



Model Railway Exhibition Insurance Policy

Arranged by

magnet[™]



ansvar
Insuring the heart of your community



Model Railway Exhibition Insurance Policy

Magnet Insurance is a general insurance intermediary established in 2008 and provides general insurance solutions for private individuals, clubs, societies and commercial clients.

We have developed this Insurance Scheme aimed at Model Railway Collectors', Clubs and Societies and by using the buying power of the model railway community, we are able to provide competitive terms.

If you wish to find out more about Magnet please go to the Magnet website at: www.magnetinsurance.co.uk or visit our Model Railway website at: www.modelrailwayinsurance.co.uk

Welcome to Ansvar

Thank you for insuring with Ansvar and we welcome you as a policyholder. We have been trading in the UK for more than 50 years with our roots firmly established as a socially responsible general insurer. Ansvar is a business division of Ecclesiastical Insurance Office plc.

Your policy wording, including the schedule is the evidence of the legal contract for this insurance. You should read the policy and check your details in the schedule carefully. The schedule is normally reissued each time there is a change in the policy details or in the policy cover. Please contact your insurance advisor or us immediately if the policy or the schedule does not meet your insurance needs or contains any mistakes.

Should you at any time be dissatisfied with our service, please refer to our Complaints Procedure for full details.

Underwritten by Ecclesiastical Insurance Office plc

Where to find what you are looking for

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Making a Claim

Phone: 0345 606 0431

For new claims the services are available 24 hours a day, 7 days a week.

For enquiries about existing claims, the services are available from Monday to Friday 8am to 6pm.

Email: ansvarclaims@ansvar.co.uk

Online: www.ansvar.co.uk

FOR ALL CLAIMS

The action to be taken by you in the event of any incident which may give rise to a claim is shown in general condition 10 Claims Procedure (Your Duties) of this policy but the following notes may assist in relation to particular covers.

ALL RISKS

- After any loss or damage you must take all reasonable steps to prevent further loss or damage.
- If the damage is serious, we may decide to appoint an independent loss adjuster or investigator to deal with your claim, therefore you must contact our claims department immediately for further assistance.
- Claims for damage by riot and civil commotion must be reported to us and the police within 7 days in order to protect your, and our, rights of recovery against the police authorities.
- If possible, obtain competitive estimates for the repair and, if requested by us, submit with a completed claim form for our approval. Please send any requested claim form to us immediately should there be any delay in obtaining estimates.
- Once we have agreed an estimate, you can get the work done and send the final account to us for reimbursement (subject to any policy terms).
- A full specification of the damaged property is required together with substantiation, e.g. original purchase receipt, photographs of the article or payment receipts etc. Forward the information, with a completed claim form where requested, for our approval.
- Whenever appropriate we aim to provide replacements and we may use our preferred supplier.
- When necessary, you should arrange for emergency repairs to be carried out to prevent further damage.

LIABILITY (CLAIM BEING MADE AGAINST YOU)

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

MONEY

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

SALVAGE

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

THEFT, LOSS AND MALICIOUS DAMAGE

Tell the police as soon as reasonably possible if property is stolen or maliciously damaged and obtain a crime reference number. If a valuable item is lost, you should still contact the police in case your property has been handed in. You must take all reasonable steps to prevent any further loss.

Helpline Service

RISK ADVICE LINE (provided by Ecclesiastical professionals or external specialists)

- To help check and improve the service all calls may be recorded.
- We and the suppliers will not accept responsibility if the Helpline Service fails for reasons we or they cannot control.

Phone: 0345 600 7531

Email: risk.advice@ecclesiastical.com

Risk specialists are on hand to advise you on a range of topics, including:

- property protection, security, business continuity planning
- health and safety, food safety, environmental management
- construction safety, fire safety, occupational health, water safety or asbestos.

This helpline is available Monday to Friday 9am to 5pm (excluding public and bank holidays).

The Financial Services Compensation Scheme (FSCS)

The FSCS is the independent body, set up by government, which gives you your money back if your authorised financial services provider is unable to pay you because it has insufficient assets.

The FSCS can only pay compensation for customers of financial services firms authorised by the Prudential Regulation Authority or the Financial Conduct Authority.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought.

The FSCS does not charge individual consumers for using its service.

The FSCS cannot help you if the firm you have done business with is still trading.

You can write to:

Financial Services Compensation Scheme
10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

Visit the website: www.fscs.org.uk

Phone FSCS helpline: 0207 741 4100 or 0800 678 1100

Fax: 0207 741 4101

Email: enquiries@fscs.org.uk

Complaints Procedure

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or by phone at any time to:

For all complaints

Ansvar Insurance

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

Phone: 0345 60 20 999 or 01323 737541

Email: ansvar.insurance@ansvar.co.uk

OUR PROMISE TO YOU

We will aim to resolve your complaint within one business day.

To resolve your complaint we will:

- investigate your complaint thoroughly and impartially;
- keep you informed of the progress of the investigation; and
- respond in writing to your complaint as soon as possible.
- For more complicated issues, we may need a little longer to investigate and we may ask you for more information to help us reach a decision.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will tell you about your right to take the complaint to:

Financial Ombudsman Service

Exchange Tower, London, E14 9SR

Phone: 0800 023 4567

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

Website: www.financial-ombudsman.org.uk

If you have bought your insurance online, you can also register your complaint on the Online Dispute Resolution website which has been set up by the European Commission.

Website: <http://ec.europa.eu/consumers/odr/>

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

Useful Addresses

<p>ANSVAR INSURANCE Ansvar House, St Leonards Road Eastbourne, East Sussex, BN21 3UR www.ansvar.co.uk</p>	<p>ASSOCIATION OF BRITISH INSURERS Consumer Information Department One America Square, 17 Crosswall London, EC3N 2LB www.abi.org.uk</p>
<p>FINANCIAL OMBUDSMAN SERVICE Exchange Tower London, E14 9SR www.financial-ombudsman.org.uk</p>	<p>FINANCIAL CONDUCT AUTHORITY (To protect and enhance consumer confidence in the UK financial system) 25 The North Colonnade Canary Wharf, London, E14 5HS www.fca.org.uk</p>
<p>FINANCIAL SERVICES COMPENSATION SCHEME 10th Floor, Beaufort House 15 St Botolph Street London, EC3A 7QU www.fscs.org.uk</p>	<p>PRUDENTIAL REGULATION AUTHORITY (To promote safety and soundness of regulated firms and, in respect of insurers, secure the appropriate degree of protection for policyholders) Bank of England, Threadneedle Street London, EC2R 8AH www.bankofengland.co.uk/pr</p>
<p>MAGNET INSURANCE SERVICES LTD Newark Beacon, Cafferata Way Newark, Nottinghamshire, NG24 2TN www.magnetinsurance.co.uk Email: info@magnetinsurance.co.uk Phone Magnet Insurance Services Ltd on: 01636 858249 or fax: 01636 858082</p>	

Policy Wording

This policy, its schedule, any endorsements and certificates are to be read together as one document.

We will insure **you** as detailed in this policy's schedule, subject to the terms and conditions of this policy, during the **period of insurance** shown in the schedule, provided that **you** pay the premium and **we** accept the premium.

This policy shall be governed by and construed in accordance with the law of England and Wales unless **your** legally registered address is located in Scotland in which case the law of Scotland shall apply. If there is any dispute as to which law applies it shall be English law.

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

SPECIAL NOTE (not forming part of this policy wording):

This policy includes:

- a) general exclusions and conditions. These apply to each and every section of the policy unless stated otherwise. The following general conditions are of particular importance and explain about:
 - Cancellation: when you or we could cancel this policy
 - Misrepresentation: what happens if you misrepresent the risk to us or fail to disclose information
 - Fraud: the consequences of making a fraudulent claim
 - Alteration of risk: what you must do if the risk changes and the consequences if you fail to tell us.
- b) special requirements. These are aimed at reducing the risk of loss, damage or liability. Compliance with these special requirements is a condition precedent to our liability. This means we will not pay a claim (unless we say otherwise) if your failure to comply with a special requirement causes or increases a loss for which a claim is made.

Definitions

Some words or phrases used in this policy and its endorsements are in **bold italics** and have particular meanings that are stated below unless otherwise specified by endorsement. If they are not in **bold italics** then the normal everyday meaning will apply.

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

abuse	<ul style="list-style-type: none"> a) physical or psychological abuse, or b) the intentional inappropriate administration or non-administration of any drug, medicine or substance, or c) conduct of a sexual nature including sexual molestation, assault, gratification, coercion, harassment or pressure of any kind, or d) repeated or continuing threatening, abusive or insulting words or behaviour
act of terrorism	<ul style="list-style-type: none"> a) The following definition applies to any section, or part of a section, for Property Damage, Business Interruption, All Risks and Money: in respect of: <ul style="list-style-type: none"> i) England Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto ii) all other instances an act including, but not limited to, the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear b) The following definition applies to any section, or part of a section, for Employers' Liability, Public and Products Liability, Professional Indemnity, Reputational Risks or Trustees' and Directors' Indemnity an act including, but not limited to, the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological, or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear c) The following definition applies to any section, or part of a section, for Personal Accident an act including, but not limited to, the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological, ethnic, or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear
asbestos	asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos
bodily injury	death, illness, injury or disease

Definitions

cancellation expenses	<ul style="list-style-type: none"> a) irrecoverable deposits or charges paid in advance or contracted to be paid by you b) costs and other expenses necessarily and reasonably incurred by you in organising, promoting or providing services for the event <p>less any non-returnable income you have received from any source in connection with the staging of the event</p>
cancellation of event	<p>cancellation, postponement or curtailment of the whole event (not just to a part of an event) due to the:</p> <ul style="list-style-type: none"> a) inability to proceed with the event that cannot be postponed b) unavoidable postponement of the event, before it has started, to another time c) inability to complete the whole event once it has started
charitable body	the charity named as the person(s), church, company, or organisation stated in the schedule as the policyholder
charity	<ul style="list-style-type: none"> a) a registered or recognised charity or organisation holding charitable status b) a volunteer organisation c) a not-for-profit company d) a company limited by guarantee e) a Charitable Incorporated Organisation (CIO) f) a Community Interest Company (CIC) g) a social enterprise <p>the purposes and objectives for which are recognised as charitable in law and are for the public benefit</p>
claim	your request to us for indemnity, reimbursement or benefit under the terms of this policy, provided that a claim includes a single loss or series of losses arising from one event consequent on or attributable to one source or original cause
claim made	<ul style="list-style-type: none"> a) any claim notified to us, or b) any circumstances which may give rise to a claim that you discover and notify to us during the period of insurance
computer system	computers, other computing and electronic equipment linked to a computer, hardware, electronic data, processing equipment, microchips and anything which relies on a microchip for any part of its operation and includes for the avoidance of doubt any computer installation
costs and expenses	<ul style="list-style-type: none"> a) legal costs and expenses recoverable from you by any claimant b) defence costs and expenses incurred with our written consent
damage / damaged	physical loss, destruction or damage
data	information represented or stored electronically, including, but not limited to, code or series of instructions, operating systems, software programs and firmware
data protection legislation	the Data Protection Act 1998 or any subsequent legislation that specifically replaces this act
defamation	defamation, libel, slander and slander of title to goods
denial of service attack	any actions or instructions construed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks
employee	<p>any person:</p> <ul style="list-style-type: none"> a) under a contract of service or apprenticeship with you b) who is hired to, supplied to or borrowed by you c) engaged under a work experience or similar scheme d) helping as an authorised volunteer e) who is a trustee or director of yours <p>while under your direct control and supervision and working for you in connection with the event</p> <p>For the Employers' Liability and Public and Products Liability sections only, this definition is extended to include any:</p> <ul style="list-style-type: none"> f) labour only sub-contractor or anyone employed by them g) self-employed person <p>while under your direct control and supervision and working for you in connection with the event</p>

Definitions

event	<p>your event:</p> <ul style="list-style-type: none"> a) including any event which comprises multiple unrelated activities over one or more days e.g. festivals, carnivals, fairs b) undertaken with your full knowledge, authority and under your or an authorised employees' control, and c) stated in this policy's schedule or otherwise accepted by us in writing
excess	the first amount of each and every agreed claim that you will be asked to pay
flood	<ul style="list-style-type: none"> a) the escape of water from the normal confines of any natural or artificial water course or lake, reservoir, canal or dam b) inundation from the sea c) the flow of water over the ground due to heavy rainfall, which is unable to drain naturally into the land or into surface water drains at a sufficient rate
hacking	unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data whether your property or not
microchip	any unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontroller
mobility equipment	your manual and powered wheelchair(s) and scooter(s) as defined by, and used in accordance with, The Use of Invalid Carriages on Highways Regulations 1988
money	<ul style="list-style-type: none"> a) current coins and banknotes b) unused current postage stamps, trading stamps, savings stamps, postal orders, money orders, luncheon, charity and consumer redemption vouchers, gift tokens and unused units of franking machines c) cheques, travellers cheques, travel tickets, bankers drafts, credit card company sales vouchers or receipts d) National Savings certificates, premium bonds e) VAT purchase receipts <p>all belonging to you or for which you are responsible in connection with the event</p>
non-negotiable money	crossed cheques, crossed postal orders, crossed money orders, crossed bankers drafts, unused units of franking machines, National Savings certificates, premium bonds, credit card company sales vouchers or receipts and VAT purchase receipts, all belonging to you or for which you are responsible in connection with the event
offshore	<ul style="list-style-type: none"> a) embarkation onto a vessel or aircraft for conveyance to an offshore rig, platform or service or accommodation vessel, until disembarkation from the conveyance onto land from such offshore rig, platform or service or accommodation vessel b) whilst on any offshore rig, platform or service or accommodation vessel
period of insurance	<ul style="list-style-type: none"> a) single event policy (including days for setting up, dismantling and removal) starts for: <ul style="list-style-type: none"> • Cancellation Expenses, Employers Liability, Public and Products Liability and Personal Accident sections, if operative, from the inception date of this policy • all other operative sections from the 'event start date' and, for all sections, ends at the date shown on the schedule The start and finish dates of the event must not exceed 27 days. b) multi-event policy is for the 12 month period shown on the schedule and applies to all operative sections other than the Cancellation Expenses section which starts from the time you book a venue for an event or the inception of this policy whichever is the later. The start and finish dates of each event (including days for setting up, dismantling and removal) must be within the period shown on the schedule and not exceed 27 days. <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>SPECIAL NOTE (not forming part of this policy wording): No cover applies for events that start before the inception date or end after the expiry date of this policy. You will need to arrange new insurance with us or make other arrangements to insure the event.</p> </div>
personal money	current coins and banknotes, including foreign currency
products	goods (including their containers, packaging, labelling or instructions) no longer in your custody or control that have been sold, supplied, installed, erected, serviced, repaired, altered, treated or otherwise worked upon by you from or in the territorial limits in connection with the event

Definitions

professional supplier	any third party individual, company or organisation, other than you or your employees , that: <ul style="list-style-type: none"> a) organises b) runs c) supervises activities as a business, and provides such activities for you with or without a fee being charged
reinstatement	the rebuilding, replacement or repair of property damaged to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition when new. Where appropriate, reinstatement may be carried out: <ul style="list-style-type: none"> a) to your requirements b) upon another site provided our liability is not increased
territorial limits	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man
trustee or director	any natural person who was, is or becomes a (an): <ul style="list-style-type: none"> a) trustee b) director c) officer d) governor e) member of a committee of management f) shadow or de facto director g) employee acting in a managerial or supervisory capacity of the charitable body
venue	the venue as shown in the schedule as 'Location' to be used for the event
virus or similar mechanism	program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not. Virus or similar mechanism includes but is not limited to Trojan horses, worms and logic bombs For general exclusion 10 (Electronic Risks) only this definition is as follows: programming code designed to achieve an unexpected, unauthorised and/or undesirable effect or operation when loaded onto a computer system , transmitted between computer systems by transfer between computer systems via networks, extranets, and internet or electronic mail or attachments thereto, or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not
we / us / our	Ansvar Insurance – a business division of Ecclesiastical Insurance Office plc
working hours	any time when the venue is occupied for the event by you or any partner, director or employee responsible for money
you / your / insured / policyholder	the person(s), company or organisation (including a body of trustees' or board of directors') named in the schedule as the policyholder

Section 1 Public and Products Liability

The insurance by this section is on a 'costs in addition' basis.

This means that, unless **we** say otherwise, **costs and expenses** are payable in addition to the indemnity limit specified in the schedule.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay all amounts which you become legally liable to pay as damages and costs and expenses for accidental:</p> <ol style="list-style-type: none"> bodily injury to any person damage to material property obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement <p>occurring during the period of insurance in connection with the event and happening:</p> <ol style="list-style-type: none"> within the territorial limits anywhere in the world (other than within the United States of America or Canada) and caused by products. <p>We will in addition pay costs and expenses except in respect of any claim:</p> <ol style="list-style-type: none"> under an extension to this section which: <ol style="list-style-type: none"> only covers costs and expenses, in which circumstances the extension limit will apply specifically states that the extension limit includes costs and expenses arises from an act of terrorism, in which circumstances the costs and expenses is included within the indemnity limit, or extension limit, to which the claim applies. <p>Within costs and expenses, we will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with our written consent.</p>	<ol style="list-style-type: none"> The amount of excess shown in the schedule in respect of each claim for damage to material property. Liability arising directly or indirectly from any: <ol style="list-style-type: none"> activity excluded by the 'Activities' endorsement in the schedule error or omission in the provision of professional services treatment of any kind (other than first-aid) defamation bodily injury to any employee arising out of and in the course of the event bodily injury, or allegations of bodily injury, caused by abuse damage to property: <ol style="list-style-type: none"> or any part on which you or any employee is or has been working where the damage results from such work belonging to you or held in trust by you or borrowed, rented, leased or hired for use by you other than personal property (including vehicles and contents) of your visitors, partners, directors or employees offshore activities counselling, advice, design, formula or specification whether given for a fee or not medical, surgical, dental, pharmaceutical or therapeutic products products incorporated in any: <ol style="list-style-type: none"> craft designed to travel through air or space watercraft which could affect its safety, navigation or propulsion mechanically propelled vehicles which could affect their safety gas, chemical, petrochemical or power generation plant damage to, or the costs of recall, removal, replacement, alteration, repair or reinstatement of, any products or contract work executed by you, which is caused by a defect or its unsuitability for its intended purpose products: <ol style="list-style-type: none"> exported to sold, supplied or worked upon by you, or by others for you, from within the United States of America or Canada second-hand products (except as provided for in the Second-hand Goods extension to this section). Liability arising directly or indirectly from: <ol style="list-style-type: none"> ownership of any building (including its land and adjacent grounds) and repair and maintenance of such property ownership or use by you, or by others for you, of any premises within the United States of America or Canada ownership, possession or use by you or on your behalf, or by any person entitled to cover under this section, of any: <ol style="list-style-type: none"> watercraft (other than non-mechanically propelled not exceeding nine metres in length whilst operated on inland waterways only or within three miles of the coast) and craft designed to travel through air or space mechanically propelled vehicles for which compulsory motor insurance or security is required other than for loading and unloading unless cover is provided by any other policy any legal action brought or commenced in any court of law outside of the territorial limits. Liability arising from an agreement in respect of products or contract work executed by you unless liability would have existed without the agreement. The costs of remedying any defect or alleged defect in premises which you have disposed of.

Section 1 Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
	<ol style="list-style-type: none"> 6. Liability directly or indirectly caused by, resulting from or in connection with an act of terrorism arising at, or in connection with, any: <ol style="list-style-type: none"> a) premises of 40 storeys or more b) sports stadia, exhibitions, theatres, music venues or any events organised by you, where attendance may exceed 2,500 persons at any one time. 7. Fines or penalties. 8. Punitive, exemplary, aggravated or multiplied damages. 9. Liquidated damages. 10. Any compensation awarded by a court of criminal jurisdiction. 11. Any claim if you failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement.

Special requirements for Public and Products Liability

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

1 USE OF BOUNCY CASTLES, OTHER LAND-BASED INFLATABLES OR TRAMPOLINES

- a) if **you** use any bouncy castle and/or any other land-based inflatable, to ensure that:
 - i. access and use is controlled by an authorised adult **employee** at all times
 - ii. when used outside a building, it is securely anchored to the ground at each anchor point
 - iii. each anchor point is signed, or otherwise marked to be made easily visible, and wrapped to prevent injury
 - iv. soft matting is used to cover hard surfaces adjacent to the front or any open sides where there is a risk of injury from falling from the inflatable

SPECIAL NOTES RELATING TO BOUNCY CASTLES (not forming part of this policy wording):

Those who use bouncy castles are at an increased risk of injury, particularly children and others who may not be aware of the dangers. Where you provide, or are responsible for, bouncy castles we expect you to take extra care to prevent injuries by making sure measures are put in place that help reduce this risk and our guidelines are:

1. to follow the manufacturer's or supplier's safety recommendations
2. requiring children to remove sharp articles like shoes, buckles or jewellery
3. not allowing overcrowding, particularly by children (to help prevent knocking into each other)
4. not allowing a mix of large and small children at the same time (to avoid larger children crushing the smaller ones)
5. not allowing use by adults and children at the same time
6. not allowing any access to the very youngest children, e.g. under 2 years old.

- b) if **you** use any trampoline, to ensure that:
 - i. access and use is controlled by an authorised adult **employee** at all times
 - ii. it is fitted with safety side netting to prevent falls from the trampoline
 - iii. it is not used by more than one person at a time.

2 CLEAN-UPS OR LITTER PICKS

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

- a) wears boots or other stout footwear
- b) wears suitable gloves if handling any litter or rubbish
- c) is instructed not to clear up, move or touch any sharp objects, needles or syringes unless those persons:
 - i. are authorised adults who have received documented training in dealing with discarded needles or syringes, and
 - ii. wear rubber/latex gloves and use graspers/tongs to pick up any needles or syringes (DO NOT USE HANDS), and
 - iii. only use proprietary sharps bins/boxes to place any needles or syringes which are to be given to and emptied only by the local authority or contract clinical waste services.

3 SECOND-HAND GOODS (PRODUCTS LIABILITY)

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

- a) have any electrical appliance (other than a battery operated appliance) inspected and tested by a suitably qualified person (the minimum qualification required is inspection and testing certification for portable appliances, such as City & Guilds – Electrical Equipment Maintenance and Testing 2377 or its equivalent)
- b) ensure that each item of furniture or furnishings supplied free of charge is fit for purpose
- c) ensure that any other **products** are compliant with any current safety legislation or regulations
- d) retain all required records under such legislation or regulations for the required period provided this period is not less than 3 years.

Special requirements for Public and Products Liability

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

4 FACE PAINTING AND HENNA TATTOOS

if **you** apply any face paints or henna tattoos, to ensure that:

- a) they are not applied to any person:
 - i. under three years old
 - ii. who has open cuts or sores on their face
 - iii. who has a cold sore or conjunctivitis or any other known infectious skin condition
- b) **you**:
 - i. carry out a skin test prior to the application of any face paints or henna tattoos where any person has food allergies or allergic reactions to soaps, skin creams and the like
 - ii. clean any equipment before each application
 - iii. only use professional face paints and henna tattoos that comply with current safety legislation or regulations.

5 INSURANCE CHECKS

- a) under the 'Activities' endorsement – Professional Suppliers Contingency extension to this section, to have either:
 - i. made a check of the public liability insurance held by the **professional supplier** of that activity to ensure that appropriate cover would be in force for the contracted activityor
 - ii. reasonable grounds to believe that:
 - the **professional supplier** is required to be licensed to operate by the local authority or other appropriate regulatory body, and
 - public liability insurance is required to be held for the contracted activity by the **professional supplier** in compliance of such licence to operate.
- b) to ensure that the following insurances are in place before the start of the **event**:
 - Public Liability insurance for any other service provider for the **event** if such service provider will be operating or trading at any time during the **event** for commercial or personal financial gain.
 - Products Liability insurance arrangements for any other service provider for the **event** if such service provider normally operates or trades for commercial financial gain but who will be donating all income from their participation in the **event** to **you** or a **charity**.

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

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

6 LOANED OR HIRED OUT MOBILITY EQUIPMENT

to ensure, before any **mobility equipment** is:

- loaned, or
- hired out

by **you** that:

- a) it is checked and inspected by authorised **employee(s)**
- b) if it is damaged or faulty, it is immediately withdrawn from stock and not loaned or hired out by **you** until repaired by authorised **employee(s)** or a professional repairer
- c) a written record is kept of each check, service, repair and hiring
- d) if it is non-repairable, or uneconomic to repair, it is immediately and safely disposed of.

7 CORPORATE MANSLAUGHTER

under the Corporate Manslaughter extension to this section to ensure that **you**:

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

Extensions for Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 INDEMNITY TO OTHERS</p> <p>A. PRINCIPALS AND OTHER PEOPLE</p> <p>At your request, we will pay all amounts which the following people or organisations become legally liable to pay as damages for a claim against:</p> <ul style="list-style-type: none"> a) any principal, being any person, local or public authority, company or firm, with whom you have entered into a contract for work or services, but only in respect of claims arising out of the performance of such work or services by you b) your members, officers, partners, directors or employees c) any officer or member of your canteen, sports, social, welfare, first-aid, ambulance, fire or security activities provided: <ul style="list-style-type: none"> i. you would have been entitled to cover under this section if the claim had been made against you ii. such parties keep to the terms of this policy insofar as they can apply. <p>B. MEMBER TO MEMBER LIABILITY</p> <p>If any action for damages is brought against any of your members, we will extend cover under this section as if an individual policy has been issued to each of them. Provided such persons keep to the terms of this policy so far as they can apply.</p>	<p>Liability where indemnity is provided by any other insurance.</p>
<p>2 CROSS LIABILITIES</p> <p>If more than one party is named in the schedule as the policyholder, we will deal with any claim as though a separate policy had been issued to each of them.</p> <p>The most we will pay for any claim in total to all parties is the indemnity limit shown in the schedule.</p>	
<p>3 HIRED OR RENTED PREMISES</p> <p>Where you are legally liable to pay for damage to property at premises borrowed, rented, leased or hired for use by you for the event, the cover provided under this section extends to include your legal liability for such damage.</p>	<ul style="list-style-type: none"> 1. £250 excess other than for claims caused by fire or explosion. 2. Liability: <ul style="list-style-type: none"> a) arising from an agreement unless liability would have existed without the agreement b) where you are required to insure, or pay for the insurance of, the property damaged.
<p>4 CONTINGENT MOTOR LIABILITY</p> <p>We will pay all amounts which you alone become legally liable to pay as damages and costs and expenses for accidental:</p> <ul style="list-style-type: none"> a) bodily injury to any person b) damage to material property <p>arising out of the use by any employee of any motor vehicle in connection with the event and occurring during the period of insurance.</p>	<ul style="list-style-type: none"> 1. Liability arising from: <ul style="list-style-type: none"> a) damage to any such vehicle or its contents b) any vehicle owned or provided by you c) any vehicle driven by you (being an individual insured person such as a sole trader or partner) d) any vehicle driven by a person who to your knowledge does not hold a licence to drive such a vehicle unless such person has held and is not disqualified for holding or obtaining such a licence. 2. Liability: <ul style="list-style-type: none"> a) to the drivers or owners of such motor vehicles b) arising outside the territorial limits c) covered by any other policy. 3. Fines or penalties. 4. Punitive, exemplary, aggravated or multiplied damages. 5. Liquidated damages.

Extensions for Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>5</p> <p>WRONGFUL ARREST</p> <p>We will pay all amounts which you become legally liable to pay as damages and costs and expenses for any charge of:</p> <ol style="list-style-type: none"> wrongful arrest malicious prosecution false imprisonment defamation of or assault on any person made against you in respect of any allegation of theft or other improper conduct occurring during the period of insurance in connection with the event and happening in the territorial limits. <p>The most we will pay is £25,000 for all claims, including costs and expenses, in any one period of insurance.</p>	<ol style="list-style-type: none"> Claims by any employee. Liability for: <ol style="list-style-type: none"> fines, penalties or punitive, exemplary, aggravated or multiplied damages liquidated damages.
<p>6</p> <p>DATA PROTECTION</p> <p>a) We will pay all amounts which you become legally liable to pay as:</p> <ul style="list-style-type: none"> damages and costs and expenses following civil cases against you for material and non-material damage, and defence and prosecution costs awarded against you following criminal cases <p>resulting from any breach or alleged breach of data protection legislation happening during the period of insurance in connection with the event.</p> <p>b) In the event that any policy of insurance in force immediately prior to this extension expressly provided cover for data protection legislation on the basis of an indemnity for claims made during the period of insurance and in the event that a claim first made against you in the period of insurance in respect of data protection legislation then the indemnity provided by this extension is extended to indemnify you.</p> <p>The most we will pay for:</p> <ul style="list-style-type: none"> any claim for damages and costs and expenses following civil cases against you is the indemnity limit shown in the schedule all claims in any one period of insurance for defence and prosecution costs awarded against you following criminal cases is £100,000. 	<ol style="list-style-type: none"> Fines or penalties. Punitive, exemplary, aggravated or multiplied damages. Liquidated damages. Costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data. Liability arising: <ol style="list-style-type: none"> from or caused by a deliberate or intentional act or omission by you out of circumstances which may give rise to a claim or prosecution which have been notified to or ought to have been notified to previous insurers or which were known to you at the inception of this extension. Legal liability where indemnity is provided by any other insurance. <p>Any claims:</p> <ol style="list-style-type: none"> not insured by this extension or notices that may give rise to a claim, advised to us later than twenty-eight days after you have received a claim or notice against you.
<p>7</p> <p>SECOND-HAND GOODS (PRODUCTS LIABILITY)</p> <p>Subject to the terms and exclusions for products cover, we will pay all amounts which you become legally liable to pay as damages and costs and expenses for liability arising from second-hand products.</p>	<ol style="list-style-type: none"> Liability arising from the following second-hand products: <ol style="list-style-type: none"> upholstered furniture or bedding that does not meet the standards under statutory safety legislation other than upholstered furniture or bedding supplied free of charge to the poor and needy gas appliances of any description any appliance containing or using flammable liquids. Liability arising from an agreement unless liability would have existed without the agreement. Any claim when you have failed to comply with the special requirement for this extension and such failure caused or worsened the liability.
<p>8</p> <p>COURT ATTENDANCE EXPENSES</p> <p>We will pay £250 per day if you, or any partner, director or employee, are required to attend court as a witness at our request in connection with a claim for which insurance is provided under this section.</p>	

Extensions for Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>9 CORPORATE MANSLAUGHTER</p> <p>We will pay all amounts which you become legally liable to pay overall for costs and expenses incurred with our prior written consent in:</p> <ol style="list-style-type: none"> a) the defence of any criminal proceedings, or b) an appeal against conviction which arises from criminal proceedings <p>for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the period of insurance in the course of the event.</p> <p>The most we will pay for all claims under this extension is £500,000 in any one period of insurance, but if a claim for the same prosecution or proceedings is also made under:</p> <ol style="list-style-type: none"> i. the Corporate Manslaughter extension (if operative) of the Employers' Liability section of this policy, the separate extension limits are replaced by one aggregate limit of £1,000,000 for all claims under this policy in any one period of insurance ii. any other policies issued by us to you, the most we will pay for all claims in total for all policies, including this policy, is £2,000,000. 	<ol style="list-style-type: none"> 1. Fines or penalties of any kind. 2. Costs of any remedial or publicity orders, or steps to be taken by such orders. 3. Proceedings consequent upon any deliberate act or omission by you or your managerial employees while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission. 4. Costs and expenses: <ol style="list-style-type: none"> a) where they are otherwise covered under an operative Legal Expenses section of this policy except for any amount payable beyond the indemnity limit under such Legal Expenses cover b) where indemnity is otherwise provided by any other policy, insurer or from any other source. 5. We will not pay any claim when you have failed to comply with the special requirements for this extension and such failure caused or worsened the liability.
<p>10 HEALTH AND SAFETY AT WORK</p> <p>We will pay all amounts which you become legally liable to pay for costs and expenses in:</p> <ol style="list-style-type: none"> a) the defence of any criminal proceedings b) an appeal against conviction arising from such proceedings brought in respect of an offence under: <ol style="list-style-type: none"> i. the Health and Safety at Work etc. Act 1974 ii. the Health and Safety at Work (Northern Ireland) Order 1978 <p>provided that the proceedings relate to an offence committed or alleged to have been committed during the period of insurance within the territorial limits and in the course of the event.</p> <p>The most we will pay is £500,000 for any claim, but if a claim is also made under the Health and Safety at Work extension for the Employers' Liability section (if operative) to this policy for the same proceedings then this limit applies in total to both extensions.</p>	<ol style="list-style-type: none"> 1. Fines or penalties of any kind. 2. Proceedings consequent upon any deliberate act or omission by: <ol style="list-style-type: none"> a) you, or your directors or partners b) any employee responsible for compliance with the legislation. 3. Proceedings related to the health, safety or welfare of employees. 4. Legal costs and expenses covered elsewhere in this policy or by any other policy. 5. Liability for bodily injury or damage to property.
<p>11 CONSUMER PROTECTION AND FOOD SAFETY</p> <p>We will pay all amounts which you become legally liable to pay for costs and expenses in:</p> <ol style="list-style-type: none"> a) the defence of any criminal proceedings b) an appeal against conviction arising from such proceedings brought in respect of a breach of: <ol style="list-style-type: none"> i. Part II of the Consumer Protection Act 1987 ii. the Food Safety Act 1990 <p>provided that the proceedings relate to an offence alleged to have been committed during the period of insurance and in the course of the event and are brought within the territorial limits.</p> <p>The most we will pay for any claim in respect of the:</p> <ul style="list-style-type: none"> – Consumer Protection Act is £500,000 – Food Safety Act is £500,000. 	<ol style="list-style-type: none"> 1. Fines or penalties of any kind. 2. Proceedings consequent upon any deliberate act or omission by you, any director, partner or any employee responsible for compliance with the legislation. 3. Legal costs, expenses, reimbursements or charges: <ol style="list-style-type: none"> a) covered elsewhere in this policy or by any other policy b) arising from an order made under Section 9 of the Food Safety Act c) resulting from any regulation under Section 45 of the Food Safety Act. 4. Liability for bodily injury or damage to property.

Claims settlement for Public and Products Liability

LIMITS

The most **we** will pay:

- a) under this section, including any extension to this section not stated in b) below:
 - i. for damages in respect of:
 - all **claims** in any one **period of insurance** caused by **products** or arising from pollution or contamination
 - any **claim** for liability other than relating to a **claim** for an **act of terrorism, products**, pollution or contamination
 - ii. for damages and **costs and expenses** in respect of any **claim** (and all **claims** happening during any **period of insurance** caused by **products**) which is directly or indirectly caused by or results from, or is in connection with an **act of terrorism** (if **we** allege that the **bodily injury** or **damage** has resulted from an **act of terrorism** the burden of proving the contrary shall be upon **you**) or any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**, is £5,000,000 or, if lower is the indemnity limit shown in the schedule, or any limitation stated within an extension, whichever is less
Costs and expenses will be paid in addition to the indemnity limit unless **we** have stated otherwise
- b) under any extension to this section which relates to **costs and expenses** only, including Court Attendance Expenses, is the limit stated in the extension which is in addition to the indemnity limit stated in a) above
- c) for damages in respect of any **claim** under the Cross Liabilities extension in total to all parties is the indemnity limit shown in the schedule, or any limitation stated within an extension, whichever is less.

Section 2 Employers' Liability

The insurance by this section is on a 'costs inclusive' basis.

This means that, unless **we** say otherwise, **costs and expenses** are included within the indemnity limit specified in the schedule.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay all amounts which you become legally liable to pay as damages and costs and expenses for bodily injury to any employee caused during the period of insurance in connection with the event and occurring in the territorial limits.</p> <p>Within costs and expenses, we will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with our written consent.</p> <p>RIGHT OF RECOVERY</p> <p>The cover under this section shall be interpreted as being in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the territorial limits but you shall repay to us all sums paid by us which we would not have been liable to pay but for the provisions of such law.</p> <p>CERTIFICATE OF EMPLOYERS LIABILITY INSURANCE</p> <p>If this section or the policy is cancelled the Certificate of Employers' Liability Insurance issued for this section is cancelled at the same time.</p>	<p>Liability:</p> <ul style="list-style-type: none"> a) for which compulsory motor insurance or security is required b) arising in connection with offshore activities.

Special requirement for Employers' Liability

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

1 CORPORATE MANSLAUGHTER

under the Corporate Manslaughter extension to this section to ensure that **you**:

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

Extensions for Employers' Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 INDEMNITY TO OTHER PEOPLE (INCLUDING PRINCIPALS)</p> <p>At your request we will pay all amounts which the following people or organisations become legally liable to pay as damages and costs and expenses for a claim made against them:</p> <ul style="list-style-type: none"> a) any partner, director or employee of yours b) any officer or member of your canteen, sports, social or welfare organisations, first-aid, ambulance, fire or security services c) any partner or director of yours in respect of private work carried out for them with your prior consent by any employee d) any principal, being any person, local or public authority, company or firm, with whom you have entered into a contract for work or services, but only in respect of claims arising out of the performance of such work or services by you <p>provided:</p> <ul style="list-style-type: none"> i. you would have been entitled to cover under this section if the claim had been made against you ii. such parties keep to the terms of this policy insofar as they can apply. 	

Extensions for Employers' Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>2 UNSATISFIED COURT JUDGEMENTS</p> <p>If any employee obtains a judgement for damages in respect of bodily injury against any company or individual operating from premises within the territorial limits and that judgement remains unpaid for more than six months, we will pay to the employee, at your request, the amount of any unpaid damages and awarded costs provided:</p> <ol style="list-style-type: none"> the bodily injury is caused: <ol style="list-style-type: none"> during the period of insurance, and in the course of the event, and in the territorial limits there is no appeal outstanding the judgement being obtained in the first instance under the jurisdiction of a court in the territorial limits the judgement relates to bodily injury which would otherwise be insured by this section of the policy if any payment is made under this extension the employee or their legal personal representatives shall assign the judgement to us. 	
<p>3 COURT ATTENDANCE EXPENSES</p> <p>We will pay £250 per day if you, or any partner, director or employee, are required to attend court as a witness at our request in connection with a claim for which cover is provided under this section.</p>	
<p>4 CORPORATE MANSLAUGHTER</p> <p>We will pay all amounts which you become legally liable to pay overall for costs and expenses incurred with our prior written consent in:</p> <ol style="list-style-type: none"> the defence of any criminal proceedings, or an appeal against conviction which arises from criminal proceedings <p>for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the period of insurance in the course of the event.</p> <p>The most we will pay for all claims under this extension is £500,000 in any one period of insurance, but if a claim for the same prosecution or proceedings is also made under:</p> <ol style="list-style-type: none"> the Corporate Manslaughter extension (if operative) of the Public and Products Liability section of this policy, the separate extension limits are replaced by one aggregate limit of £1,000,000 for all claims under this policy in any one period of insurance any other policies issued by us to you, the most we will pay for all claims in total for all policies, including this policy, is £2,000,000. 	<ol style="list-style-type: none"> Fines or penalties of any kind. Costs of any remedial or publicity orders, or steps to be taken by such orders. Proceedings consequent upon any deliberate act or omission by you or your managerial employees while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission. Costs and expenses: <ol style="list-style-type: none"> where they are otherwise covered under an operative Legal Expenses section of this policy except for any amount payable beyond the indemnity limit under such Legal Expenses cover where indemnity is otherwise provided by any other policy, insurer or from any other source. We will not pay any claim when you have failed to comply with the special requirements for this extension and such failure caused or worsened the liability.
<p>5 HEALTH AND SAFETY AT WORK</p> <p>We will pay all amounts which you become legally liable to pay for costs and expenses in:</p> <ol style="list-style-type: none"> the defence of any criminal proceedings an appeal against conviction arising from such proceedings brought in respect of an offence under: <ol style="list-style-type: none"> the Health and Safety at Work etc. Act 1974 the Health and Safety at Work (Northern Ireland) Order 1978 <p>provided that the proceedings relate to an offence committed or alleged to have been committed during the period of insurance within the territorial limits and in the course of the event.</p> <p>The most we will pay is £500,000 for any claim, but if a claim is also made under the Health and Safety at Work extension for the Public and Products Liability section (if operative) to this policy for the same proceedings then this limit applies in total to both extensions.</p>	<ol style="list-style-type: none"> Fines or penalties of any kind. Proceedings consequent upon any deliberate act or omission by: <ol style="list-style-type: none"> you, or your directors or partners any employee responsible for compliance with the legislation. Proceedings related to the health, safety or welfare of persons other than employees. Legal costs and expenses covered elsewhere in this policy or by any other policy. Liability for bodily injury.

Claims settlement for Employers' Liability

LIMITS

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

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

The amount **we** pay under any extension to this section forms part of, and is not in addition to, the limitations stated above.

Section 3 All Risks

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay for damage to your property, or property for which you are responsible, as listed in the All Risks Specification in the schedule occurring within the territorial limits.</p> <p>RESTRICTED COVER</p> <p>If we cover any of the following property:</p> <ol style="list-style-type: none"> 1. marquees or tents 2. inflatables 3. sports equipment (including winter sports) 4. wind turbines 5. solar or photovoltaic panels <p>either specifically or as part of a miscellaneous item in the All Risks Specification, the cover is restricted to damage to such property caused by the following events only:</p> <ol style="list-style-type: none"> a) fire, explosion, lightning, earthquake or smoke b) theft or attempted theft c) riot and civil commotion d) storm or flood e) aircraft or other aerial devices or articles dropped from them f) impact by any road vehicle, train or animal g) accidental damage caused by falling trees, branches, telegraph poles, lamp posts or pylons <p>occurring within the stated territorial limits.</p>	<ol style="list-style-type: none"> 1. The amount of excess shown in the schedule but increased to: <ol style="list-style-type: none"> a) £250 in respect of: <ol style="list-style-type: none"> i. theft or attempted theft of property from any trailer ii. damage caused by storm or flood to property in the open that has not been designed to be kept in the open or has not otherwise been protected against storm or flood damage b) £500 in respect of theft or attempted theft of property not kept in a locked building or motor vehicle. 2. Consequential loss of any kind. 3. Damage: <ol style="list-style-type: none"> a) which is specifically included or excluded elsewhere under this section or by endorsement b) to any electrical plant or apparatus caused by self-ignition but this exclusion shall apply only to that part of the electrical plant or apparatus in which self-ignition occurs c) attributable solely to change in the water table level d) resulting from the cessation of work. 4. Damage to any: <ol style="list-style-type: none"> a) money, securities, credit and debit cards b) strings, reeds or drumheads on musical instruments c) living creatures d) trees, shrubs, plants or other vegetation e) explosives. 5. Damage caused by or consisting of: <ol style="list-style-type: none"> a) faulty workmanship, defective design or the use of defective materials b) inherent vice or latent defect c) wear and tear, depreciation or gradually operating cause but this does not apply to subsequent damage which itself results from a cause not otherwise excluded d) the deliberate erasure, loss, distortion or corruption of electronic data e) fungus, mildew or rot f) unexplained disappearance, inventory shortage or shortage, misfiling or misplacing of information g) acts of fraud or dishonesty. 6. Damage caused by: <ol style="list-style-type: none"> a) action of light, atmospheric or climatic conditions (other than storm or flood) or frost b) moths, vermin, insects, parasites or woodworm c) domestic pets d) subsidence, heave, landslip or settlement e) any process of cleaning, dyeing, altering, repairing, renovating or restoring f) a rise or fall in temperature g) any heating process or any process involving the application of heat. 7. Damage consisting of: <ol style="list-style-type: none"> a) marring or scratching b) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates.

Section 3 All Risks

WHAT IS COVERED	WHAT IS NOT COVERED
	<p>8. Damage by theft of:</p> <ul style="list-style-type: none"> a) property from a soft topped, soft sided, open topped or open sided trailer b) property from any unattended motor vehicle unless: <ul style="list-style-type: none"> i. the property is hidden from view in a closed glove, storage or luggage compartment or boot, and ii. all windows and sunroofs are securely closed and all doors, tailgate and boot are locked c) any bicycle unless at the time of damage it is in a locked building or is attached by an appropriate security device to a permanently fixed structure. <p>9. Damage by theft or attempted theft from a building which does not involve entry to or exit from the building by forcible and violent means unless occupied by you for the event.</p> <p>10. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.</p>

Special requirement for All Risks

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

1 TRAILER SECURITY

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

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

Extension for All Risks

WHAT IS COVERED		WHAT IS NOT COVERED
1	<p>ADDITIONAL INTERESTS</p> <p>The interest of any third party in any property insured by this section is automatically noted provided that:</p> <ul style="list-style-type: none"> a) the interest is required to be included on the policy by you under the terms of any hiring lease or hire purchase agreement b) the cover for the additional interest is no more extensive than the current cover provided to you under the policy at the time the interest commences c) you advise full details to us in writing as soon as reasonably practicable 	

Claims settlement for All Risks

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

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

Unless otherwise stated, settlement will be calculated on the basis of **reinstatement** except for any type of clothing or linen. If the **reinstatement** basis of settlement does not apply then settlement will be based on the replacement or repair of property **damaged** to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition immediately prior to the **damage**.

We will not be bound to reinstate exactly or completely any property that is the subject of a **claim**, but only as circumstances permit and in reasonably sufficient manner.

COMPUTERS

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

We will not pay for:

- a) installation of software that can be completed by **you** following manufacturer's standard instructions
- b) any non-proprietary software
- c) reconstitution or re-input of any electronic data held
- d) the value to **you** of any electronic data.

UNDERINSURANCE

When **reinstatement** applies: if at the time of **damage**, the sum insured for any item is less than its full **reinstatement** value **we** will only pay the same proportion of the **damage** as the sum insured bears to the full **reinstatement** value for that item.

When **reinstatement** does not apply: if at the time of the **damage**, the sum insured by any item is less than the total cost of replacing or repairing the property to which that sum insured relates to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition immediately prior to the **damage**, then the amount **we** will pay will be reduced in the same proportion that the sum insured bears to its total cost of replacement or repair.

LIMITS

The most **we** will pay in any one **period of insurance** is the sum insured for each item shown in the schedule, unless such sum insured is reinstated after a **claim** in accordance with the Automatic Reinstatement of Sum Insured.

The amount **we** pay under any extension to this section forms part of, and is not in addition to, the **period of insurance** limitations stated above.

AUTOMATIC REINSTATEMENT OF SUM INSURED

The sum insured for any item shown in the schedule will be reinstated by the amount of any **claim we** pay, unless:

- a) the **claim** relates to the total loss of any specified item, or
- b) **we** or **you** give notice to the contrary within 30 days of notification of the **claim** to **us** and provided that, if **we** so require, **you** will:
 - i. pay an additional premium based on a proportional part of the annual premium to reinstate the sum insured
 - ii. take immediate steps to carry out any **damage** prevention measures that **we** may specify.

MATCHING ITEMS

We will pay for a **damaged** item that forms part of a pair, set, suite or one of a collection of matching items, but **we** will not pay for any other item that has not been **damaged** or may lose value just because it forms part of a pair, set, suite or one of a collection of matching items.

Section 4 Cancellation Expenses

SPECIAL NOTE (not forming part of this policy wording)

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

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay for the:</p> <p>a) cancellation expenses incurred, paid or contracted to be paid by you following the necessary and unavoidable cancellation of event resulting:</p> <ul style="list-style-type: none"> i. solely and directly as a consequence of the non-appearance of any pre-booked speaker, celebrity, performer or musician provided that no suitable replacement(s) were available ii. solely and directly as a consequence of the failure of a supplier to provide services or goods provided that no alternative supplier(s) were available iii. from any other cause beyond the control of you, your employees, agents, event organiser(s), sponsor(s) or financial supporter(s) <p>b) additional costs necessarily incurred by you for the sole purpose of avoiding:</p> <ul style="list-style-type: none"> i. the cancellation of event ii. or diminishing a loss of cancellation expenses <p>but not exceeding the amount that would otherwise have been payable for cancellation expenses.</p>	<ol style="list-style-type: none"> 1. The amount of excess shown in the schedule. 2. Any claim notified to us more than 14 days after the date the event was cancelled, postponed or curtailed. 3. Any circumstance(s) likely to cause loss and known to you at the commencement of Cancellation Expenses cover for each event. 4. Cancellation of event due to: <ul style="list-style-type: none"> a) weather conditions other than to the extent of cover under extension 2 Adverse weather b) lack of or inadequate attendance or insufficient interest prior to the event c) lack of sales or shortages of receipts d) the withdrawal or lack of finance e) orders or restrictions imposed by any local authority or the emergency services f) industrial action or labour disputes, existing or threatened prior to the start of this policy, whether known to you or not, unless the event start date is more than 90 days after the start of this policy g) an outbreak of any infectious or contagious disease(s) or any discovery of an organism resulting in or likely to result in the occurrence of any infectious or contagious disease(s) h) the non-appearance of any speaker, celebrity, performer or musician over the age of 75 years due to death, injury or ill health i) failure of a supplier to provide services or goods or non-appearance of any speaker, celebrity, performer or musician where booking arrangements have not been confirmed in writing. 5. Any claim arising out of: <ul style="list-style-type: none"> a) the financial failure of the event b) insolvency, financial default or inability to pay. 6. Any costs or expenses incurred by any other exhibitors, stallholders, groups or participants in the event due to cancellation of event. 7. Unavailability of the venue as a result of work being carried out by contractors resulting in all or part of the venue being unusable for the event, other than work carried out as an emergency occurring during the period of insurance. 8. Any event outside the territorial limits.

Extensions for Cancellation Expenses

WHAT IS COVERED		WHAT IS NOT COVERED
1	<p>EXHIBITORS</p> <p>Where you are an exhibitor only and not the event organiser this section extends to cover additional expenses incurred by you following your failure to vacate the venue at the termination of tenancy resulting from any cause beyond the control of you or the event organiser(s), sponsor(s) or financial supporter(s).</p> <p>The most we will pay for any claim is £500.</p>	
2	<p>ADVERSE WEATHER</p> <p>We will pay for cancellation expenses incurred, paid or contracted to be paid by you following the necessary and unavoidable cancellation of event solely and directly due to weather conditions that make the start or completion of the event dangerous or irresponsible in regards to the safety of the public or any attendees of the event.</p> <p>The most we will pay for any claim is 20% of the sum insured for cancellation expenses shown in the schedule.</p>	<ol style="list-style-type: none"> 1. The amount of excess shown in the schedule. 2. Lack of attendance due to weather conditions.

Claims settlement for Cancellation Expenses

LIMITS

Unless otherwise stated, the most **we** will pay for any **claim** is the sum insured for **cancellation expenses** shown in the schedule. The amount **we** pay under any extension to this section forms part of, and is not in addition to, the limitations stated above.

Section 5 Money

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay for:</p> <ol style="list-style-type: none"> 1. physical loss of money 2. damage caused by theft or attempted theft to any: <ol style="list-style-type: none"> a) safe or strongroom at the venue b) cash carrying case, security belt or waistcoat 3. damage to clothing and personal effects belonging to an employee caused by theft or attempted theft of money. 	<ol style="list-style-type: none"> 1. The amount of excess shown in the schedule. 2. Loss from any unattended motor vehicle. 3. Loss due to: <ol style="list-style-type: none"> a) misappropriation, deception or false accounting by: <ol style="list-style-type: none"> i. you or any director or partner ii. any employee except as covered in the Misappropriation of Money extension to this section b) clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques, fraudulent credit card transactions or to the use of counterfeit money. 4. Loss arising: <ol style="list-style-type: none"> a) outside the territorial limits b) from signed blank cheques. 5. Loss suffered as a result of a transaction as part of the event. 6. Loss of: <ol style="list-style-type: none"> a) negotiable money in transit by post b) money in the custody of professional carriers other than non-negotiable money in transit by post c) money in any coin, banknote or token operated machine or money dispensing machine. 7. Damage to any coin, banknote or token operated machine or money dispensing machine. 8. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

Special requirements for Money

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

- 1 RECORD KEEPING

keep a complete record of all **money** in transit and on the **venue** and deposit such record in a secure place other than in a safe or strongroom containing the **money**.
- 2 SECURITY

keep any safe or strongroom locked and all keys to them must be removed from the **venue** unless the **venue** is occupied by an authorised **employee** in which case such keys shall be kept in a locked receptacle when left in an unattended room or on the person of the authorised **employee**.
- 3 CARRYING LIMITS

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

 - a) £2,500 but not more than £5,000 at any one time, it must be accompanied by at least two adult persons
 - b) £5,000 but not more than £10,000 at any one time, it must be accompanied by at least three adult persons
 - c) £10,000 at any one time, it must be carried by a security company.

This requirement applies regardless of the amount of cover under this section.
- 4 CREDIT AND DEBIT CARDS

keep a copy of each completed credit or debit card sales voucher:

 - a) separate from its counterpart, and
 - b) in a secure place

outside of **working hours**.

Extensions for Money

WHAT IS COVERED		WHAT IS NOT COVERED
1	<p>MISAPPROPRIATION OF MONEY</p> <p>We will pay any claim made by you for any loss of money as a result of misappropriation, deception or false accounting by employee(s) provided this is discovered within 14 days of the occurrence.</p> <p>For the purposes of this extension, the definition of employee shall also include any former employee within 14 days of termination of their service with you.</p> <p>The most we will pay is:</p> <p>a) £2,500 for any claim made in respect of any one employee</p> <p>b) £5,000 for all claims made in any one period of insurance.</p> <p>Any and all fraudulent or dishonest acts committed by an employee shall be considered as one occurrence or event where that employee is involved or implicated.</p>	<ol style="list-style-type: none"> The amount of excess shown in the schedule. Loss resulting from misappropriation, deception or false accounting: <ol style="list-style-type: none"> where the date of occurrence is prior to the original inception date of this policy which is committed by an employee(s) who is (are) normally resident outside of the territorial limits which cannot be proven to have been committed which is evidenced solely by an inventory or profit and loss computation where the employee(s) concerned was (were) known to have been involved in any previous dishonest or fraudulent act.
2	<p>PERSONAL ACCIDENT (ASSAULT)</p> <p>If you, or any partner, director or employee, while working for you in connection with the event, sustain(s) accidental bodily injury caused by external violent and visible means arising as a result of assault by persons with the intent of theft of property, or money, during the period of insurance which within 24 months is the sole cause of death or disablement, we will pay a benefit as shown below.</p>	<p>Accidental bodily injury:</p> <ol style="list-style-type: none"> consisting solely of illness, disease or disorder to any person whose age is under 16 or more than 70 years at the time of the bodily injury sustained outside the territorial limits directly or indirectly caused, or contributed to, by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent regardless of any contributory cause. <p>If we allege that by reason of this exclusion any accidental bodily injury is not covered by this policy the burden of proving the contrary shall be upon you.</p>
	Benefits for Personal Accident (Assault)	Persons aged 16 to 70
1	Death	capital benefit shown in the schedule
2	<p>Permanent total disablement, being either:</p> <ol style="list-style-type: none"> total and permanent loss of use of one or more entire hands or feet total and irrecoverable loss of sight in one or both eyes permanent total disablement resulting from total and irrecoverable loss of speech or hearing permanent total disablement, not resulting from any of a), b) or c) above, preventing all gainful employment or occupation 	<p>)</p> <p>)</p> <p>)</p> <p>) capital benefit shown in the</p> <p>) schedule</p> <p>)</p> <p>)</p> <p>)</p>
3	Temporary total disablement from attending to or engaging in a substantial and essential part of the person's normal duties in connection with the event , or from all gainful employment or occupation, at the rate per week up to a maximum of 104 weeks	weekly benefit shown in the schedule

Extensions for Money

Claims settlement for Personal Accident (Assault)

We will pay the amount of benefit as shown in this extension to **you** or at **your** request to the injured person or their legal personal representative.

- a) Only one of benefits 1, 2 a), b), c) or d) will be payable for each injured person for any one accident or for the same period of disablement.
- b) In the event of a **claim** under benefit 2, this extension will cease to apply to the injured person.
- c) If any payment is made under benefit 3, it shall be deducted from any amount subsequently paid under benefits 1 or 2.
- d) Under benefit 3, **we** may make monthly payments on account.
- e) **We** will not pay benefits for the same injured person under more than one section of this policy for any one occurrence. The section that provides the greatest benefit will apply.

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

WHAT IS COVERED		WHAT IS NOT COVERED
3	<p>CREDIT AND DEBIT CARDS</p> <p>We will indemnify you for loss resulting from the fraudulent use of any credit or debit card provided by you solely for use in connection with the event.</p> <p>The most we will pay for all claims per card account is £1,000 in any one period of insurance.</p>	<ul style="list-style-type: none"> 1. Loss: <ul style="list-style-type: none"> a) due to the use of any credit or debit card where the terms under which it has been issued have not been fully complied with b) not reported to the police and the issuing authority within 24 hours of discovery c) covered by a bank or card issuer d) otherwise insured under any other policy or indemnity. 2. Fraudulent use by you, your directors, partners or employees.

Claims settlement for Money

LIMITS

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

- a) **non-negotiable money** £250,000
- b) **money** other than **non-negotiable money**:
 - i. at the **venue** and secured in a locked safe or strongroom)
 - ii. at the **venue** during **working hours**) the money limit shown in the schedule
 - iii. in transit by **you** or any authorised **employee**)
 - iv. in a bank night safe)
 - v. at **your** home or that of an authorised **employee** £1,000
 - vi. in **your** official charity collecting tins or buckets £250 for any **claim** and £500 for any one **period of insurance**
 - vii. in any other circumstance £500
- c) **damage** to safes, strongrooms, cash carrying cases, security belts or waistcoats £2,000
- d) **damage** to **employees** clothing and personal effects. up to £500 for any one person (which includes **personal money** up to £100)

Section 6 Personal Accident

WHAT IS COVERED	WHAT IS NOT COVERED
<p>If you, or any partner, director or employee while working for you, sustain(s) accidental bodily injury caused by external violent and visible means arising out of and in the course of the event during the period of insurance:</p> <ol style="list-style-type: none"> 1. which within 24 months is the sole cause of death or disablement, we will pay a benefit as defined under the Benefits for Personal Accident 2. and as a result incur medical expenses, being the cost of medical, surgical, dental or other remedial attention, treatment or appliances, given or prescribed by a qualified medical practitioner and all hospital, nursing home and ambulance charges necessarily incurred in the treatment of the injured person, we will pay up to £2,500 for any claim for any one person 3. and as a result need(s) in-patient hospital treatment, we will pay a benefit of £20 for each complete period of 24-hours stay in hospital up to £200 for any claim for any one person. 	<p>Accidental bodily injury:</p> <ol style="list-style-type: none"> a) consisting solely of illness, disease or disorder b) to any person whose age is under 16 or more than 80 years at the time of the bodily injury c) sustained outside the territorial limits d) arising directly or indirectly from Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition e) directly or indirectly caused, or contributed to, by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent regardless of any contributory cause. If we allege that by reason of this exclusion any accidental bodily injury is not covered by this policy the burden of proving the contrary shall be upon you f) caused by you or any partner, director or employee: <ol style="list-style-type: none"> i. engaging in abseiling, aqua-lung diving, boxing, cliff or rock climbing, earth balling, elastic rope sports or activities, firework displays, flying (except as a fare-paying passenger), football, hang-gliding, horse riding, hunting, martial arts, motor-cycling, motor-scootering, mountaineering, parachuting, polo, pot-holing, professional sport of any kind, racing (except on foot), rugby, water activities (except swimming), winter sports (including dry-slope skiing) and wrestling ii. committing or attempting to commit suicide or any act of intentional self-injury or deliberate exposure to danger except in an attempt to save human life iii. being under the influence of intoxicants or drugs unless under medical supervision iv. being pregnant or giving birth v. being insane vi. serving in the armed forces g) resulting from any accident in connection with: <ol style="list-style-type: none"> i. powered woodworking machinery other than portable hand tools ii. the use of scaffolding, other than tower scaffolding, unless professionally erected iii. tree felling and the lopping and topping of trees, unless such work is within the scope of the ordinary domestic gardener and there is no use of chainsaws.

Benefits for Personal Accident

1 Death	death benefit shown in the schedule
2 Permanent total disablement, being either:)
a) total and permanent loss of use of one or more entire hands or feet)
b) total and irrecoverable loss of sight in one or both eyes)
c) permanent total disablement resulting from total and irrecoverable loss of speech or hearing) permanent total disablement benefit shown in the schedule
d) permanent total disablement, not resulting from any of a), b) or c) above, preventing all gainful employment or occupation)
3 Temporary total disablement from attending to or engaging in a substantial and essential part of the person's normal duties in connection with the event , or from all gainful employment or occupation, at the rate per week up to a maximum of 104 weeks from the date of the accidental bodily injury , less the deferment period stated on the schedule) temporary total disablement benefit shown in the schedule

Claims settlement for Personal Accident

LIMITS

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

- a) Only one of benefits 1, 2 a), b), c) or d) will be payable for the injured person for any one accident or for the same period of disablement.
- b) In the event of a **claim** under benefit 2, this policy will cease to apply to the injured person concerned.
- c) If any payment is made under benefit 3, it shall be deducted from any amount subsequently paid under benefits 1 or 2.
- d) Under benefit 3, **we** may make monthly payments on account.
- e) Under benefit 3, **we** will not make any payment during the deferment period stated on the schedule.
- f) **We** will not pay benefits for the same injured person under more than one section of this policy for any one occurrence. The section that provides the greatest benefit will apply.

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

General Exclusions

(Applicable to the whole policy unless otherwise stated)

This policy does not cover:

1 RADIOACTIVE CONTAMINATION

damage, consequential loss, liability, cost or expense directly or indirectly caused by, or contributed to by, or arising from:

- a) ionising radiation from, or contamination by, radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion, or other like reaction, or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter
Part d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared, stored or used in the normal course of operations by **you** for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended.
- e) any chemical, biological, bio-chemical or electromagnetic weapon.

However, this exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon.

This exclusion does not apply to any policy section, or part of a section, for:

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

2 WAR RISKS

damage, consequential loss, liability, cost or expense directly or indirectly occasioned by happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

This exclusion does not apply to any policy section, or part of a section, for Employers' Liability.

3 SONIC BANGS

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

4 CONFISCATION

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

5 TERRORISM

any **damage**, liability, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This insurance also excludes **damage**, liability, 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 terrorism**.

If **we** allege that by reason of this exclusion any **damage**, liability, cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**.

This exclusion does not apply to any policy section, or part of a section, for Employers' Liability, Public and Products Liability or Personal Accident.

6 POLLUTION OR CONTAMINATION

- a) in respect of any section, or part of section, insuring property of any description, including electronic data.

damage, consequential loss, cost or expense caused by pollution or contamination except (unless otherwise excluded) **damage** caused by:

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

and provided the pollution or contamination is 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**.

- b) in respect of any section, or part of section, insuring liability to third parties

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

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

Pollution or contamination shall be deemed to mean:

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

General Exclusions

This policy does not cover:

7 INDIRECT LOSS

any indirect losses which result from the event that caused **you** to make a **claim**, except as specifically provided for under this policy.

This exclusion does not apply to any policy section, or part of a section for Employers' Liability, Public and Products Liability or Personal Accident.

8 MORE SPECIFIC INSURANCE

property more specifically insured under another policy

9 DATE RELATED COMPUTER FAILURE

any **claim** directly or indirectly arising from the failure or possible failure of any computer or other equipment, media or system (or any part of them) for processing, storing or retrieving data, to include without limitation any microchip integrated circuit or similar device or any computer software, to:

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

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

fire, explosion, lightning, smoke, aircraft or other aerial devices dropped from them, theft or attempted theft, impact by any road vehicle, train or animal, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances, malicious people or vandals, storm or flood, escape of water from any tank, apparatus or pipe, escape of fuel oil from any fixed oil-fired heating installation

if covered by this policy.

This exclusion does not apply to any policy section, or part of a section, for Employers' Liability, Public and Products Liability or Personal Accident.

10 ELECTRONIC RISKS

Damage to:

- a) **data** which shall include, but shall not be limited to:
 - i. **damage** to, or corruption of **data** whether in whole or in part
 - ii. unauthorised appropriation of use of access to or modification of **data**
 - iii. unauthorised transmission of **data** to any third parties
 - iv. **damage** arising out of any misinterpretation, use or misuse of **data**
 - v. **damage** arising out of any operator error in respect of **data**
- b) any items insured arising directly or indirectly from:
 - i. the transmission or impact of any **virus or similar mechanism**
 - ii. unauthorised access to a **computer system**
 - iii. interruption of or interference with electronic means of communication used in the conduct of the **event**, including but not limited to any diminution in the performance of any website or electronic means
 - iv. the complete or partial failure or inability whether in terms of availability, functionality and/or performance, or otherwise of a **computer system**, whether or not owned by **you**, to operate at any time as desired as specified, or as required in the circumstances of the **event**
 - v. anything described in a) above.

In respect of b) i.-iv. this shall not exclude subsequent **damage** or loss resulting from subsequent **damage** which itself results from a cause not otherwise excluded, provided that such **damage** does not arise by reason of any malicious act or omission.

This exclusion does not apply to any policy section, or part of a section for Money, Personal Accident, Public Liability or Employers' Liability.

11 ASBESTOS

This exclusion only applies to any section, or part of section, insuring liability to third parties including Public and Products Liability liability arising directly or indirectly from:

- a) any mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos**.
However, this shall not apply where removing, handling or disposing of **asbestos** does not form part of the **event** or any contract work undertaken and:
 - i. **you** have complied with any legal obligations to manage **asbestos** and
 - ii. any discovery of **asbestos** by **you** is unintentional and accidental and
 - iii. where, upon discovery of **asbestos**, all work immediately stops and
 - iv. a HSE licensed **asbestos** removal contractor is employed:
 - to make safe the area in which the discovery is made as soon as is practicable and
 - who has Employers' and Public Liability insurance in force which provides limits of indemnity no less than those provided by your policies and which do not exclude the work to be carried out
- b) fears of the consequences of exposure to, or inhalation of **asbestos**.

This exclusion does not apply to any policy section, or part of a section, for Employers' Liability.

12 CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE

any liability, fines, costs or expenses of whatsoever nature arising from or related to any action brought against **you**, or any other company or organisation insured by this policy, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any replacement or amending legislation, except as provided by the Corporate Manslaughter extensions to the Employers' Liability and Public and Products Liability sections to this policy.

General Conditions

(Applicable to the whole policy unless **we** say otherwise)

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

1 CANCELLATION (YOUR RIGHTS)

Cooling-off period for private customers only.

If **you** are an individual person and any part of the insurance by this policy has been requested by **you** for purposes which are outside **your** trade, business or profession then the following cooling-off and cancellation condition applies.

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

For single event insurance: The cooling-off period will terminate earlier at midnight on the day before **your event** is open to the public if this occurs before the 14 days cooling-off period has finished.

If this policy is not cancelled within the cooling-off period, then the insurance by this policy is in force and **you** are committed to pay the premium.

Other than within the cooling-off period.

- a) **You** can cancel this policy providing **you** give **us** notice in writing (including electronic format).
- b) For single event insurance, no refund of premium will be made.
- c) For annual multi-event insurance:
 - i. as long as **you** have not made a **claim** **we** will refund the premium for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments and provided that the amount of refund due is not less than £10.
 - ii. if **you** have made a **claim** in the current **period of insurance** then the full annual premium is due and no refund will be allowed. If the premium is paid by instalments, then any premium owing for the remainder of the **period of insurance** must be paid by **you** or it will be deducted from any claim settlement.

2 CANCELLATION (OUR RIGHTS)

Non-payment of premium.

Unless otherwise agreed by **us** in writing, if the premium is:

- a) payable by instalments and an instalment is not received by the due date, this policy will be cancelled from the date the instalment was due
- b) not payable by instalments and the payment is not received by the due date, this policy will be cancelled from the date the payment was due.

We will not cancel this policy for failure to pay the premium or instalment of premium if such failure is due to error on **our** part or on the part of **your** insurance advisor, bank or building society.

Other than for non-payment of premium.

We have the right to cancel this policy by giving **you** 14 days notice in writing sent by special delivery to **your** last known address. Valid reasons for cancelling **your** policy may include **your** failure to:

- a) implement **our** requirement(s) within the timescale(s) specified in **our** risk management report following a survey
- b) comply with the Reasonable Care (Your Duties) general condition.

If **we** cancel this policy **we** will refund the premium (unless stated otherwise within this policy) for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments.

Separate cancellation arrangements apply under the general conditions for Misrepresentation or Non-Disclosure, Fraud and Alteration of Risk.

3 MISREPRESENTATION OR NON-DISCLOSURE

It is **your** legal duty to make a fair presentation of the information required by **us** to provide the insurance by this policy.

This duty applies at the start of the policy, before any variation is made and prior to renewal of the policy.

We will treat this policy as void (i.e. as if it had not existed) if there is any deliberate or reckless misrepresentation or non-disclosure of any material circumstance, and **we** will notify **you** in writing by special delivery to **your** last known address. **We** have the right to keep the premium.

Where any misrepresentation or non-disclosure of any material circumstance is not deliberate or reckless and if the material particular(s) had been fairly presented or disclosed **we** would:

- a) not have agreed to provide the insurance on any terms, **we** have the right to treat the policy as void (i.e. as if it had not existed) and refuse all **claims** and **we** will return the premium paid.
- b) have entered into the policy on different terms (other than terms relating to the premium), **we** have the right to impose those additional terms from inception of the policy or the date the risk changed.
- c) have charged a higher premium, **we** have the right to reduce proportionately the amount of any **claim** payment under the policy to the same proportion that the premium charged bears to the higher premium.

Our rights under b) and c) above may both apply at the same time.

Our rights under this condition also apply to a variation of the policy.

SPECIAL NOTE (not forming part of this policy wording):

A fair presentation is one which clearly discloses all material facts which the person(s) responsible for arranging the insured's insurance knows, should know, or ought to have known, following a reasonable search.

General Conditions

4 FRAUD

If **you** or anyone acting for **you** or any other person claiming to obtain benefit under this policy:

- a) make(s) a false, fraudulent or exaggerated **claim**
- b) support(s) a **claim** by any false or fraudulent document, device or statement
- c) cause(s) an event by a wilful or wrongful act which results in a **claim**

then **we**:

- i. will not pay the **claim** and **we** have the right to recover from **you** any part payments made in respect of the **claim** prior to discovery of the fraudulent act
- ii. have the right to:
 - cancel this policy from the date of a fraudulent act even if this policy expired before the discovery of the fraudulent act (If **we** cancel this policy, **we** will notify **you** in writing by special delivery to **your** last known address)
 - keep the premium
 - refuse any **claim** arising after a fraudulent act.

We will still remain responsible for legitimate **claims** before the fraudulent act.

5 ALTERATION OF RISK

If after the start date of this policy:

- a) there is any change, or additional circumstance, which increases the risk of **damage**, accident or liability, such as:
 - i. structural alterations or major repairs
 - ii. any demolition, groundwork, excavation or construction being carried out adjacent to the **venue**
 - iii. changes in, or additions to, **your** organisation, the **event**, the **venue** or its use
- b) **your** interest ceases except by will or operation of law
- c) an administrator, liquidator or receiver, is appointed or if **you** enter into a voluntary arrangement

you must give notice to **us** as soon as is reasonably possible.

Upon any alteration described above **we** have the right to:

- i. cancel this policy from the date of the alteration or in accordance with the Cancellation (Our Rights) general condition, or
- ii. charge additional premium, and if necessary amend the terms of cover, from the date of the alteration.

6 SANCTIONS

We shall not provide any cover under this policy or be liable to pay any **claim** or provide any benefit to the extent that the provision of such cover, payment of such **claim** or provision of such benefit would expose **us** 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.

If any such sanction, prohibition or restriction takes effect during the **period of insurance you** or **we** may cancel that part of this policy which is affected with immediate effect by giving such notice in writing.

In such circumstances, **we** shall return a proportionate premium for the unexpired period of cover provided no **claims** have been paid or are outstanding.

7 REASONABLE CARE (YOUR DUTIES)

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

- a) maintain the property covered under this policy in a safe, sound and good condition at all times
- b) take appropriate precautions to prevent accidents, **damage** or **bodily injury** as soon as **you** become aware of any possible risk to people or property
- c) comply with all statutory and other obligations and regulations imposed by any authority.

If **you** fail to comply with this condition because **you** have not taken reasonable care, or reasonable action, **we** retain the right:

- i. to cancel this policy in accordance with the Cancellation (Our Rights) general condition, whether or not a **claim** is made
- ii. not to pay any **claim** if such failure caused, or increased the amount of, the loss or liability for which the **claim** is made. Any payment on account of a **claim** already made by **us** shall be repaid to **us**.

8 RIGHTS OF THIRD PARTIES

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

9 ASSIGNMENT

You shall not assign any of the rights or benefits under this policy, or any section of this policy, without **our** prior written consent.

We will not be bound to accept, or be affected by, any notice of trust, charge, lien of purported assignment or other dealing with, or relating to, this policy or any section of this policy

General Conditions

10 CLAIMS PROCEDURE (YOUR DUTIES)

Contact details can be found under Making a Claim.

It is a condition precedent to **our** liability under this policy that **you** comply with the following (at **your** expense):

- a) When **you** become aware of a possible **claim**, **you** shall notify **us** as soon as is reasonably possible and give **us** all details that are available to **you**, provided that:
 - i. in respect of any **claim** for property (including money) insured by this policy, the details are sent to **us** in writing within:
 - 7 days if **damage** has been caused by riot, civil commotion, strikers, labour disturbances and malicious persons, or
 - 30 days, or within such further time as **we** may in writing allow, if **damage** has been caused by any other event
 - ii. **you** tell the police at the same time, and obtain a crime reference number, if:
 - **damage** results from theft, attempted theft, riot, civil commotion, strikers, labour disturbances or malicious persons
 - any loss by fraud or dishonesty arises which is insured by this policy, for example under the Misappropriation of Money extension to Money section
 - iii. in respect of any **claim** for Cancellation Expenses, **you** submit to **us** within 14 days from the date the **event** finished, or within such further time as **we** may in writing allow, a statement setting out particulars of the **claim**.
- b) If the **claim** relates to, or includes, any allegations or proceedings made against **you**, or any person who is entitled to indemnity under this policy, **you** and they shall:
 - i. not admit, deny, negotiate or agree a settlement without **our** written consent
 - ii. send to **us**, unanswered, every writ, summons or other communication immediately it is received without making any acknowledgement
 - iii. send to **us** written details of any related inquest, legal inquiry, prosecution or procedure immediately it is known to **you**.
- c) **You** shall:
 - i. give all assistance, information and documentation **we** may reasonably require within any reasonable timescales **we** may set
 - ii. take all practical steps to recover any property lost or to minimise the **damage**
 - iii. not abandon any property to **us**.
- d) If requested by **us** **you** shall:
 - i. complete **our** appropriate claim form
 - ii. provide a statutory declaration of the truth of the **claim**.

We will not deal with, continue to deal with or pay, any **claim** if **you** fail to comply with any part of this condition where such failure adversely affected **our** liability for, or the amount of, any **claim**. Any payment on account of a **claim** already made by **us** shall be repaid to **us**.

11 CLAIMS PROCEDURE (OUR RIGHTS)

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

- a) enter any building where **damage** has occurred and take, and keep, possession of any property insured by this policy (**we** will not accept property abandoned to **us**)
- b) the salvage of any property covered by this policy
- c) arrange a post mortem at **our** expense in the event of a death benefit **claim** under the Personal Accident or Personal Accident Assault cover
- d) settle any liability **claim** by payment of the indemnity limit (less any sum or sums already paid or incurred) or any less amount for which, at **our** discretion, the **claim** can be settled. **We** will then relinquish control of the **claim** and be under no further liability
- e) at any time, and at **our** expense, to:
 - i. start, take over, defend and conduct any legal action in **your** name
 - ii. prosecute in **your** name for **our** benefit any **claim** for indemnity or damages and **we** will have full discretion in the conduct and settlement of any such action.

12 CLAIMS SETTLEMENT

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

13 OTHER INSURANCE

Any section for legal liabilities or Money (but not Personal Accident Assault).

- a) If at the time any **claim** arises under this policy **you** are, or would be, but for the existence of this policy, entitled to cover under any other insurance, **we** will only pay for any additional amount beyond the amount which would have been payable under such other insurance had this policy not been effected.

All other sections except those detailed above.

- b) If at the time any **claim** arises under this policy there is any other insurance in force, whether effected by **you** or not, covering the same **damage**, **we** will only pay **our** proportionate share.
- c) If such other insurance is subject to any condition of underinsurance, this policy, if not already subject to any condition of underinsurance, will be subject to the same condition of underinsurance.

14 ARBITRATION

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

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

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



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