for loss of or damage to such motor vehicle or property conveyed therein or thereon
- (ii) for INJURY or PHYSICAL LOSS arising while such vehicle is being driven by the INSURED or PARTNER
- (iii) if indemnity is available under any other insurance or security
- (iv) for INJURY or PHYSICAL LOSS occurring outside England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

## 2. Contractual Liability

assumed under contract or agreement provided that full conduct and control of all claims is vested in the COMPANY

### SECTION EXCLUSIONS

These apply in addition to the Section Exclusions and the General Exclusions

The COMPANY will not be liable

- (i) for physical loss or physical damage to contract works in respect of which the INSURED is required to effect insurance under the terms of any contract or agreement
- (ii) for liability arising out of the execution of contract work other than liability assumed under a contract or agreement with a PRINCIPAL and only to the extent of liability for acts or omissions of the INSURED or his sub-contractors
- (iii) for liability arising from PRODUCTS

## 3. Defective Premises Act 1972

arising from solely by reason of Section 3 of The Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with premises previously owned or leased by the INSURED for purposes pertaining to the EVENT and since disposed of by the INSURED

### SECTION EXCLUSIONS

These apply in addition to the Section Exclusions and the General Exclusions

The COMPANY will not be liable for INJURY or PHYSICAL LOSS

- (i) happening prior to the disposal of the premises
- (ii) to the premises disposed of

## 4. Indemnity to Principal

any PRINCIPAL for such legal liability arising out of work carried out by the INSURED under a contract or agreement Provided that

- (a) an indemnity would have been provided under this Section had the claim been made against the INSURED
- (b) the PRINCIPAL complies with and is subject to all terms and conditions and exclusions in this Policy in so far as they can apply
- (c) the full conduct and control of all claims is vested in the COMPANY

## 5. Leased Hired or Rented Premises

the INSURED against all sums which the INSURED becomes legally liable to pay as compensatory damages and claimants costs and expenses arising out of physical loss of or physical damage to premises leased hired or rented to the INSURED for the purpose of the EVENT occurring during the Period of Insurance

Provided that the liability of the COMPANY will not exceed the Limit of Indemnity as stated in the Schedule

### SECTION EXCLUSIONS

These apply in addition to the Section Exclusions and the General Exclusions

The COMPANY will not be liable for

- (i) The EXCESS of £250 of such PHYSICAL LOSS caused otherwise than by fire or explosion
- (ii) liability assumed by the INSURED under a tenancy or other agreement which would not have attached in the absence of such an agreement

## 6. North America

For such INJURY or PHYSICAL LOSS occurring within NORTH AMERICA caused by or arising from

- (a) clerical administrative or other non-manual activities of any DIRECTOR PARTNER or EMPLOYEE normally employed within England Scotland Wales Northern Ireland the Channel Islands or the Isle of Man
- (b) any PRODUCT not known by the INSURED to be for use in or supply to NORTH AMERICA

Provided that

the liability of the COMPANY in respect of all compensatory damages payable together with

- (i) costs and expenses recoverable from the INSURED by any claimant
- (ii) all costs and expenses incurred with the COMPANYS written consent

will not exceed the Limit of Indemnity as stated in the Schedule

## 7. Overseas Personal Liability

- (1) the INSURED or any DIRECTOR PARTNER or EMPLOYEE
- (2) any member of the INSURED DIRECTORS PARTNERS or EMPLOYEES family accompanying them

against all sums which they become legally liable to pay as compensatory damages and claimants costs and expenses arising out of accidental

- (a) INJURY to any person
- (b) PHYSICAL LOSS

occurring during the Period of Insurance within the territories stated in (2) and (3) of the TERRITORIAL LIMITS during temporary visits in connection with the EVENT

Provided that

- (i) the conduct and control of all claims is vested in the COMPANY
- (ii) any person entitled to indemnity under this Extension complies with and is subject to all terms conditions and exclusions in this Policy in so far as they can apply
- (iii) the liability of the COMPANY will not exceed the Limit of Indemnity as stated in the Schedule

The COMPANY will not be liable for

- (i) for liability arising from
  - (a) any business profession or trade



- (b) ownership or occupation of land or buildings
  - (c) ownership possession or use of firearms (other than sporting guns) mechanically propelled vehicles and anything attached to the craft intended to travel through air or space hovercraft watercraft (other than non mechanically propelled craft less than 9 metres in length used on inland waters) or animals (other than pet domestic animals)
  - (d) party held in trust
  - (e) INJURY to the INSURED DIRECTOR PARTNER or EMPLOYEE or any member of the INSURED DIRECTORS PARTNERS or EMPLOYEES family
- (ii) for liability more specifically insured
- (iii) for liability arising under contract or agreement unless the liability would have arisen in the absence of such contract or agreement

**8. Tool of Trade**

the INSURED for such legal liability arising out of the ownership or use of mechanically propelled plant whilst such plant is being used as a tool trade

**SECTION EXCLUSIONS**

These apply in addition to the Section Exclusions and the General Exclusions

- The COMPANY will not be liable
- (i) for liability where insurance or security is required by law
  - (ii) if indemnity is available under any other insurance or security

The insurance provided by this Section is Extended as described below

# Additional Benefits

The insurance provided by this Section is Extended as described below

## 1. Cross Liabilities

If this Policy is issued in the joint names of more than one INSURED The COMPANY will indemnify each of them as though a separate policy has been issued to each of them

### SECTION EXCLUSIONS

These apply in addition to the Section Exclusions and the General Exclusions

The COMPANY will not be liable for

in the aggregate for any amount in excess of the Limit of Indemnity as stated in the Schedule

## 2. Legal Costs and Expenses

The COMPANY will pay legal costs and expenses incurred with its prior written consent for

- (a) representation at any coroners inquest or inquiry in respect of any death
- (b) defending in any court of summary jurisdiction of any proceedings in respect of any act or omission relating to any event

which may be the subject of indemnity Under this Section

## 3. Legal Defence Costs

The COMPANY will be liable for all legal costs and expenses incurred with its prior written consent in respect of the defence of

- (a) the INSURED
- (b) at the INSURED'S request any DIRECTOR PARTNER or EMPLOYEE

against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

- 1 (a) the Health and Safety at Work etc Act 1974  
(b) the Health and Safety at Work (Northern Ireland) order 1978
- 2 Part II of the Consumer Protection Act 1987
- 3 Sections 7 & 8 of the Food Safety Act 1990

Provided that the offence under the legislation is alleged to have been Committed during the Period of Insurance in connection with the EVENT

### SECTION EXCLUSIONS

These apply in addition to the Section Exclusions and the General Exclusions

The COMPANY will not be liable for

for legal costs and expenses

- (i) where indemnity is provided by any other insurance
- (ii) arising out of any deliberate act or omission by the INSURED or any DIRECTOR PARTNER or EMPLOYEE

## 4. Court Attendance Compensation

In the event of any of the undermentioned persons attending court as a witness at the request of the COMPANY in connection with a claim in respect of which the INSURED is entitled to indemnity under this Section the COMPANY will provide compensation to the INSURED at the following rates per day for each day on which attendance is required



(a) any DIRECTOR or PARTNER  
£100

(b) any EMPLOYEE  
£50

#### **5. Data Protection Act 1998**

The COMPANY will indemnify the INSURED against legal liability to pay compensation for damage or distress under the provisions of Section 13 of Part II of the Data Protection Act 1998

Provided that

- (a) the act or omission from which liability arises is committed during the Period of Insurance in connection with the EVENT
- (b) the INSURED is correctly registered in accordance with the requirements of the Data Protection Act 1998 or has applied for such registration and that registration has not been refused or withdrawn

#### **SECTION EXCLUSIONS**

These apply in addition to the Section Exclusions and the General Exclusions

The COMPANY will not be liable for

- (i) liability arising from
  - (a) the processing of sensitive data
  - (b) the processing of data for reward
  - (c) the determining of the financial status of a person
  - (d) a deliberate act or omission by the INSURED or a DIRECTOR or PARTNER or EMPLOYEE from which liability could reasonably be expected by the INSURED or a DIRECTOR or PARTNER or EMPLOYEE having regard to the nature and circumstances of such act or omission
  - (e) an agreement which would not have attached in the absence of such agreement
- (ii) any amount in excess of the Limit Indemnity stated in the Schedule
- (iii) any costs of replacing reinstating rectifying destroying or erasing any data

#### **6. Indemnity to Others**

At the request of the INSURED the COMPANY will indemnify

- (a) any DIRECTOR PARTNER or EMPLOYEE
- (b) any officer member or EMPLOYEE of the INSUREDS social sports or welfare organisation or first aid fire or ambulance services
- (c) the owner of plant hired to the INSURED under Contractors Plant Association conditions only so far as may be required by those conditions but not in respect of any liability which is required to be insured under any road traffic legislation

Provided that

- (i) the INSURED would have been entitled to indemnity under this Section if the claim had been made against the INSURED
- (ii) the full conduct and control of all claims is vested in the COMPANY
- (iii) such person is not entitled to indemnity under any other insurance



# Employers Liability

## Special Definitions

The words defined below will have the same meaning wherever they appear in bold capital letters in this Section and the Schedule and the Clauses to the Section

### **Injury**

bodily injury death illness disease or shock causing bodily injury

### **Offshore**

as from the time when the INSURED DIRECTORS PARTNERS or EMPLOYEES or any other person or persons for whom the INSURED may be responsible embark onto a conveyance at the point of final departure to an offshore rig offshore platform or offshore installation until such time as they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform or an offshore installation

### **Premises**

the buildings and land used for the EVENT

### **Territorial Limits**

- (1) England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man
- (2) elsewhere in the world in respect of INJURY arising out of and in the course of employment by the INSURED in connection with the EVENT sustained by a DIRECTOR or EMPLOYEE normally employed within the territories specified in (1) of this Special Definition whilst working temporarily outside such territories



### **The Insurance**

The COMPANY will indemnify the INSURED against all sums which the INSURED becomes legally liable to pay as compensatory damages and claimants costs and expenses in respect of INJURY sustained by a DIRECTOR or EMPLOYEE arising out of and in the course of employment by the INSURED within the TERRITORIAL LIMITS in connection with the EVENT during the Period of Insurance

The COMPANY will also pay for legal costs and expenses incurred with its prior written consent

- (a) in defence of any claims
- (b) for representation at any coroners inquest or inquiry in respect of any death

which may be the subject of indemnity under this section

### **Limit of Liability**

The maximum liability of the COMPANY payable under The Insurance and Extensions of this Section inclusive of all costs and expenses shall be the Limit of Liability stated in the Schedule to the Employers Liability Section in respect of any one claim against the INSURED or series of claims against the INSURED arising out of one occurrence

### **Section Exclusions**

These apply in addition to the other Exclusions in this Section and the General Exclusions

The COMPANY will not be liable

- (a) to pay compensation to an EMPLOYEE or DIRECTOR for INJURY sustained when the EMPLOYEE or DIRECTOR is carried in or on a vehicle or entering or getting onto or alighting from a vehicle in circumstances where any road traffic legislation requires compulsory insurance or security covering that risk
- (b) for liability arising out of any work undertaken and/or visit OFFSHORE
- (c)
  - (i) liquidated damages
  - (ii) penalty clauses
  - (iii) fines
- (iv) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.

# Extensions

The insurance provided by this Section is extended as described below

## **1. Indemnity to Principal**

The COMPANY will also indemnify as provided in The Insurance of this Section any PRINCIPAL for such legal liability arising out of work carried out by the INSURED under a contract or agreement provided that

- (a) an indemnity would have been provided under this Section had the claim been made against the INSURED
- (b) the PRINCIPAL complies with and is subject to all terms conditions and exclusions in this Policy in so far as they can apply
- (c) the full conduct and control of all claims is vested in the COMPANY



# Additional Benefits

## 1. Health and Safety at Work etc. Act – Legal Defence Costs

The COMPANY will be liable for all costs and expenses incurred with its prior written consent in respect of the defence of

- (a) the INSURED
- (b) at the INSUREDS request any DIRECTOR PARTNER or EMPLOYEE

against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

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

Provided that the offence under such legislation is alleged to have been committed during the Period of Insurance in connection with the EVENT and that the COMPANY shall not be liable for any fines or penalties imposed as a consequence of such prosecution or for any prosecution costs

## 2. Court Attendance Compensation

In the event of any of the undermentioned persons attending court as a witness at the request of the COMPANY in connection with a claim in respect of which the INSURED is entitled to indemnity under this Section the COMPANY will provide compensation to the INSURED at the following rates per day for each day of attendance

- (a) any DIRECTOR or PARTNER £100
- (b) any EMPLOYEE £50

### Conditions

The following condition applies to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet).

### Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all our liability that might otherwise arise from such defect or danger.



# All Risks

## Special Definitions

The words defined below will have the same meaning wherever they appear in bold capital letters in this Section.

### **Defined Contingency**

fire

lightning

explosion

aircraft and other aerial devices or articles dropped from them

riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances

malicious persons other than thieves

earthquake

storm or flood

escape of water from any tank, apparatus or pipe

falling trees

impact

escape of fuel from any fixed oil heating installation



## The Insurance

In the event of DAMAGE of the Property Insured described in the Schedule the COMPANY will pay to the INSURED the amount of loss as stated in the Basis of Settlement

## Section Exclusions

These apply in addition to the General Exclusions

The COMPANY will not be liable for

- (a) the EXCESS specified in the Schedule
- (b) DAMAGE caused by or consisting of
  - (i) wear tear deterioration moths insects vermin scratching rust corrosion rot mould fungus shrinkage evaporation loss of weight dampness dryness or any other gradually operating cause
  - (ii) any process of cleaning dyeing repairing or restoring
  - (iii) overwinding or mechanical or electrical breakdown or failure
  - (iv) use contrary to manufacturers instructions
  - (v) frost or change in the water table level
  - (vi) change in temperature colour flavour texture or finish
- (c) DAMAGE by Theft or attempted Theft whilst the VENUE is closed or unattended by EVENT EMPLOYEES or overnight unless
  - (i) involving entry to or exit from BUILDINGS by forcible and violent means (other than in respect of temporary outbuildings and portable structures)
  - (ii) from or by actual or threatened assault and violence
  - (iii) in respect of temporary outbuildings and portable structures involving entry to or exit from the VENUE by forcible and violent means
- (d) DAMAGE in respect of moveable property in the open by Storm or Flood other than in respect of marquees tents other portable buildings and structures
- (e) loss from an unattended conveyance unless
  - (i) all doors windows and other openings of such conveyance are closed properly fastened and securely locked
  - (ii) all keys are removed from the conveyance
  - (iii) any immobiliser cut out steering lock or alarm is correctly set to operate
  - (iv) entry or access to the conveyance has been effected by forcible and violent means and
  - (v) the Property Insured is placed out of view from the exterior of the vehicle
- (f) any DAMAGE unless occurring within the TERRITORIAL LIMITS
- (g) Damage caused by pollution or contamination other than in respect of Damage, not otherwise excluded, caused by
  - (i) pollution or contamination which results from a Defined Contingency
  - (ii) a Defined Contingency which results from pollution or contamination
- (h) Damage caused by or consisting of
  - (i) acts of fraud or dishonesty
  - (ii) disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error

(i) consequential loss or damage

(j) Damage to Money.

# Basis of Settlement

## The COMPANY will pay the cost of reinstatement being

- (i) where the property is lost or destroyed the cost of its replacement by similar property
- (ii) where the property is damaged the cost of repairing or restoring the damaged portions to a condition substantially the same as but not better or more extensive than its condition when new

The undernoted provisions apply

- (1) Partial Damage  
Where DAMAGE occurs to only part of the property the COMPANYS liability will not exceed the amount which the COMPANY would have been liable to pay had the property been wholly destroyed
- (2) Reinstatement on Another Site  
The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the INSURED provided that it does not increase the COMPANYS liability
- (3) The COMPANYS liability will be limited to the value of the property at the time of its loss or destruction or the amount of the damage
  - (i) until the cost of reinstatement has actually been incurred
  - (ii) if the work of reinstatement is not carried out as quickly as is reasonably practicable
  - (iii) if at the time of its DAMAGE the property is covered by any other insurance effected by or on behalf of the INSURED and such other insurance is not on the identical basis of reinstatement

## General Provision

### Underinsurance

If at the time of the DAMAGE the Sum Insured by the relevant Item is less than eighty-five per cent of the cost of the reinstatement of the Item the amount otherwise payable by the COMPANY will be proportionately reduced

# Special Conditions

## 1. Hired Equipment

It is a condition precedent to the liability of the COMPANY that all Property Insured hired by the INSURED be inspected prior to acceptance and that such hired property be subsequently returned to authorised officials of the hiring company

## 2. Continuing Hire Charges

In the event of DAMAGE of the Property Insured described in the Schedule the COMPANY will indemnify the INSURED in respect of continuing hiring charges for which the INSURED is responsible under conditions of hire provided that the COMPANYS liability for such continuing hiring charges shall not exceed £10,000 in respect of any one claim

## 3. Intruder Alarm System

For the purpose of this Additional condition the following definitions apply

### Intruder Alarm System

An electrical installation to detect and indicate the presence, entry or attempted entry of an intruder into Protected Premises.

### Protected Premises

The Premises or those portions of The Premises protected by the Intruder Alarm System.

### Responsible Person

You or any person authorised by You to be responsible for the security of The Premises.

### Keyholder

You or any person or keyholding company authorised by You who must be available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm System, attend, and allow access to The Premises.

If in relation to any claim for loss or damage caused by theft or attempted theft involving entry or exit from The Premises by forcible or violent means, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

While The Premises are unattended You must ensure that

- (1) The Premises are protected by an Intruder Alarm System and means of communication used to transmit signals from such an Intruder Alarm System designed, installed and maintained as agreed by Us.
- (2) the Protected Premises must not be left without at least one Responsible Person in attendance unless We agree otherwise:
  - (i) unless the Intruder Alarm System is set in its entirety with all means of communication used to transmit signals in full operation
  - (ii) if the police have withdrawn their response to alarm calls.

unless we agree otherwise.

- (3) in the event of notification of any activation of the Intruder Alarm System or interruption of any of the means of communication during any period that the Intruder Alarm System is set, a Keyholder shall attend The Premises as soon as reasonably possible, in order to confirm the security of The Premises and reset the Intruder Alarm System in its entirety. If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a Keyholder must remain at The Premises unless We agree otherwise in writing.
- (4) You shall advise Us as soon as possible, and in any event not later than 10.00am on Our next working day,
  - (i) that police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed;
  - (ii) of notice from a Local Authority or Magistrate imposing any requirement for abatement of nuisance;



(iii) that the Intruder Alarm System and the means of communication used to transmit signals from such installation cannot be returned to or maintained in full working order;

and You must comply with any of Our subsequent requirements.

(5) no alteration or substitution of

- (i) any part of the Intruder Alarm System;
- (ii) the structure of The Premises or changes to the layout of The Premises which would affect the effectiveness of the Intruder Alarm System;
- (iii) the means of communication used to transmit signals from the Intruder Alarm System;
- (iv) the procedures agreed with Us for police or any other response to any activation of the Intruder Alarm System;
- (v) the maintenance contract;

shall be made without Our written agreement.

(6) You and each Keyholder must maintain secrecy of codes and security of keys and setting/unsetting devices for the operation of the Intruder Alarm System. All keys and other setting/unsetting devices for the Intruder Alarm System must be removed from The Premises when they are left unattended.

(7) The Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or other such company, as agreed by Us.

(8) You must appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company contracted to maintain the Intruder Alarm System, and with the police if they so require.



# Money

## The Insurance

The COMPANY will indemnify the INSURED up to the Limits of Liability stated in the Schedule for DAMAGE to

- 1 MONEY at the residence of the INSURED or any authorised EMPLOYEE
- 2 MONEY at the VENUE out of BUSINESS HOURS within a securely locked BUILDING
  - (a) not contained in locked safe or strongroom
  - (b) contained in locked safe or strongroom
- 3 MONEY
  - (a) in TRANSIT
  - (b) at the VENUE during BUSINESS HOURS
  - (c) at sites of contract during BUSINESS HOURS
  - (d) in a bank night safe
- 4 MONEY on the person (Personal Carrying Limit)
- 5 Cheques Girocheques bankers drafts money orders postal orders any of which are crossed used National Insurance stamps National Savings certificates credit card sales vouchers and VAT purchase invoices

## Section Exclusions

These apply in addition to the General Exclusions

The COMPANY will not be liable for

- (a) any DAMAGE not within the TERRITORIAL LIMITS except as stated in Extension 3 of this section
- (b) depreciation shortages errors omissions or direct or indirect consequential loss of any kind



- (c) DAMAGE arising from theft fraud or dishonesty of a DIRECTOR, PARTNER or EMPLOYEE
  - (i) not discovered within seven working days of the event
  - (ii) insured by a fidelity guarantee insurance
- (d) DAMAGE from any
  - (i) unattended vehicle
  - (ii) coin operated machine
- (e) DAMAGE from use of any form of payment which proves to be counterfeit, false, invalid, uncollectible, irrecoverable, for any reason
- (f) Damage resulting directly or indirectly from
  - (i) forgery
  - (ii) fraudulent use of a computer or electronic transfer
  - (iii) fraudulent alteration or substitution
- (g) the EXCESS specified in the Schedule

# Extensions

## **The Insurance**

This Section also insures DAMAGE to

### **1. Safes and Strongrooms**

Safes strongrooms or franking machines or containers used for the carriage or safety of MONEY arising from theft or attempted theft

### **2. Clothing and Personal Effects**

Clothing and personal effects of the INSURED or any DIRECTOR PARTNER or EMPLOYEE arising from robbery or attempted robbery

The COMPANY will not be liable for

- (i) any amount in excess of £250

### **3. Business Travel**

MONEY in the custody of the INSURED or any DIRECTOR PARTNER or EMPLOYEE in connection with a business trip anywhere in the world

The COMPANY will not be liable for

- (i) any amount in excess of £250

# Terms

These apply in addition to the General Terms and Conditions

## 1. Aggregation

The aggregate liability of the COMPANY in respect of any one loss under this Section or other Policy or Policies issued by the COMPANY will not exceed the Limits of Liability shown in the Schedule or any other stated Limit of Liability

## 2. Protective Devices

It is a condition precedent to the liability of the COMPANY that whenever

- (1) the VENUE are left unattended
  - (i) all locks bolts and other protective devices are in full operation
  - (ii) all keys including those relating to safes or strongrooms and notes of combination locks to safes or strongrooms are removed from the VENUE
- (2) the VENUE containing MONEY is left unattended during BUSINESS HOURS
  - (i) the room is fully locked
  - (ii) all MONEY in excess of £250 is placed in a locked safe
  - (iii) all keys including those relating to safes or strongrooms and notes of combination locks to safes or strongrooms are kept in the custody of the person responsible for the MONEY

## 3. Money in Safe

An accurate record of all MONEY in each safe or strongroom will be kept in a secure place away from the said safes or strongrooms

## 4. Personal Carrying Limit

Whenever the amount of MONEY (other than as described in Item 1) in TRANSIT exceeds the Personal Carrying Limit as stated in the Schedule all notes will be carried on the person of able bodied adults and the COMPANY'S liability will not exceed the Personal Carrying Limit in respect of any one person



# Cancellation

## The Insurance

The COMPANY will indemnify the INSURED for

### 1. ASCERTAINED NET LOSS

incurred by the INSURED arising as a direct consequence of a CONTINGENCY occurring during the Period of Insurance

2. additional costs and expenses necessarily and reasonably incurred by the INSURED over and above those budgeted to be incurred in connection with the EVENT for the sole purpose of avoiding or diminishing a claim for ASCERTAINED NET LOSS as a result of a CONTINGENCY occurring during the Period of Insurance stated in the Schedule


Provided that the liability of the COMPANY shall not exceed the Limit of Liability for NET PROFIT stated in the Schedule

## Section Exclusions

These apply in addition to the other Exclusions in the Section and the General Exclusions

The COMPANY will not be liable for any loss resulting from

- (a) confiscation seizure destruction nationalisation or requisition by any Government Public Civil Immigration or Customs Authority
- (b) intervention by any Government Public Civil Immigration or Customs Authority to imprison deport or refuse to permit entry or remaining within any country in the vicinity of the VENUE or to prevent the holding of the EVENT
- (c) any boycott political directives pressures or embargoes howsoever or wheresoever arising
- (d) withdrawal insufficiency or lack of finance however caused
- (e) the financial failure of the EVENT
- (f) lack of or inadequate receipts sales or profits arising from the EVENT
- (g) variations in the rate of exchange rate of interest or stability of any currency
- (h) financial default insolvency failure to pay any person firm or corporation whether a party to this Policy or otherwise

- 
- (i) lack of or inadequate response or withdrawal of support by sponsors financial supporters delegates or exhibitors
  - (j) lack of or failure to achieve economic attendance by delegates public admissions or trade visitors or sales prior to the EVENT
  - (k) Adverse Weather at the EVENT other than as defined in the Extensions to this Section
  - (l) any work being carried out or scheduled to be carried out prior to or during the EVENT by builders or other contractors which renders the VENUE or its facilities unusable in whole or in part unless such work is unknown to the INSURED after reasonable enquiry by the INSURED at the inception of this Policy or if later the date the INSURED makes their booking
  - (m) wilful breach of contract by the INSURED
  - (n) an illegal or unlawful act committed by the INSURED or any EMPLOYEE of the INSURED in the organising or setting up or holding of the EVENT which gives rise to a loss under this Section of the Policy
  - (o) loss damage or destruction directly or indirectly arising out of contributed to by or resulting from actual threatened feared or perceived use of any biological chemical radioactive or nuclear agent material device or weapon
  - (p) loss damage or destruction directly or indirectly arising out of contributed to by or resulting from any communicable disease which leads to
    - (i) the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency and/or
    - (ii) any travel advisory or warning being issued by a national or international body or agency and in respect of (i) and (ii) any fear or threat thereof (whether actual or perceived)

If the COMPANY allege that by reason of this Exclusion any loss is not covered by this Section of the Policy the burden of proving the contrary shall be upon the INSURED

- (q) the EXCESS specified in the Schedule
- (r) loss damage or destruction directly or indirectly arising out of contributed by or resulting from National Mourning declared in respect of persons aged 65 or over
- (s) the non-appearance of any person(s) at or connected with the EVENT

# Special Conditions

These apply in addition to the General Terms and Conditions

Conditions numbers 1 to 4 inclusive are all conditions precedent to any liability of the COMPANY under this Section of the Policy

## **1. Legal Requirements**

The INSURED shall observe and comply with the requirements of any law ordinance court or regulatory body of whatever jurisdiction

## **2. Necessary Arrangements**

The INSURED shall make all necessary arrangements for the successful fulfilment of the EVENT (which for the avoidance of doubt shall include but not be limited to the provision of sufficient allowances for travel time set up and/or rehearsal time) in a prudent and timely manner

## **3. Contractual Requirements and Authorisations**

The INSURED shall ensure that all necessary contractual arrangements have been made and confirmed in writing with the INSURED and that all necessary authorisations (which for the avoidance of doubt shall include but not be limited to the obtaining of licences permits visas copyright and patents) are obtained in a timely manner and valid for the period of the EVENT

## **4. Underinsurance**

If at the time of the loss the Limit of Liability stated in the Schedule for the EVENT is less than the actual NET PROFIT the INSURED would have earned for the EVENT the amount otherwise payable by the COMPANY will be proportionately reduced

# Extensions

These Extensions are subject to all of the Terms Conditions and Exclusions of this Section

## 1. Adverse Weather

This Section extends to include the NET ASCERTAINED LOSS or additional Costs and Expenses (as specified in this Section) resulting directly from Adverse Weather conditions which shall mean extreme weather conditions which

- a) occur on the day(s) of the EVENT and which are reasonably deemed by the INSURED on the date of the EVENT to pose a serious threat to the safety of those attending the EVENT

and/or

- b) occur during the Period of Insurance which results in conditions which the Local Authority consider pose a serious threat of those attending the EVENT

and/or

- c) occur during the Period of Insurance and which prevent the INSURED from undertaking the necessary set up to enable the EVENT to proceed due to

- (i) reasonable concern for the safety of those responsible for the necessary set up or
- (ii) reasons of physical impossibility
- (ii) physical inaccessibility to the EVENT location

In any claim action suit or proceedings to enforce a claim under this Section of the Policy the burden of proving that such loss results from Adverse Weather shall be upon the INSURED

This Extension shall not apply unless this Policy is purchased and cover confirmed by the COMPANYY at least 14 days prior to the commencement of the EVENT

## 2. Failure to Vacate

If as a result of a CONTINGENCY which gives rise to a claim under this Section the INSURED fails to vacate the VENUE at the termination of the INSUREDS tenancy this Section extends to indemnify the INSURED in respect of the charges which the INSURED is legally liable to pay provided that the COMPANYYS liability for such charges shall not exceed £5,000 in total



# Non-Appearance

## The Insurance


The COMPANY will indemnify the INSURED for

- 1 ASCERTAINED NET LOSS incurred by the INSURED arising as a direct consequence of the non-appearance at the EVENT of Insured Person(s) as stated in the Schedule
- 2 additional costs and expenses necessarily and reasonably incurred by the INSURED over and above those budgeted to be incurred in connection with the EVENT for the sole purpose of avoiding or diminishing a claim for ASCERTAINED NET LOSS

Provided that the circumstances giving rise to the loss first occurs during the Period of Insurance stated in the Schedule and is beyond the control of the INSURED and is beyond the control of each and every Insured Person or performance. The liability of the COMPANY shall not exceed the Limit of Liability for NET PROFIT stated in the Schedule .

The COMPANY will not be liable for any loss resulting from

- (a) death accident illness of any individual person other than any Insured Person(s)
- (b) non-appearance at the EVENT of any individual other than any Insured Person(s)
- (c) non-appearance at the EVENT of any Insured Person(s) due to
  - (i) air travel other than travel as a passenger by regular airline or multi-engined charter aircraft on a regular route
  - (ii) any hazardous activity feat
  - (iii) insufficient voice quality unless directly due to illness or disease contracted or bodily injury occurring during the Period of Insurance
  - (iv) any known pre-existing physical psychological or medical condition
  - (v) their unreasonable or capricious behaviour
  - (vi) any condition not common to both sexes
  - (vii) any sexually transmissible disease or their after effects

- 
- (viii) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named
  - (ix) any Insured Person(s) lack of care diligence or prudent behaviour the result of which would increase the risk and/or likelihood of a loss hereunder
  - (x) the illegal possession or illicit taking of drugs and their effects
  - (xi) any contractual dispute or breach by any Insured Person(s)
  - (xii) loss damage or destruction directly or indirectly arising out of contributed to by or resulting from actual threatened feared or perceived use of any biological chemical radioactive or nuclear agent material device or weapon
  - (xiii) loss damage or destruction directly or indirectly arising out of contributed to by or resulting from any communicable disease which leads to
    - a) the imposition of quarantine or restriction in movement of people by any national or international body or agencyand/or
    - b) any travel advisory or warning being issued by a national or international body or agency

and in respect of i) and ii) any fear or threat thereof (whether actual or perceived)

If the COMPANY allege that by reason of this Exclusion any loss is not covered by this Section of the Policy the burden of proving the contrary shall be upon the INSURED

- (xiv) loss damage or destruction directly or indirectly arising out of contributed by or resulting from National Mourning declared in respect of persons aged 65 or over
- (xv) any order for repatriation internment imprisonment deportation or the refusal of permit to enter any country where the Event is to be held
- (xvi) the death of any Insured Person over the age of 70 years unless such death occurs within 14 days of the published opening day of the Event

# Special Conditions

These apply in addition to the General Terms and Conditions

Conditions numbers 1 to 5 inclusive are all conditions precedent to any liability of the COMPANY under this Section of the Policy

## **1. Pre-existing Medical Conditions**

The INSURED shall establish to their best knowledge and belief after making diligent inquiry prior to their engagement that no Insured Person has any physical mental or medical condition or is undergoing any treatment medical or otherwise and that each Insured Person is fit to fulfil the commitments insured herein

## **2. Other Pre-existing Conditions**

The INSURED shall confirm prior to their engagement that no Insured Person has knowledge of any matter fact or circumstance actual or threatened that increases or could increase the possibility of a loss under this Section of the Policy

## **3. Legal Requirements**

The INSURED shall observe and comply with the requirements of any law ordinance court or regulatory body of whatever jurisdiction

## **4. Necessary Arrangements**

The INSURED shall make all necessary arrangements for the successful fulfilment of the EVENT (which for the avoidance of doubt shall include but not be limited to the provision of sufficient allowances for travel time set up and rehearsal time) in a prudent and timely manner

## **5. Contractual Requirements and Authorisations**

The INSURED shall ensure that all necessary contractual arrangements have been made and confirmed in writing with the INSURED and that all necessary authorisation (which for the avoidance of doubt shall include but not be limited to the obtaining of licences permits visas copyright and patents) are obtained in a timely manner and valid for the period of EVENT

## **6. Underinsurance**

If at the time of the loss the Limit of Liability stated in the Schedule for the EVENT is less than the actual NET PROFIT the INSURED would have earned for the EVENT the amount otherwise payable by the COMPANY will be proportionately reduced

## **7. Cover Confirmation at least 14 Days prior to the EVENT**

This Section is not operative and the Insurance by this Section shall not apply unless this Policy is purchased and cover confirmed by the COMPANY at least 14 days prior to the commencement of the EVENT

# Extensions

This Extension is subject to all the Terms Conditions and Exclusions of this Section

## **1. Unavoidable Travel Delay**

This Section extends to include the NET ASCERTAINED LOSS or additional costs and Expenses (as specified in this Section) caused directly by travel arrangements being irrevocably altered resulting in the inability of any Insured Person(s) being at the arranged VENUE for the EVENT provided always that such travel arrangements shall have been made so as to provided adequate time for arrival prior to the EVENT





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