



Event Insurance Policy Wording for

EXHIBITIONS, CONFERENCES & EVENTS

The **Insured** having made to the **Insurers** a proposal which has been relied upon to determine the terms and Conditions and having paid or agreed to pay the Premium the **Insurers** will, subject to the Conditions, Exclusions, terms and limitations contained herein and endorsed hereon, indemnify the **Insured** under the terms of this insurance in respect of Losses occurring during the Period of Insurance.

This Wording and its Endorsement(s) and Schedule(s) should be read together as one document and any word or expression to which specific meaning has been given in any part of this Wording shall bear the same meaning wherever it may appear. Words in the masculine gender shall also include the feminine.

Please read the full Wording to ensure that it has been prepared correctly to meet with your requirements.

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Registered in England & Wales. No: 7770177

Authorised and Regulated by the Financial Conduct Authority

DEFINITIONS

*(Words in **bold type** carry the following meaning wherever they appear herein)*

Cancellation, Curtailment, Postponement, Removal to Alternative Premises, or Abandonment means the inability of the **Insured** to open or commence, keep open, or otherwise maintain an **Event** in whole or in part for its original published duration or scope.

Communicable Disease means a disease the causative agents of which may pass or be carried from one person or animal to another person or animal either directly or indirectly.

Contractor means any person, partnership, firm, company, or organisation contracted by or on behalf of the **Insured** to build up and/or break down a stand or stands and/or to provide any other service or facility at the **Venue** of an **Event**

Delegate means any person, whether as an individual or as the representative of a partnership, firm, company or organisation, contracted to attend an **Event**

Employee means any person who is under a contract of service or apprenticeship with the **Insured** including any labour-only sub-contractors, casual labour, self-employed persons, voluntary workers, or persons engaged in work experience engaged by the **Insured** in connection with an **Event**

Enforced Reduced Attendance the enforced inability of **Delegates** to travel to attend the **Event** solely and directly as a result of the same specific cause which is not otherwise excluded in this policy.

Event means any Exhibition, Conference, Seminar, Meeting or other event organised and/or managed by the **Insured**

Exhibitor means any person, partnership, firm, company or organisation contracted to hire or occupy an exhibition stand or space at an **Event**

Expenditure means the total of all expenses paid by the **Insured** to hold an **Event**

Failure to Vacate means the inability of the **Insured** to vacate the **Venue** of an **Event** at the termination of their agreed hire or tenancy period due to any reason beyond their control that is not otherwise excluded.

Financial Commitments written financial undertakings made by **you** that are necessary for the **event** and are intended to be paid by persons other than **you**. Provided always these financial undertakings have been declared to and approved by **us** during the quotation process.

Injury means death, bodily injury, illness, disease or nervous shock

Insured means the person, partnership, firm, company or organisation specified in the Certificate/Schedule forming part of this insurance

Insured's Commitments means written financial undertakings made by the **Insured** which are necessary for an **Event** and are made prior to any occurrence which could give rise to a loss and which are intended to be discharged by persons other than the **Insured** (but the liability of the **Insurers** for **Insured's Commitments** shall be limited to 20% of the Limit of Indemnity under the Cancellation Section for any one **Event**).

Insurers means those listed under "Security" in the Certificate/Schedule forming part of this insurance

Legal Costs and Expenses means all legal costs recoverable by the claimant from the **Insured**; all costs and expenses incurred with the written consent of **Insurers**; all solicitor's fees for legal representation at any Coroner's Inquest or Fatal Accident Enquiry and/or proceedings in any Court of Summary Jurisdiction arising out of an alleged breach of statutory duty

Limit of Indemnity means the limit(s) shown for each Section set out on the Certificate/Schedule forming part of this insurance

Products Supplied means any goods or products (including labelling instructions or advice provided in connection therewith) sold, supplied, erected, repaired, altered, treated, or installed by the **Insured** in the course of an **Event**

Property means material property

Proposal means any completed, signed proposal form and/or declaration and/or any other information supplied by or on behalf of the **Insured** in connection with this insurance

Revenue means total revenues to the **Insured** from every source arising out of an **Event**.

Transit means the journey to or from a **Venue** commencing from the time that **Property** is loaded onto a conveyance for the purpose of the journey to the time such **Property** is unloaded from the conveyance at a **Venue** including all necessary and unavoidable temporary stops and storage incidental to such journey

Venue means the location declared by the **Insured** and occupied for the purposes of an **Event**

CANCELLATION

The **Insurers** will indemnify the **Insured** for

1. Loss of **Revenue** incurred by the **Insured** as a direct consequence of **Cancellation, Curtailment, Postponement, Removal to Alternative Premises, or Abandonment** necessarily and unavoidably occurring during the Period of Insurance solely and directly as a result of any cause beyond the control of the **Insured** and not otherwise excluded

2. All additional costs and expenses necessarily and reasonably incurred by the **Insured** for the sole purpose of avoiding or diminishing a claim under paragraph 1 above over and above those budgeted to be incurred in connection with an **Event** and such costs agreed by **Insurers** or their appointed representatives.

Provided always that the liability of the **Insurers** (under the above two paragraphs) does not exceed the Limit of Indemnity under this Section in respect of that **Event**, unless otherwise stated herein.

However, on the understanding that the **Insured** will notify the **Insurers** of any significant variations in the estimated **Revenue** for an **Event** as soon as possible after becoming aware of it, the **Insurers** will indemnify the **Insured** for up to an additional 10% above the Limit of Indemnity under this Section in respect of that **Event**

3. The amount of damages, costs or compensation which may be substantiated against the **Insured** in accordance with any contract entered into by them with the owners or management of a **Venue** by reason of the **Insured's Failure to Vacate** that **Venue** at the termination of the contracted tenancy period
4. **Protective Action Costs**, which means the reasonable, commercially necessary and justifiable additional expenditure incurred with the written consent of **Insurers** in an effort to protect and maintain the standard that an **Event** (which is the subject of a claim paid or to be paid under this Section by the **Insurers**) has clearly established in previous years so that the potential adverse effect on the commercial viability of the next intended repeat of that **Event** is minimised

Provided that

- a) such standard can be properly and conclusively substantiated to the satisfaction of **Insurers**
 - b) the additional liability of the **Insurers** for **Protective Action Costs** does not exceed **30%** of the Limit of Indemnity under this Section in respect of that **Event** unless otherwise stated herein
 - c) the **Insured** is bound to offer **Insurers** the opportunity to provide cover in respect of the intended repeat of that **Event**, the failure to make such offer rendering the **Insured** liable to repay on demand any amount paid by **Insurers** to indemnify the **Insured** in respect of the cover provided by Paragraph 5.
5. **Enforced Reduced Attendance**, the inability of **Delegates** to attend the **event**.

CONDITIONS PRECEDENT

It is a condition precedent to the liability of the **Insurers** under this insurance that the **Insured** shall at inception of their insurance (and, where appropriate, continuously throughout the currency of their insurance)

1. have made all preliminary arrangements including signing contracts with a **Venue** for holding an **Event**
2. agree to make all necessary arrangements for holding an **Event** in a prudent and timely manner prior to that **Event**
3. have obtained all necessary licences visas and permits and that they are and remain current for the period essential for the successful conclusion of an **Event**
4. observe and comply with all laws regulations and requirements whether National State or local of any country necessarily involved in the holding of the of an **Event**
5. have truthfully declared all essential information or knowledge concerning an **Event** after having made all reasonable enquiries to establish such information or knowledge which could be likely to influence the **Insurers** in determining
 - a. whether or not to accept the risk
 - b. the amount of the premium
 - c. any Conditions, Exclusions, terms or limitations to be applied to this insurance
6. and at all times observe and comply with the Conditions terms and Endorsements of this insurance
7. after having made reasonable enquiry have no knowledge of any undisclosed matter fact or circumstance which is likely to give rise to a claim under this insurance
8. at the date any changes additions or increases to an **Event** covered by this insurance are advised to the **Insurers**
 - a. take all reasonable precautions to prevent any claim and minimise the loss arising in connection with any claims
 - b. comply with statutory and other obligations and regulations
 - c. keep proper records and books of account and/or other records of all moneys actually or due to be expended or received in connection with an **Events** and permit the **Insurers** at all reasonable times to have free access to such records and in the event of a claim give all information explanations and assistance as the **Insurers** may require
9. as soon as possible advise the **Insurers** of any change of fact which affects the risk covered by this insurance

EXCLUSIONS

This insurance does not cover any claim directly or indirectly caused by or arising from or contributed to by

- 1) confiscation seizure destruction nationalisation or requisition by any Government Public/Civil Immigration or Customs Authority except where the **Venue** is requisitioned by or under the order of any government or public or local authority as a sole and direct result of a natural catastrophe occurring during the period
- 2) the voluntary decision of the **Insured** to withdraw from organising an **Event**
- 3) the withdrawal insufficiency or lack of finance however caused
- 4) the financial failure of any venture
- 5) the lack of or inadequate receipts sales or profits arising from an **Event**
- 6) variations in the rate of exchange rate of interest or stability of any currency financial default insolvency failure to pay any person firm or corporation whether a party to this insurance or otherwise

- 7) the lack of or inadequate response or support or withdrawal of support by sponsors financial supporters **Delegates** or **Exhibitors**
- 8) the lack of or failure to achieve economic attendance by **Delegates** public admissions or trade visitors or advance sales prior to an **Event**
- 9) any work being carried out or scheduled to be carried out prior to or during an **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 their insurance or if later the date the **Insured** makes their booking
- 10) the **Insured** or any **Employee** of the **Insured** involved in the organising or setting up or holding of an **Event** committing an illegal or unlawful act that prevents the **Event** from taking place as planned
- 11) National Mourning or Court Mourning except where the date of death or the date of the funeral coincide with the dates of an **Event** unless agreed by the **Insurers** and an additional premium is paid by the **Insured**
- 12) any labour disputes or strikes or any other action related to pension reform disputes in Europe but only in respect of an **Event** held outside the United Kingdom and Ireland
- 13) It is understood and agreed that this Section does not cover any claim directly or indirectly caused by happening through or in consequence of any **Communicable Disease**.
This insurance also excludes any claim arising from any fear or threat (whether actual or perceived) of such **Communicable Disease** directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any outbreak of such **Communicable Disease**.
If the **Insurers** allege that by reason of this Exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon the **Insured**
- 14) This insurance does not cover any claim directly or indirectly caused by or arising from or contributed to by the non-appearance of any individual, speaker, or VIP guest upon whom an Event is dependent
- 15) This insurance does not cover any loss involving any social event forming part of an **Event** unless the whole of such **Event** is also affected by the same insurance peril responsible for such loss
- 16) Extreme weather is respect of any part of an **Event** held in the open or under canvas or in a temporary structure unless agreed by the **Insurers** in writing and confirmed in either the policy schedule or an Endorsement.
- 17) Civil commotion assuming the proportions of or amounting to a popular uprising, riot, martial law or the act of any lawfully constituted authority in the furtherance of maintaining public order occurring in Greece, Turkey or outside of the European Economic Area.

The **Insurers** shall not be deemed to provide cover and that the **Insurers** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurers** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

CALCULATION OF LOSS

GROSS REVENUE

Subject to the **Limit of Indemnity** and applicable conditions of this insurance, loss shall be determined as the greater of:

- a. the total of **Expenditure** incurred, plus the **Insured's** loss from **Insured's Commitments**, less any recoveries made and less the amount by which the Gross **Revenue** received exceeds the pro-rata return of fees for attendance or space which is made; or
- b. the loss of Gross **Revenue** that would have been received in the absence of the covered loss, whether or not the **Insured** is obligated by contract to return such fees, plus the **Insured's** loss from **Insured's Commitments**, less both recoveries made and any necessary **Expenditure** not incurred. Pro-rata return of fees for attendance or space shall be considered as loss of Gross **Revenue**.

FAILURE TO VACATE

- a. the amount of damages, costs or compensation which may be substantiated against the **Insured** and
- b. the **Insured's** direct and necessary additional expenses incurred by reason of the **Failure to Vacate**

ADDITIONAL COVERAGE

This section confirms the automatic and additional cover made available by this policy in addition to the **limit insured**. **We** provide additional cover equivalent to 30% (thirty percent) of the **limit insured** in order to reimburse **you** for: the proven additional costs or charges reasonably and necessarily paid by **you** that exceed the **limit insured** when despite **your** best efforts to avoid or diminish a loss payable under this policy **your event** is necessarily **cancelled** or **abandoned**; the reasonable and necessary proven costs of advising those who need to know that the **event** is **cancelled**, **abandoned** or **disrupted**; the reasonable and necessary proven external accounting or adjuster costs incurred in the calculating of any claim; provided always such additional costs or charges have **our** prior written agreement. **Future marketing expense** where **your event** is part of a series of **events** during the **period** or is scheduled to reoccur after the **period**; **Financial commitments**, following the **cancellation**, **abandonment**, **disruption** or **rescheduling** of the **event**; **Our** maximum liability for the additional cover for the 5 (five) heads of cover listed above will not exceed 30% (thirty percent) of the **limit insured** in the aggregate.

ENFORCED REDUCED ATTENDANCE

Reduction in anticipated gate receipts, or return of pre-paid registrations directly resulting from enforced reduced attendance.

EXPENDITURE

This calculation of loss is applicable to Insured's having no Revenue or income from the insured Event.

Subject to the Limit of Indemnity and applicable conditions of this insurance, loss shall be determined as:

- a. The total of **Expenditure** incurred, plus the **Insured's** Loss from **Insured's Commitments**, less any recoveries made on those Expenditure and Commitments; or
- b. The reasonable necessary cost of remedial action incurred by the **Insured** to minimize the extent of a loss. The cost of remedial action is provided in addition to the limit of indemnity.

UNDERINSURANCE

If at the commencement of any loss giving rise to a claim under this Section the Limit of Indemnity specified in the Certificate is less than the actual **Revenue** (or **Expenditure**, if applicable) the payment to the **Insured** shall be proportionately reduced.

EMPLOYERS LIABILITY

*(The cover provided by this Section is operative only in respect of an **Insured** domiciled in and working from **Great Britain Northern Ireland the Isle of Man or the Channel Islands** unless specifically agreed to the contrary in writing by the **Insurers**)*

In the event of **Injury** sustained by an **Employee**, caused during the Period of Insurance and arising out of and in the course of employment by the **Insured** in connection with an **Event** at a **Venue** the **Insurers** will indemnify the **Insured** in respect of all sums the **Insured** shall become legally liable to pay as damages and **Legal Costs and Expenses**

PROVIDED THAT the liability of the **Insurers** for all damages **Legal Costs and Expenses** in respect of or arising out of any one occurrence shall not exceed the Limit of Indemnity stated in the Certificate/Schedule.

The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain Northern Ireland the Isle of Man and the Channel Islands but the **Insured** shall repay to the **Insurers** all sums paid by the **Insurers** which the **Insurers** would not have been liable to pay but for the provisions of such law

Subject otherwise to the terms Definitions Exclusions provisions and Conditions of this insurance it is understood and agreed that the **Insurers** will also indemnify the **Insured** up to a maximum of **GBP 5,000,000** in respect of any one occurrence arising directly or indirectly out of Terrorism

For the purposes of the above paragraph an act of terrorism means an unlawful act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

In addition if an **Employee** sustains **Injury** during the Period of Insurance arising out of and in the course of employment by the **Insured** in connection with an **Event** at a **Venue** for which a third party is legally liable and the **Employee**

- (a) is unable to enforce a judgement for damages against the third party either in part or in whole within six months of the date of the judgement the **Insurers** will if the **Insured** so requires indemnify the **Employee** up to the amount of the adjudged damages and any of the awarded costs to the extent they remain unsatisfied provided that
 - 1. this Extension shall only apply to judgements made in a Court of Law outside the United States of America
 - 2. the **Employee** in return for the payment assigns his judgements to the **Insurers**
- (b) is unable to institute or serve proceedings for damages against the third party within a reasonable period of time or at all the **Insurers** will if the **Insured** so requires pay to the **Employee** an amount equivalent to the sum which would reasonable be expected to be recovered in proceedings for damages in a Court of Law outside the United States of America provided that the **Employee**
 - (i) assigns to the **Insurers** his cause of action
 - (ii) provides all reasonable assistance that the **Insurers** may require should it become possible to pursue the action

The **Insurers** will reimburse all costs reasonably incurred by the **Employee** in compliance with this requirement

Any dispute arising out of this Extension shall be resolved by reference to an independent arbitrator acceptable to both the **Employee** and the **Insurers** who shall be a practising member of the Bar experienced in personal injury claims and whose decision will be final.

EXCLUSIONS

This insurance does not cover liability

1. for **Injury** or any loss or damage to **Property** arising whilst any **Employee** is OFFSHORE
 For the purpose of this Exclusion OFFSHORE shall mean from the time an **Employee** embarks onto a conveyance at the point on the mainland of final departure to an offshore rig platform or support vessel until the **Employee** disembarks onto land upon their return from an offshore rig platform or support vessel
2. for **Injury** to any **Employee** (other than the driver of a VEHICLE) arising while such **Employee** is being carried in or upon a VEHICLE or entering or getting onto or alighting from a VEHICLE where such **Injury** is caused by or arises out of the USE by the **Insured** of a VEHICLE on a ROAD
 For the purposes of this Exclusion the expressions ROAD USE and VEHICLE have the same meaning as in the Road Traffic Act 1988 and any similar subsequent legislation.

PUBLIC LIABILITY

In the event of accidental

- (a) **Injury** to any person
- (b) loss of or damage to **Property**
- (c) obstruction trespass loss of amenities or nuisance

happening during the Period of Insurance in connection with an **Event** at a **Venue** the **Insurers** will indemnify the **Insured** in respect of all sums they shall become legally liable to pay as damages and **Legal Costs and Expenses**

PROVIDED THAT the liability of the **Insurers** for all damages in respect of or arising out of any one event or series of events consequent upon or attributable to one source or original cause shall not exceed the Limit of Indemnity stated in the Certificate/Schedule.

It is a condition precedent to the liability of the **Insurers** that all ground surfaces of a **Venue** are checked for tripping and/or slipping risks prior to the Open Period of an **Event** and that appropriate action is taken to eliminate any such risks

EXTENSIONS

The cover provided under this Section is extended to indemnify the **Insured** in respect of all sums they shall become legally liable to pay for:

1. Libel and Slander

- (a) accidental libel contained in any publication produced by the **Insured** for an **Event**
- (b) accidental slander in oral utterances made in connection with an **Event**

PROVIDED ALWAYS that

the liability of the **Insurers** shall not exceed the following amounts in respect of any one **Event**

- (i) **GBP 10,000** (or an equivalent amount in any other currency applicable to this insurance) any one claim
- (ii) **GBP 25,000** (or an equivalent amount in any other currency applicable to this insurance) in the aggregate within the Period of Insurance

the **Insurers** shall not be liable for withdrawal recall or replacement of any publication

the **Insured** shall be responsible for **10%** of each and every claim, but subject to a minimum contribution of **GBP 500** (or an equivalent amount in any other currency applicable to this insurance)

2. Cross Liabilities

If the **Insured** comprises of more than one party we will treat each party as though a separate insurance has been issued to each. Where claims are made against one insured party by another insured party, the aggregate limit of indemnity will not exceed the insured limit shown in the schedule.

3. Indemnity to Venue Owners or Operators

Where required under the terms of a contract for the hire of the **Venue** this insurance will extend to provide cover for the venue owners and/or operators under any section of this insurance against claims arising from bodily injury or property damage where such claims arise out of the staging of the **Event** at the **Venue**.

provided that:

- a) The conduct and control of claims is vested in us
- b) The venue owners and/or operators shall observe fulfil and be subject to the terms of this insurance so far as they can apply
- c) No cover shall apply in respect of liquidated damages or under any penalty clause
- d) Where cover is granted to any venue owners and/or operators we will treat each venue owner and/or operator and you as though a separate insurance had been issued to each party
- e) Nothing in this extension shall increase **Insurers** liability to pay any amount in excess of the limit stated in the schedule

(It is understood and agreed that the following extension of cover is equally applicable to the EMPLOYERS LIABILITY Section of this insurance)

The **Insurers** will also, at the request of the **Insured** and with the prior consent of the **Insurers** (such consent will not be unreasonably withheld), also indemnify the **Insured** or any director principal partner or **Employee** of the **Insured** in respect of

- 1. legal defence costs and expenses
- 2. costs and expenses of appeal including appeal against improvement and prohibition notices incurred with their written consent (which will not be unreasonably withheld)
- 3. prosecution costs awarded against the **Insured** incurred in the event of such person being prosecuted for
 - (i) an alleged offence under the Health and Safety at Work Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man
 - (ii) an alleged offence (whether under common law or statute) of manslaughter corporate manslaughter or corporate homicide

PROVIDED THAT

- a. the alleged offence was committed during the Period of Insurance
- b. the alleged offence relates to **Injury** to or potential **Injury** to any person including their health safety and welfare
- c. the conduct and control of claims is vested in the **Insurers**
- d. this indemnity does not
 - (i) provide for the payment of fines or penalties
 - (ii) apply to prosecutions which arise out of any activity or risk excluded from this insurance
 - (iii) apply to prosecutions consequent upon any deliberate act or omission
 - (iv) circumstances where the **Insured** or any other insured party is entitled to indemnity by any other legal expenses motor or employment protection insurance policy
 - (v) in respect of allegations of manslaughter corporate manslaughter or corporate homicide any amount in excess of a limit of indemnity of **GBP 1,000,000** (or an equivalent amount in any other currency applicable to this insurance) any one claim or series of claims arising out of the same prosecution or proceedings
- e. the director principal partner or **Employee** shall be subject to the terms Conditions and Exclusions of this insurance insofar as they can apply

EXCLUSIONS

This insurance does not cover liability

1. for **Injury** to any **Employee** if such liability arises out of and in the course of their employment by the **Insured**
2. for loss of or damage to **Property**
 - (b) belonging to the **Insured**
 - (c) in the care custody or control of the **Insured** or any **Employee** of the **Insured** other than
 - (i) any personal property (including motor vehicles) of directors **Employees** or visitors of the **Insured**
 - (ii) the **Venue** (including fixtures fittings and all other contents) whilst temporarily occupied by the **Insured** for an **Event** but the **Insurers** shall not pay the first **GBP 20,000** of any loss or damage for which indemnity is provided under the Property Section of this insurance
1. for **Injury** or loss of or damage to **Property** arising from the ownership possession control or use by or on behalf of the **Insured** or any **Employee** of theirs
 - (a) of any mechanically propelled vehicle

BUT this Exclusion shall not apply in respect of **Injury** or loss or damage arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by any road traffic legislation and the **Insured** is not entitled to indemnity under any other insurance
 - (b) any aircraft or other aerial device hovercraft or watercraft (other than hand-propelled watercraft)

BUT this Exclusion shall not apply to static exhibits of the **Insured** at an **Event**
2. for **Injury** or loss of or damage to **Property** caused by or arising out of any **Products Supplied** by or on behalf of the **Insured** other than
 - (a) food or drink provided for visitors **Delegates** or other attending an **Event**
 - (b) any other **Products Supplied** by or on behalf of the **Insured** in connection with the organisation and promotion of an **Event** provided that the **Insurers** shall not indemnify the **Insured** in respect of
 - (i) any expenses incurred in repairing replacing recalling or making any refund for **Products Supplied** and/or
 - (ii) loss of or damage to any **Products Supplied** and/or
 - (iii) liability arising from any **Products Supplied** which to the knowledge of the **Insured** is for use
 - a) in the United States of America or Canada
 - b) on aircraft

PROVIDED ALWAYS that the liability of the **Insurers** for all damages arising out of any **Products Supplied** in respect of all occurrences happening during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Certificate/Schedule
3. for **Injury** or loss of or damage to or loss of use of **Property** directly or indirectly arising out of the
 - (a) discharge dispersal release seepage or escape of POLLUTANTS or other contaminants
 - (b) for the cost of or any expense demand or proceeding in respect of removing nullifying processing or cleaning up POLLUTANTS or other contaminants unless the discharge dispersal release seepage or escape arises directly from an identifiable single sudden unintended and unexpected event
 - (i) which takes place in its entirety at a specific time and place during the Period of Insurance
 - (ii) not itself arising from or contributed to by any discharge dispersal release seepage or escape of POLLUTANTS or other contaminants happening prior to the event giving rise to a claim hereunder or from any gradually operating cause

PROVIDED THAT

 - (1) the **Insurers** will not be liable for any fines penalties or punitive exemplary or multiple damages or any financial loss
 - (2) the liability of the **Insurers** hereunder for all damages and **Legal Costs and Expenses** in respect of all events happening in the Period of Insurance shall not exceed the Limit of Indemnity stated in the Certificate/Schedule
 - (3) for the purposes of this Exclusion
 - i) POLLUTANTS shall mean any solid liquid gaseous thermal biological or electrical irritant contaminant or any non natural use of land air or water including but not limited to smoke vapour dust soot fumes acids alkalis chemicals electro-magnetic radiation and Waste (Waste shall include all material to be recycled reconditioned or reclaimed)
 - ii) **Injury** or loss of or damage to or loss of use of **Property** arising out of one event shall be deemed to have occurred at the time such event takes place but this Exclusion will not apply to **Injury** sustained by an **Employee** of the **Insured**
4. for **Injury** or loss of or damage to **Property** denial of access or nuisance arising from Pollution occurring within North America (Exclusion 5 above notwithstanding)
5. assumed by the **Insured** under agreement or contract which would not have attached in the absence of such agreement or contract
6. for **Injury** or loss of or damage to **Property** arising whilst OFFSHORE

for the purposes of this Exclusion OFFSHORE shall mean from the time of embarkation onto a conveyance at the point on the mainland of final departure to an offshore rig platform or support vessel until such time of disembarkation onto land upon return from an offshore rig platform or support vessel
7. for fines penalties or liquidated damages
8. for punitive exemplary or aggravated damages of any kind or any additional damages resulting from the multiplication of compensatory damages
9. for **Injury** or loss of or damage to **Property** occurring in the United States of America or Canada or any territory within the jurisdiction of the United States of America or Canada unless specifically agreed in writing by the **Insurers**.

In respect of any judgment, award, payment, **defence costs** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or any order made anywhere in the world to enforce such judgment, award, payment, **defence costs** or settlement either in whole or in part) unless specifically agreed in writing by the **Insurers**
10. for **Injury** or loss of or damage to **Property** or denial of access arising out of or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust or asbestos containing materials.

11. for economic loss not consequent upon **Injury** or loss of or damage to **Property**
12. for any loss arising out of or from advice, designs, plans, specifications, formulae, surveys or directions prepared or given by the **Insured** or other insured party for a fee but this shall not exclude such liability arising in connection with **Products Supplied**

The **Insurers** shall not be liable to indemnify the **Insured** for the first amount of each and every loss stated under Excess in the Certificate/Schedule

PROPERTY

The **Insurers** will indemnify the **Insured** for physical loss of or damage to **Property** within the Period of Insurance up to but not exceeding the Limits of Indemnity stated in the Certificate/Schedule for

- 1 **Property** hired, leased, rented or loaned to the **Insured** and for which the **Insured** is responsible whilst at a **Venue** or in **transit** to or from that **Venue** for their **Event**.
- 2 buildings fixtures fittings and any other contents of the **Venue** for which the **Insured** is responsible during their **Event**
- 3 **Property** which is not otherwise insured owned by the **Insured** whilst at the **Venue** for their **Event** or in direct transit to or from the **Venue**.

Limit Insured – GBP 100,000 or the amount stated in the schedule

Security Endorsement

Cover under this Section in respect of theft or attempt thereat is restricted as follows in respect of plasma screens, portable communication equipment, computers, audio-visual equipment and the like

The **Insurers** will not indemnify the **Insured** in respect of the theft of such property whilst it is unattended unless all reasonable precautions have been taken to prevent a theft and

- (i) such property is located in a locked cabinet or safe and the keys are removed there from, or
- (ii) such property is located in a locked room and the keys are removed there from, and
- (iii) official security personnel are in attendance at the **Venue** on a 24 hour basis during the period of the **Insured's** tenancy thereof

Money extension: What is covered

1. **Insurers** will pay for all risks of direct physical loss, except as otherwise excluded herein, of money at the **venue** or while directly enroute to a bank in the vicinity of the **venue**, occurring during the period of insurance
2. Money means, for the purposes of this section, receipts paid in cash, bank notes, cheques and other negotiable instruments at the **venue** for registration or tickets directly associated with the **event**.
3. Money covered during the period of insurance will be in excess of the **deductible** stated in the schedule and subject to the applicable property limit insured.

Limit insured: GBP 100,000 or the amount stated in the schedule

(iv) What is not covered: This policy does not cover any loss of money caused by or arising from:

1. When the registration desk or place where money is received is closed for business or temporarily unattended, unless the money is in a safe and all safe keys have been removed;
2. Claims that have not been advised to the local police within forty eight hours from the date of loss;
3. Theft by any employee or any other person acting on the **Insureds** behalf;
4. Outside the **venue** unless the money is accompanied by two able bodied persons;

EXCLUSIONS

This insurance does not cover any claim directly or indirectly caused by or arising from or contributed to by physical loss of or damage to **Property**

- 1 comprising
 - (i) simultaneous translation equipment jewellery furs precious stones or metals
 - (ii) any cost beyond that of the materials and labour in reinstating any document or item of special value
 - (iii) watercraft, aircraft or vehicles of any description other than whilst on static display at the **Venue** during the **Event**
- 2 specifically caused by or due to
 - (i) faulty or defective design or workmanship
 - (ii) inherent vice or latent defect
 - (iii) gradual deterioration wear tear or dilapidation
 - (iv) mechanical or electrical breakdown or derangement BUT this Exclusion does not apply to other **Property** lost destroyed or damaged in consequence thereof PROVIDED THAT such loss or damage is not otherwise excluded from this insurance
 - (v) corrosion rust change in temperature dampness dryness contamination change in colour texture or finish
 - (vi) vermin marring or scratching
 - (vii) theft or attempt thereat or malicious damage unless reported at the first opportunity to the police or the security personnel at the **Venue**
 - (viii) theft or attempt thereat in collusion with or by the **Insured** or any **Employee** of the **Insured** or any other person to whom the **Property** is entrusted
 - (ix) or arising from or in connection with any process of cleaning servicing maintenance adjustment or repair
 - (x) or directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- 3 in or on a vehicle left unattended unless such vehicle is locked and alarmed or immobilised and, if unattended overnight, parked in a secure compound

The **Insurers** shall not be liable to indemnify the **Insured** for the first amount of each and every loss stated under Excess in the Certificate/Schedule

CALCULATION OF LOSS

Subject to the Limit of Indemnity and applicable conditions of this insurance, loss shall be determined by the reasonable cost of repair (labour and materials) or replacement of the **Property** to its value immediately prior to such loss.

UNDERINSURANCE

If at the commencement of a loss giving rise to a claim under this Section the Limit of Indemnity specified in the Certificate is less than the actual value of Property at risk the payment to the **Insured** shall be proportionately reduced.

CLAIMS PROCEDURES

- 1 It is a condition of the liability of the **Insurers** that the **Insured** must report an occurrence which may result in a claim being made under this insurance by the most urgent means available and thereafter confirm in writing with as much information as possible in accordance with the Claims Notification provision stated in the Certificate/Schedule as soon as possible and submit full details at the expense of the **Insured**
 - (a) immediately for incidents involving personal injury and any letter received from solicitors in connection with an incident or alleged incident should be forwarded immediately unanswered. The **Insured** must also create and maintain a First Aid report Accident Book entry Health & Safety documentation including RIDDOR report Names and Addresses of witnesses to the accident and the earning details of any **Employee** (if applicable) of any incident involving personal injury in case a claim is received
 - (b) within seven (7) days of the occurrence for claims involving riot civil commotion labour or political disturbances or malicious persons
 - (c) at the earliest possible opportunity after any other occurrence(s)
- 2 The **Insurers**
 - (a) may seek to enter a **Venue** where the claim has arisen and the **Insured** shall provide all reasonable assistance therewith
 - (b) shall have sole conduct and control of claims and may at their discretion take over the defence and settlement of any claim at any time in the name of the **Insured** or other persons entitled to indemnity under this insurance
 - (c) may take legal proceedings in the name of the **Insured** but for the benefit of the **Insurers** to recover any payments or costs or secure an indemnity from any other party
- 3 It is the duty of the **Insured** to take or to permit to be taken all available steps to mitigate or minimise any loss for which a claim is either made or intimated under this insurance.
- 4 At the request and expense of the **Insurers** the **Insured** must take or permit to be taken all necessary steps to enforce rights against any other party whether or not any payment has been made under this insurance

GENERAL CONDITIONS

It is a condition precedent to the liability of **Insurers** that the **Insured**

- (1) shall observe and comply with all laws regulations and requirements whether National State or local of any country necessarily involved in the holding the of an **Event**
- (2) shall have truthfully declared all essential information or knowledge concerning an **Event** after having made all reasonable enquiries to establish such information or knowledge which could be likely to influence the **Insurers** in determining
 - (a) whether or not to accept the risk
 - (b) the amount of the premium
 - (c) any Conditions, Exclusions, terms or limitations to be applied to this insurance
- (3) will at all times observe and comply with the Conditions, terms and Endorsements of this insurance
- (4) will, after having made reasonable enquiry, have no knowledge of any undisclosed matter fact or circumstance which is likely to give rise to a claim under this insurance
 - (a) at the inception of the Period of Insurance shown in the Certificate/Schedule of this insurance
 - (b) at the date any additional **Event** are added to this insurance
 - (c) at the date any changes additions or increases to an **Event** covered by this insurance are advised to the **Insurers**
- (5)
 - (a) take all reasonable precautions to prevent any claim and minimise the loss arising in connection with any claims
 - (b) comply with statutory and other obligations and regulations
 - (c) keep proper records and books of account and/or other records of all moneys actually or due to be expended or received in connection with an **Event** and permit the **Insurers** at all reasonable times to have free access to such records and in the event of a claim give all information explanations and assistance as the **Insurers** may require
- (6) as soon as possible advise the **Insurers** of any change of fact which affects the risk covered by this insurance

It is a condition of the liability of the **Insurers** that

- (1) the law of England and Wales will apply to this contract unless the **Insured** and the **Insurers** agree otherwise; or at the date of the contract the **Insured** is a resident of (or, in the case of a business, the registered office or principal place of business is situated in): Scotland, Northern Ireland, Channel Islands or the Isle of Man; in which case (in the absence of agreement to the contrary) the law of that country will apply
- (2) there has been no misrepresentation misdescription or non-disclosure of any material fact
- (3) this insurance will cease if the insurable interest of the **Insured** in this insurance ceases except by will or operation of the law
- (4) the **Insured** shall
 - (a) pay the premium upon request
 - (b) not be entitled to a return of premium for cancellation of this insurance EXCEPT as provided for in General Condition 8
 - (c) not include the premium or any costs incurred in the preparation of any claim made under this insurance
- (5) no other insurance contract shall be entered into by the **Insured** to cover the interest covered by this insurance without the prior written approval of the **Insurers**
HOWEVER
if another insurance contract is entered into the **Insurers** reserve the right to amend the terms and Conditions of this insurance

- (6) the Territorial Limits of this insurance shall be Worldwide
- (7) the benefit of this insurance shall not be assigned by the **Insured** in whole or in part without the written consent of the **Insurers**
- (8) if this insurance is cancelled by the **Insured** for any reason and is not the subject of a claim or an intimated claim the **Insurers** at their discretion will refund a pro rata amount up to 50% of the original premium charged
PROVIDED THAT
Such cancellation is effected more than 90 days prior to the opening of an **Event**
- (9) there will be no cancellation by the **Insurers** of the cover provided by this insurance UNLESS there is a breach of Conditions by the **Insured**

GENERAL EXCLUSIONS

This insurance does not cover any claim directly or indirectly caused by or arising from or contributed to by

- (1) or in consequence of any act of or threat of or fear of terrorism (whether actual or perceived) regardless of any other cause or event contributing either concurrently or in any other sequence to the loss
For the purpose of this Endorsement an act of terrorism means an unlawful act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
This Endorsement also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of or threat of or fear of terrorism (whether actual or perceived)
If the **Insurers** allege that by reason of this Exclusion any loss damage cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **Insured**
In the event any portion of this Endorsement is found to be invalid or unenforceable the remainder shall remain in full force and effect
- (2) or in consequence of
a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- (3) or in consequence of actual threatened feared or perceived use of any biological chemical radioactive or nuclear agent material device or weapon
- (4) or in consequence of war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to Property by or under the order of any government or public or local authority
- (5) any fraudulent means used by the **Insured** or anyone acting on his behalf or any other person acting with the connivance of the **Insured**
- (6) wilful breach of contract by the **Insured**
- (7) the misrepresentation misdescription or non-disclosure of any material fact
- (8) alterations changes or additions to an **Event** unless agreed in writing by the **Insurers**