



POLICY WORDING – SEPTEMBER 2025

MODEL RAILWAY EXHIBITIONS

WELCOME

to Covéa Insurance

Thank you for choosing Covéa Insurance.

This is **Your** Model Railway Exhibition policy. It sets out the details of **Your** insurance contract with **Us**.

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

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

Please contact Magnet Insurance Services if **You** have any questions or if **You** wish to make any adjustments.

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INTRODUCTION

About Your Policy

The parts of the policy are:

1. the **Statement of Fact**
2. the **Schedule** which confirms the Sections of cover that are insured and any Endorsement(s)
3. this policy wording which contains:
 - (a) this Introduction, Customer Information, General Definitions, General Conditions, Claims Conditions and General Exclusions all of which apply to all Sections of the policy unless stated otherwise
 - (b) the Sections of cover provided including the Section Definitions, Extensions, Conditions and Exclusions.

Any word or expression given a specific meaning in:

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

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

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will indemnify **You**, subject to the terms contained in or endorsed on the policy, in respect of loss, **Damage** or liability, or pay other benefits which fall within the operative Sections of this policy, provided that the loss, **Damage** or injury which gives rise to the claim occurs (or in the case of Section 3: Employers' Liability is caused) during the **Period of Insurance** and in connection with the **Event**.

IMPORTANT

This policy is a legal contract.

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

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

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

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

CUSTOMER INFORMATION

How to make a Claim

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

Covéa Insurance Commercial Claims is a service operated 24 hours a day, 365 days a year.

You can notify **Us** of a claim by:

Telephone: **0330 024 2266**

Calls may be recorded for training and evidential purposes.

Email:
newcommercialclaims@coveainsurance.co.uk

Post: **Covéa Insurance Commercial Claims, A&B Mills, Dean Clough, Halifax, HX3 5AX**

Staff trained in managing commercial claims will:

- take details of **Your** claim over the phone, in most cases removing the need for completion of an incident report form
- take control of the management of **Your** claim from start to finish.

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

Important Information

Choice of Law

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

How to make a Complaint

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

Alternatively please contact **Us** using the following details quoting **Your** policy or claim number.

Customer Relations, Covéa Insurance, A & B Mills, Dean Clough, Halifax, HX3 5AX

Telephone: **0330 221 0444**

Calls may be recorded for training and evidential purposes.

Website: www.coveainsurance.co.uk

Email:
customer.relations-rdg@coveainsurance.co.uk

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

Financial Ombudsman Service

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

Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: **0800 023 4567**

Website: www.financial-ombudsman.org.uk

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

Financial Services Compensation Scheme

Covéa Insurance is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** are unable to meet **Our** liabilities under this insurance.

Further information is available from the:

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

Telephone: **020 7741 4100**

Website: www.fscs.org.uk

Email: enquiries@fscs.org.uk

CUSTOMER INFORMATION

How We Use Your Information

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

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

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

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

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

How We Share Your Information

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

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies

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

Marketing

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

Fraud Prevention and Detection

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

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

Automated Decisions

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

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

CUSTOMER INFORMATION

How to Contact Us

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

Email: dataprotection@coveainsurance.co.uk

Employers' Liability Tracing Office

If **Your** policy provides Employers' Liability cover information relating to **Your** insurance policy will be provided to the Employers' Liability Tracing Office (the "ELTO") and added to an electronic database, (the "Database") in a format set out by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumers (the Claimants) who have suffered an employment related injury or disease arising out of their course of employment in the UK whilst working for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers to identify:

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

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

The Database will be managed by the ELTO and further information can be found on the ELTO website: www.elto.org.uk

Registration and Regulatory Information

This insurance is provided by Covea Insurance plc. Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registration Number 202277. Registered Office: **A & B Mills, Dean Clough, Halifax, HX3 5AX**. Registered in England and Wales Number 613259

This policy is arranged for **You** by Magnet Insurance Services Limited. Magnet Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Register Number 489228. Registered Office: **Newark Beacon, Cafferata Way, Newark NG24 2TN**. Registered in England and Wales Number 6664153.

You can check the regulatory status on the Financial Services Register by visiting the Financial Conduct Authority's website www.fca.org.uk/register.

GENERAL DEFINITIONS

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

Bodily Injury

Death, injury, illness, disease or shock.

Damage

Accidental loss, destruction or damage unless otherwise excluded.

Employee

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

1. under a contract of service or apprenticeship with **You**
2. a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by **You**
3. a labour master or labour only sub-contractor or person supplied by them
4. a self-employed person providing labour only
5. a trainee or person undergoing work experience, training, study or exchange scheme
6. a voluntary helper.

Event

The construction, operation, display and use of model railways and associated and ancillary equipment at any show, display, exhibition or similar event undertaken by **You**:

1. and under **Your** control or the control of an authorised **Employee**
2. as stated in the **Schedule** or otherwise accepted by **Us** in writing
3. conducted at a **Venue** within the **Territorial Limits**.

Excess

The amount stated in this policy, the **Schedule** or any Endorsement for which **You** will be responsible and which will be deducted from each and every claim.

Overnight

Between the hours of 21.00 and 06.00.

Period of Insurance

Period of Insurance stated in the **Schedule** and any subsequent period for which **We** have accepted a renewal premium.

Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.

Pollution or Contamination

1. All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
2. All **Bodily Injury** or **Damage** directly or indirectly caused by such pollution or contamination arising from **Pollutants**.

Products

Any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by **You** in connection with the **Event** and no longer in **Your** possession or control.

Schedule

The document that specifies **Your** details, the property insured and any **Excess**, Endorsement(s) and Conditions applicable. The **Schedule** shows the Sections of the policy that are operative.

Statement of Fact

This is a record of the information that **You** provided to **Us** about **You** and **Your** activities upon which **Your** insurance cover and premium is based.

Territorial Limits

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

Vehicle

Any road vehicle including trailers and containers.

GENERAL DEFINITIONS

Venue

Any place building or structure including open air sites where the insured **Event** is held.

We/Us/Our

Covea Insurance plc.

Working Day of the Driver

The period in any day during which a **Vehicle** is being used for purposes in connection with the **Event**.

Working Hours

The period during which the **Venue** is occupied for the **Event** by **You** or any authorised **Employee**.

You/Your/Policyholder

The person(s) or Company named in the **Schedule**.

GENERAL CONDITIONS

The following General Conditions shall apply to all Sections of this policy unless stated otherwise.

1. Acts of Parliament and Statutory Instruments

All legal instruments and rules referred to in this policy include any subsequent amendments or re-enactments of those Acts and any equivalent legislation which is enforceable within the **Territorial Limits**.

2. Alteration in Risk

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

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

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

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

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

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

3. Average

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

4. Cancellation

(a) Your Rights to the Cancel the Policy

You may cancel this policy at any time from the date it begins or from the date **You** receive this policy document and **Schedule**, whichever is the later, returning the policy document and **Schedule** to **Your** broker. If cover has not yet started **You** will receive a full refund of the premium. If cover has started **We** will refund the premium for the exact number of days left on the policy. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

(b) Our Rights to Cancel the Policy

We or any agent appointed by **Us** and acting with **Our** authority have the right to cancel **Your** policy, where there is a valid reason for doing so.

We will give **You** fourteen days notice of cancellation in writing, by recorded delivery, to the latest address **We** have for **You** and will set out **Our** reason for cancellation in **Our** letter. Valid reasons may include but are not limited to:

- (i) not
 - paying a premium when it is due
 - co-operating with **Us**, or sending **Us** information or documentation that materially affects **Our** ability to process the policy or **Our** ability to defend **Our** interests
 - taking all reasonable precautions to prevent or minimise **Damage**, accident or injury as required by General Condition 9. Reasonable Precautions of this policy

and failing to put this right when **We** ask **You** to do by sending **You** seven days written notice to **Your** latest address

- (ii) use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers.

GENERAL CONDITIONS

(iii) not

- giving **Us** access to **Your** premises when **We** have asked to carry out a risk survey
- complying with any risk improvements required by **Us** following a survey within the timescales specified.

If **We** cancel **Your** policy, **We** will refund the premium for the exact number of days left on the policy unless a claim or an incident likely to give rise to a claim has occurred during the current **Period of Insurance**. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

If **You** are paying by monthly instalments:

- (a) all outstanding monies must be paid to **Us** as described in **Your** Loan Agreement
- (b) **We** may exercise **Our** right to collect the balance of any outstanding premium in the event of a claim.

5. Change of Risk or Interest

This policy shall be avoided if

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

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

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

6. Contracts (Rights of Third Parties) Act 1999

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

7. Fair Presentation of the Risk

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

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **Us** in a way which is not clear and accessible **We** may avoid this policy and refuse all claims where:

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

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

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

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

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

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

GENERAL CONDITIONS

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

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

8. Instalments

If **You** have a Loan Agreement with Covéa Insurance to pay for **Your** insurance it is a condition precedent to **Our** liability that payments shall be made in line with the Loan Agreement otherwise all benefit under the policy shall be forfeited and the policy shall be cancelled as outlined in **Your** Loan Agreement.

9. Reasonable Precautions

You must:

- (a) take all reasonable precautions to prevent or minimise **Damage**, accident or **Bodily Injury**
- (b) maintain machinery equipment and furnishings in a good state of repair
- (c) exercise due care in the selection and supervision of **Employees**
- (d) comply with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons.

10. Reinstatement of Sum Insured

We will in the event of **Damage** under this policy automatically reinstate the sum insured unless there is written notice by **Us** to the contrary, provided that:

- (a) **You** undertake to pay the appropriate additional premium
- (b) **You** immediately implement any recommendations **We** make to prevent further **Damage** and effect all repair or replacement work without delay.

11. Sanctions

We shall not provide cover or be liable to provide indemnity or pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** or any member of **Our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, United States of America or European Union.

CLAIMS CONDITIONS

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

1. Claims Procedure

It is a condition precedent to **Our** liability that following an incident that may result in a claim under this policy:

- (a) **You** must advise the police as soon as reasonably possible if there has been a theft, attempted theft, riot damage, vandalism or any malicious act or if any property insured has been lost
- (b) **You** must notify **Us**:
 - (i) within 28 days of the event in the case of **Damage** caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons
 - (ii) immediately:
 - in respect of all other claims
 - of any impending prosecution
 - of any inquest or fatal accident inquiry
- (c) **You** must provide **Us** with all documentation relating to any accident, claim, prosecution or court proceedings which must be sent to **Us** immediately, unacknowledged
- (d) **You** must not admit or repudiate liability without **Our** written consent
- (e) **You** must provide at **Your** own expense all details and evidence **We** may reasonably require
- (f) **You** must take all reasonable steps to mitigate the extent of any **Damage**
- (g) **We** are entitled to enter any building where **Damage** to property insured by this policy has occurred and to take possession of and deal with any salvage in a reasonable manner. No property may be abandoned to **Us**.

2. Fraudulent Claims

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

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

- (a) will not pay the claim

- (b) may recover from **You** any sums already paid by **Us** in respect of the claim; and
- (c) may notify **You** that **We** are treating this policy as having terminated with effect from the time of the fraudulent act.

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

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

Fraudulent claims include but are not limited to:

- (a) making a claim which is fraudulent, fictitious or known to be false
- (b) intentionally exaggerating or inflating a claim
- (c) supporting a claim with false or forged documents, information or statements
- (d) wilfully causing loss, **Damage** or injury.

3. Other Insurances

If **Damage** which is the subject of a claim under this policy is covered by any other insurance **We** will only pay **Our** rateable proportion of the claim.

4. Subrogation

We will be entitled to undertake in **Your** name or on **Your** behalf:

- (a) the defence or settlement of any claim
- (b) steps to enforce rights against any other party before or after payment is made by **Us**.

5. Terms not Relevant to Actual Loss

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

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

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

GENERAL EXCLUSIONS

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

This policy does not cover:

I. War Government Action and Terrorism

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

For the purpose of this Exclusion and its Liability Provisions:

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

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

Terrorism shall mean:

- (a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - (i) involves serious violence against a person
 - (ii) involves serious damage to property
 - (iii) endangers a person's life other than that of the person committing the action

- (iv) creates a serious risk to the health or safety of the public or a section of the public
- (v) is designed to interfere with or seriously disrupt an electronic system.

- (b) any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism.

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

Liability Provisions

Subject otherwise to the terms definitions exclusions provisions and conditions of this policy **We** will indemnify **You** under Section 3: Employers' Liability if insured under this policy provided that in respect of any one occurrence or series of occurrences arising out of any one original cause **Our** liability in respect of all legal liability, costs and expenses directly or indirectly caused by or contributed to by or arising from **Terrorism** shall not exceed £5,000,000.

We will indemnify **You** under Section 4: Public Liability and Section 5: Products Liability if insured under this policy against legal liability, costs and expenses directly or indirectly caused by or contributed to by or arising from **Terrorism** provided that **Our** liability shall not exceed:

- (a) in respect of or arising out of any one occurrence or series of occurrences arising out of one original cause £2,000,000 or the amount of the Limit of Indemnity shown in the **Schedule** whichever is the lower but in respect of **Products** this limitation shall apply to all insured events occurring in any one **Period of Insurance**
- (b) in respect of all **Pollution or Contamination** consequent upon **Terrorism** and which is deemed to have occurred during any one **Period of Insurance** £2,000,000 in the aggregate or the amount of the Limit of Indemnity shown in the **Schedule** whichever is the lower.

GENERAL EXCLUSIONS

2. Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of:

- (a) ionising radiations from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous 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, but the exclusion in this paragraph (d) shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- (e) any chemical biological bio-chemical or electromagnetic weapon

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

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

3. Sonic Bangs

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

4. Northern Ireland

Damage and any consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of **Damage** or any consequential loss by fire or explosion) strikers,

locked-out workers, persons taking part in labour disturbances or malicious persons.

5. Asbestos

(not applicable to Section 3: Employers' Liability if insured by this policy)

Any loss cost expense or liability for **Bodily Injury** loss or **Damage** directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

6. Confiscation & Nationalisation

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

7. Electronic Risk

(not applicable to Section 3: Employers' Liability, Section 4: Public Liability and Section 5: Products Liability if insured by this policy)

- (a) Loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - (i) loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a **Computer System**, unless subject to the provisions of paragraph (b)
 - (ii) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data** unless subject to the provisions of paragraph (c).
- (b) Notwithstanding paragraph (a) above, and subject to all terms, Conditions and Exclusions of this policy or any endorsement thereto, this policy covers physical damage to property insured under this policy and any consequential loss directly resulting therefrom where such physical damage is directly occasioned by any of the **Defined Perils** as described below.

GENERAL EXCLUSIONS

(c) Notwithstanding sub paragraph (a) (ii) above, in the event that hardware or the **Data** storage device of a **Computer System** insured under this policy sustains physical damage caused by a **Defined Peril** which results in damage to or loss of **Data** stored on that hardware or the **Data** storage device, then the damage to or loss of such **Data** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost **Data** shall only be the costs of reproducing **Data** if such costs are indemnified under this policy. Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering or assembling such **Data**, but does not include the value of the **Data to You** or any other party even if such **Data** cannot be recreated, gathered or assembled.

For the purposes of this Exclusion the following Definitions apply:

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Defined Peril means fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

8. Marine

Damage to property which at the time of the happening of the **Damage** is insured by any marine policy or policies (or would but for the existence of this policy) except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this policy not been effected.

9. Pollution or Contamination

(not applicable to Section 3: Employers' Liability, Section 4: Public Liability and Section 5: Products Liability if insured by this policy)

Damage caused by pollution or contamination but this shall not exclude destruction of or **Damage** to the property insured, not otherwise excluded, caused by:

- pollution or contamination which itself results from a **Defined Peril**; or
- a **Defined Peril** which itself results from pollution or contamination.

Defined Peril means Fire; Lightning; Explosion; Aircraft or other aerial devices or articles dropped therefrom; Earthquake; Riot; civil commotion, strikers, locked-out workers, persons taking part in labour disturbances; Malicious persons other than thieves; Theft; Storm; Flood; Escape of water from any tank apparatus or pipe; Escape of oil from any fixed heating installation; Impact including by any road vehicle or animal.

10. Unexplained Losses

Loss or damage caused by disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information.

11. Communicable Disease

(not applicable to Section 3: Employers' Liability, Section 4: Public Liability and Section 5: Products Liability if insured by this policy)

- any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:
 - a **Communicable Disease**; or
 - the fear or threat (whether actual or perceived) of a **Communicable Disease**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

The above exclusion includes, without limitation to the scope of the foregoing:

- any cost to clean up, detoxify, remove, monitor or test:
 - for a **Communicable Disease**; or

GENERAL EXCLUSIONS

(b) any property insured hereunder that is affected by such **Communicable Disease**,

and

2. any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any **Communicable Disease**.

(b) However, paragraph (a) shall not apply to physical loss or destruction of, or physical damage to, property and any resulting consequential loss, to the extent that **You** establish that such physical loss, destruction or damage was directly caused by:

- (i) Terrorism (as defined in this policy), or
- (ii) a **Defined Peril** as described below

where specifically insured by this insurance.

All other terms, Conditions and Exclusions of the insurance remain the same.

For the purposes of this Exclusion the following Definitions apply:

Communicable Disease means any type of disease or illness which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, any pathogen, virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas, or between organisms, and
- (c) the disease, illness, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property of any type.

Defined Peril means one of the following perils if specifically insured by this insurance:

Fire (howsoever caused); lightning; explosion; aircraft and aerial devices dropped from them; riot; civil commotion; strikers; damage caused by malicious persons; windstorm; rainstorm; hail; tornado; cyclone; typhoon; hurricane; earthquake; seaquake; seismic and/ or volcanic disturbance/ eruption; flood (howsoever caused); freeze; ice storm; weight of snow or ice; avalanche; meteorite or asteroid impact; landslip; landslide; mudslide; escape of water, oil or hydraulic fluid from any tank, apparatus or pipe; sprinkler leakage; impact by any road vehicle or animal; theft or attempted theft; mechanical or electrical breakdown; subsidence; heave; implosion; or collapse.

SECTION 1: SPECIFIED ALL RISKS

Your Schedule will show if this Section is operative

Cover

We will pay for **Damage** to the property specified in the **Schedule** under this Section occurring during the **Event** at the **Venue** within the **Territorial Limits** or elsewhere as specified in the **Schedule**.

Extensions

The following Extensions apply to this Section.

Additional Interests

The interest of third parties which **You** are required to include under this Section are automatically deemed to be covered provided that:

- (a) the interest is required to be included 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 this Section at the time the interest commences
- (c) **You** advise **Us** at the time of notification of any claim.

Basis of Settlement Clauses

Average

Each item of property insured under this Section is similarly but separately subject to Average as specified in General Condition 3.

Basis of Claims Settlement

In the event of **Damage** to property insured by this section We will pay the cost of repairing or replacing the property equal to its condition when new provided that:

- (a) this is carried out without delay and in the most economical manner
- (b) when property is subject to partial **Damage** **Our** liability will not exceed the estimated replacement cost which would have been payable had it been wholly lost or destroyed
- (c) until replacement has been carried out no payment will be made beyond the amount which would be payable if an allowance were made for wear, tear or depreciation.

Maximum Amount Payable

The most **We** will pay in respect of any one occurrence will not exceed the sum insured shown in **Your Schedule** for any one item adjusted in accordance with Index Linking.

Section Conditions

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

Security

It is a condition precedent to **Our** liability that:

- (a) property insured under this Section is kept in a locked building whenever the premises is unattended or
- (b) the contents of any trailer insured under this Section when parked or not in use is:
 - (i) kept in a locked building or compound;
 - (ii) immobilised by means of a wheel-clamp or hitch lock security device, and its door(s) or shutter(s) secured with a coach bolted locking bar and close shackle padlock.

Exclusions

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

This Section does not cover:

1. **Damage** caused by or consisting of:
 - (a) wear, tear, depreciation or diminution in value
 - (b) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
 - (c) faulty or defective workmanship, operational error or omission on the part of **You** or any of **Your Employees**
 - (d) denting, mechanical or electrical defect, failure, breakdown or derangement

SECTION 1: SPECIFIED ALL RISKS

- (e) any gradually operating cause, including (but not restricted to) atmospheric or climatic conditions, dry or wet rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests, marring or scratching
- (f) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
- (g) use of any article contrary to manufacturers' instructions
- (h) change in temperature, colour, flavour, texture or finish

2. **Damage** by theft or attempted theft:

- (a) to any property unless:
 - (i) the property is in **Your** personal custody or the personal custody of any partner, director or **Employee** of **Yours** or
 - (ii) contained in a securely locked or occupied building

and involves forcible and violent entry to or exit from the building or assault, violence or threat thereof towards **You**, **Your** partners, directors or **Employee**
- (b) from any unattended building unless all security devices are put into full and effective operation and such theft or attempted theft involves forcible and violent entry to or exit from the building
- (c) from any unattended **Vehicle** being any **Vehicle** with no person in charge or keeping the **Vehicle** under observation and able to observe or prevent any attempt by any person to interfere with the **Vehicle** unless:
 - (i) all windows and other openings have been closed, all doors have been secured and any other protective devices put into full and effective operation

- (ii) any property insured by this Section is secured in the locked boot, storage compartment or closed glove compartment; (the luggage space at the rear of an estate car or hatchback under the top cover and out of view is deemed to be a locked boot)
- (iii) **Overnight** or after the completion of any **Working Day of the Driver** the **Vehicle** is locked and garaged in a secure building or compound and all windows and other openings have been closed, all doors have been secured and any other protective devices put into full and effective operation

- 3. breakage of brittle articles unless forming part of photographic equipment
- 4. losses not directly associated with the incident that caused **You** to claim
- 5. any consequential loss
- 6. the **Excess** stated in the **Schedule**

The standard **Excess** shown in the **Schedule** increases to:

- (a) £250 in respect of:
 - (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 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 locked motor vehicle

SECTION 2: MONEY AND ASSAULT

Definitions

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

Injury

Bodily Injury by violent and visible means.

Insured Person

You or any of **Your** partners, directors or any **Employee** aged between 16 and 70 years.

Loss of Limb

Total loss of one or more limbs at or above the wrist or ankle or total and permanent loss of use of any entire limb.

Loss of Sight

Total and irrecoverable loss of sight in one or both eyes.

Medical Expenses

Any reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner and any hospital, nursing home or ambulance charges.

Money

Negotiable Money and **Non-Negotiable Money** all pertaining to the **Event** and belonging to **You** or which **You** are responsible for.

Negotiable Money

Current currency, uncrossed bankers drafts, postal and money orders, uncrossed cheques, travellers cheques, national savings stamps, bus and rail travel cards and passes, telephone cards, current postage stamps, luncheon vouchers, gift tokens, holiday with pay stamps, trading stamps, premium bonds, savings stamps and National Lottery 'Instants' and other scratch cards.

Non-Negotiable Money

Crossed cheques, postal orders, money orders, bankers drafts, national giro drafts, payment orders,

dividend warrants, national savings certificates, unused postal franking machine units, stamped or impressed national insurance cards, premium bonds, VAT purchase invoices, credit and debit card sales vouchers and consumer redemption vouchers.

Permanent Total Disablement

Permanent inability to engage in any gainful employment, other than such inability caused by **Loss of Limb** or **Loss of Sight**.

Temporary Total Disablement

Temporary and absolute inability to engage in usual occupation.

Temporary Partial Disablement

Temporary disablement preventing the **Insured Person** to attend to a substantial and essential part of their usual occupation.

Cover

We will pay for physical loss of **Money** as described below occurring at the **Venue** within the **Territorial Limits** and subject to the limits stated in the **Schedule**:

- (a) loss of **Non-Negotiable Money**
- (b) loss of **Negotiable Money**:
 - (i) in transit, in **Your** personal custody or in the custody of any authorised **Employee** or in a bank night safe
 - (ii) at the **Venue** during **Working Hours**
 - (iii) at the **Venue** and contained in a locked safe or strongroom
 - (iv) in **Your** official charity collecting tins or buckets
 - (v) in **Your** home or in the home of any authorised **Insured Person**
 - (vi) in any other circumstance

Extensions

The following Extensions apply to this Section.

Credit Cards

We will pay for any amount for which **You** become liable under the terms of issue of any bank charge credit debit or cash card issued and used only in connection with the **Event** following fraudulent use by any unauthorised person within the **Territorial**

SECTION 2: MONEY AND ASSAULT

Limits.

Provided that **You** report the loss to the issuing company immediately and to the police within 24 hours of discovering the loss and have complied with the terms and conditions of issue of the card.

Our liability will not exceed £5,000 in any one **Period of Insurance**.

Safes

We will pay the cost of repair or replacement as a result of **Damage** following theft or attempted theft of **Money** to any:

- (a) safe or strongroom
- (b) postal franking machine
- (c) security case, bag or waistcoat used to carry **Money**.

Our liability will not exceed £2,000 in any one **Period of Insurance**.

Conditions

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

Accompaniment Condition

It is a condition precedent to **Our** liability that whenever **Negotiable Money** is in transit:

- (a) the **Negotiable Money** must be accompanied by not less than:
 - (i) two responsible **Insured Persons** when in excess of £3,000
 - (ii) three responsible **Insured Persons** when in excess of £6,000
- (b) the time of the day and the routes taken must be varied

unless otherwise agreed by **Us** in writing or amended by Endorsement to this Section as specified in the **Schedule**.

Records

It is a condition precedent to **Our** liability that **You** keep a complete record of all **Money** held by **You** and deposit that record in a secure place other than in a safe or strongroom containing **Money**.

Safe Keys and Combination Codes

It is a condition precedent to **Our** liability that outside **Working Hours**:

- (a) any safe will be securely locked
- (b) any key and records of a code to the safe will be removed from the **Venue**.

Exclusions

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

This Section does not cover:

- 1. clerical or accounting errors or shortages due to error or omission
- 2. any loss due to the fraud or dishonesty of any director, partner or **Employee** unless the loss is discovered within ten working days of the date of its occurrence
- 3. loss caused by dishonoured cheques or by the use of counterfeit **Money**
- 4. loss from any unattended **Vehicle** being any **Vehicle** with no person in charge or keeping the **Vehicle** under observation and able to observe or prevent any attempt by any person to interfere with the **Vehicle**
- 5. loss from any coin-operated vending, gaming or amusement machine or payphone unless specially agreed as insured and stated in the **Schedule**
- 6. **Damage** caused by theft or attempted theft occurring outside **Working Hours** to any till or cash register unless its drawer has been left in an open position containing no **Money**
- 7. loss of **Money** belonging to the Post Office
- 8. the **Excess** stated in the **Schedule**.

SECTION 2: MONEY AND ASSAULT

Special Extension – Personal Assault

Cover

We will pay **You** and **Your** legal representative in the event of **Injury** to any **Insured Person** consequent upon robbery or hold up or any attempt thereat in the course of the **Event** and such **Injury** directly and independently of any other cause results within twenty four months in:

1. Death
2. **Loss of Limb**
3. **Loss of Sight**
4. **Permanent Total Disablement**

Our liability will not exceed £25,000.

5. **Temporary Total Disablement**

Our liability will not exceed £250 per week

6. **Temporary Partial Disablement**

Our liability will not exceed £62.50 per week.

Extensions

The following Extensions apply to this Special Extension.

Medical Expenses

If an **Insured Person** incurs medical expenses as a result of **Injury** consequent upon robbery or hold up or any attempt thereat in the course of the **Event** **We** will pay up to £1,000 in respect of any one **Insured Person**.

Personal Effects

We will pay for **Damage** to clothing and personal effects belonging to an **Insured Person** as a direct result of robbery or hold up or any attempt thereat in the course of the **Event**.

Our liability will not exceed £500 in respect of any one **Insured Person**, which includes personal money up to £100.

Special Conditions

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

Compensation Payment

- (a) Compensation will not be payable for more than one of the following Death, **Loss of Limb**, **Loss of Sight**, **Permanent Total Disablement**, in respect of any one **Insured Person**.
- (b) Compensation will not be payable for **Temporary Total Disablement**:
 - (i) until the end of the period of disablement but **We** will on request make interim payments at intervals of not less than four weeks
 - (ii) for more than 104 weeks from the date of sustaining **Injury** in respect of any one **Injury**.
- (c) The total amount payable as compensation for **Temporary Total Disablement** will be deducted from any subsequent compensation payment for Death, **Loss of Limb**, **Loss of Sight**, **Permanent Total Disablement** that follows from the same cause
- (d) The total amount payable as compensation for **Temporary Total Disablement** or **Temporary Partial Disablement** or a combination thereof is payable for a maximum of 104 weeks from the date of commencement of the first of these injuries to occur
- (e) Compensation for **Temporary Total Disablement** or **Temporary Partial Disablement** shall be payable when the total amount has been agreed or at **Your** request at intervals or not less than four weeks (but not in advance) commencing four weeks after receipt of written notice of any **Injury** by **Us**
- (f) Compensation for **Temporary Partial Disablement** is payable at a rate of 25% of the amount payable as compensation for **Temporary Total Disablement**.

Medical Evidence

- (a) In the event of any disablement the **Insured Person** will place themselves under the care of a qualified medical practitioner and as often as required submit to a medical examination on **Our** behalf at **Our** expense
- (b) In the event of Death of an **Insured Person** **We** will be entitled to have a post mortem examination at **Our** expense
- (c) All certificate, information and evidence required by **Us** will be furnished at **Your** expense and in the form and nature as **We** require.

SECTION 2: MONEY AND ASSAULT

Exclusions

The following Exclusions apply to this Special Extension in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. illness or disease not resulting from **Injury** or suffering from **Injury** due to any gradually operating cause
2. Death or disablement arising from or attributable to intentional self-injury, provoked assault or wilful exposure to needless peril (except in an attempt to save human life)
3. Death or disablement contributed to or accelerated by the influence of intoxicating liquor or drugs taken by the **Insured Person** (other than for drugs taken under medical supervision unless for the treatment of drug or alcohol addiction) or insanity (whether temporary or otherwise).

SECTION 3: EMPLOYERS' LIABILITY

Definitions

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

Compensation

Damages including interest.

Costs and Expenses

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

Offshore Installation

Any:

- (a) installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- (b) installation in the sea or tidal waters which is intended for the storage or recovery of gas or generation of electricity
- (c) pipe or system of pipes in the sea or tidal waters
- (d) accommodation installation for persons who work on or from the locations specified above.

Cover

We will indemnify **You** against:

1. legal liability to pay **Compensation** to any **Employee**

and

2. Costs and Expenses

in respect of **Bodily Injury** caused in the course of the **Event**:

- (a) during the **Period of Insurance**
- (b) within the **Territorial Limits**

- (c) elsewhere in the world in respect of any journey or temporary visit in connection with the **Event** by **You** or any of **Your** directors, partners or **Employees** normally resident within the **Territorial Limits**.

Limit of Indemnity

Our liability to pay **Compensation** and **Costs and Expenses** in respect of any one claim or series of claims against **You** arising out of one original cause shall not exceed the Limit of Indemnity stated in the **Schedule**.

Extensions

The following Extensions apply to this Section.

Contractual Liability

Liability assumed by **You** under contract or agreement which would not have attached in the absence of such contract or agreement will be the subject of indemnity under this Section provided that:

- (a) **We** shall retain sole conduct and control of any claim
- (b) **You** shall arrange for such other parties as may be indemnified by any such contract or agreement, to observe and fulfil the terms and conditions of this insurance so far as they can apply.

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

Corporate Manslaughter and Corporate Homicide Act 2007

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

- (a) legal costs and expenses incurred with **Our** prior written consent and
- (b) prosecution costs awarded against **You** in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death to an **Employee** happening in connection with the **Event** during the **Period of Insurance** and which may be the subject of payment under this Section provided that:

SECTION 3: EMPLOYERS' LIABILITY

- (i) **Our** liability will not exceed £5,000,000 during any one **Period of Insurance**
- (ii) all amounts payable under this Extension will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**
- (iii) where **We** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **Us** will be deducted from the amount payable under this Section
- (iv) **We** agreed in writing to the appointment of any solicitor or counsel who is to act on **Your** behalf prior to their appointment.

We will not be liable for:

- (a) any fines or penalties or the cost of implementing any remedial order or publicity order
- (b) an appeal against any fines penalties remedial order or publicity order
- (c) any costs incurred which result from the failure to comply with any remedial order or publicity order
- (d) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **Us** that there are strong prospects of success
- (e) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **You** or any other director, partner or **Employee** of **Yours**
- (f) costs and expenses provided by any other source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- (g) costs and expenses in connection with the defence of any criminal proceedings brought in any country other than Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Court Attendance Compensation

We will pay **You** the daily rates stated below if any of the following are required to attend court as a witness at **Our** request:

- (a) **You**, any director or business partner £750
- (b) any **Employee** £250

Cross Liabilities

Where there is more than one person named as the **Policyholder** in the **Schedule** this Section will apply separately to each named person as if each is insured by a separate policy, provided always that **Our** maximum liability in the aggregate for damages to all parties insured will not exceed the Limit of Indemnity stated in the **Schedule**.

Health and Safety at Work etc. Act 1974

We will indemnify **You** and at **Your** request, any director, partner or **Employee** against legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed during the **Period of Insurance**, including legal costs and expenses incurred with **Our** written consent in an appeal against conviction arising from such proceedings.

We will not be liable for:

- (a) fines or penalties of any kind
- (b) proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- (c) costs and expenses insured by any other policy.

Indemnity to Other Persons

We will at **Your** request indemnify:

- (a) any of **Your** directors, partners or **Employees**
- (b) any officer, committee member or other person employed by **Your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
- (c) any director, partner or official for whom with **Your** consent an **Employee** is undertaking private work

SECTION 3: EMPLOYERS' LIABILITY

- (d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **You** for the performance of work
- (e) any legal representative of any of the above in the event of their death

for amounts which they are legally liable in respect of which **You** would have been entitled to payment under this policy if the claim had been made against **You** provided that:

- (i) any person is not entitled to be paid under any other insurance
- (ii) any person will observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- (iii) **We** will retain the sole conduct and control of any claim
- (iv) the total amount **We** will pay for damages to **You** and any such persons will not exceed the Limit of Indemnity stated in the **Schedule**.

Unsatisfied Court Judgements

If any **Employee** or their personal representative obtains a judgement from a court within the **Territorial Limits** for damages for **Bodily Injury** against any company or individual operating from premises within the **Territorial Limits** and that judgement remains unpaid in whole or in part for more than six months after the date of the award **We** will pay at **Your** request the amount of any unpaid damages and awarded costs to the **Employee** or their personal representative.

Provided that:

- (a) the **Bodily Injury**:
 - (i) is caused during the **Period of Insurance**
 - (ii) arises out of and in the course of employment in the **Event**
- (b) there is no appeal outstanding
- (c) if a payment is made the **Employee** or their personal representative will assign the judgement to **Us**.

Conditions

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

Certificate of Employers' Liability Insurance

If this policy or this Section is cancelled then any Certificate of Employers' Liability insurance issued by **Us** is deemed to be cancelled at the same time.

Discharge of Liability

We may at any time pay to **You** in connection with any claim or series of claims:

- (a) the amount of the Limit of Indemnity or
- (b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as **Compensation**.

On payment **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of **Costs and Expenses** incurred prior to the date of such payment.

Our Right of Recovery

The insurance provided by this Section is deemed to be in accordance with any law relating to compulsory insurance or liability to **Employees** whilst employed in the **Territorial Limits** but **You** will repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

SECTION 3: EMPLOYERS' LIABILITY

Exclusions

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

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

1. **Bodily Injury** to any **Employee** arising out of the ownership, possession or use by or on **Your** behalf of any mechanically propelled vehicle or trailer if liability is required by any road traffic legislation to be the subject of compulsory insurance or other security
2. **Bodily Injury** to any **Employee** working in or on any **Offshore Installation** or any support vessel for any **Offshore Installation** or whilst in transit to or from any **Offshore Installation** or support vessel
3. fines, penalties or liquidated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
4. any liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other section had this insurance not been effected
5. **Bodily Injury** to any **Employee** working in or on:
 - (a) docks, harbours or railways
 - (b) watercraft
 - (c) chemical or petrochemical works, oil or gas refineries or storage facilities
 - (d) aircraft, airports or airfields
 - (e) power stations
 - (f) nuclear power stations
 - (g) any installation where nuclear processing is undertaken
 - (h) towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, flyovers, dams, motorways, quarries, mines or collieries.

SECTION 4: PUBLIC LIABILITY

Definitions

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

Abuse and Molestation

Actual or alleged acts of negligent or intentional infliction of physical, emotional, bodily or psychological injury or harm by:

- (a) maltreatment or ill-use; or
- (b) sexual misconduct and molestation, attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation; or
- (c) repeated or continuing contemptuous coarse or insulting words or behaviours.

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Communicable Disease

- (a) Coronavirus being:
 - (i) any coronavirus; or
 - (ii) any disease caused by any coronavirus; or
 - (iii) any mutation or variation of any coronavirus or of any disease caused by any coronavirus.
- (b) Any other infectious disease in humans which has been determined or declared to:
 - (i) constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time); and/ or
 - (ii) an outbreak identified as a major health incident in the United Kingdom, for which a Scientific Advisory Group for Emergencies has been activated by the Cabinet Office Briefing Room.

Compensation

Damages including interest.

Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Costs and Expenses

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

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

- (a) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- (b) Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

SECTION 4: PUBLIC LIABILITY

Offshore Installation

Any:

- (a) installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- (b) installation in the sea or tidal waters which is intended for the storage or recovery of gas or generation of electricity
- (c) pipe or system of pipes in the sea or tidal waters
- (d) accommodation installation for persons who work on or from the locations specified above.

Cover

We will indemnify **You** against:

1. legal liability to pay **Compensation**

and

2. Costs and Expenses

in respect of:

- (a) accidental **Bodily Injury** to any person
- (b) **Damage** to material property
- (c) accidental nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air or water
- (d) wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy

occurring in connection with the **Event**:

- (i) during the **Period of Insurance**
- (ii) within the **Territorial Limits**
- (iii) within any member country of the European Union in respect of any journey or temporary visit in connection with the **Event** by **You** or any of **Your** directors, partners or **Employees** normally resident within the **Territorial Limits**
- (iv) elsewhere in the world in respect of any journey or temporary visit in connection with the **Event** by **You** or any of **Your** directors, partners or **Employees** normally resident within the **Territorial Limits**, provided such journey or visit is not for the purpose of performing manual work.

Limit of Indemnity

Our liability to pay **Compensation** in respect of any one claim or series of claims against **You** arising out of one original cause shall not exceed the Limit of Indemnity stated in the **Schedule**.

Our liability under this Section for all **Compensation** payable in respect of all occurrences arising directly or indirectly from **Communicable Disease** during any one **Period of Insurance** and in the aggregate shall not exceed £1,000,000 inclusive of all **Costs and Expenses**. This limit will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**.

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

Extensions

The following Extensions apply to this Section.

Contingent Motor Liability

Notwithstanding Exclusion 2(b) **We** will indemnify **You** in respect of liability arising out of the use in the course of the **Event** of any vehicle not belonging to or provided by **You**.

Provided **We** will not be liable:

- (a) for **Damage** to such vehicle or to goods being carried
- (b) for **Bodily Injury** to any person or loss of property arising while the vehicle is being driven by **You** or by any person who to **Your** knowledge does not hold a licence to drive such vehicle
- (c) in respect of liability more specifically insured under any other insurance
- (d) in respect of liability arising outside the **Territorial Limits**.

SECTION 4: PUBLIC LIABILITY

Corporate Manslaughter and Corporate Homicide Act 2007

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

- (a) legal costs and expenses incurred with **Our** prior written consent and
- (b) prosecution costs awarded against **You** in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of death to any person other than an **Employee** happening in connection with the **Event** during the **Period of Insurance** and which may be the subject of payment under this Section provided that:
 - (i) **Our** liability will not exceed £5,000,000 or the Limit of Indemnity shown in the **Schedule**, whichever is the lower, during any one **Period of Insurance**
 - (ii) all amounts payable under this Extension will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**
 - (iii) where **We** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **Us** will be deducted from the amount payable under this Section
 - (iv) **We** agreed in writing to the appointment of any solicitor or counsel who is to act on **Your** behalf prior to their appointment.

We will not be liable for:

- (a) any fines or penalties or the cost of implementing any remedial order or publicity order
- (b) an appeal against any fines, penalties, remedial order or publicity order
- (c) any costs incurred which result from the failure to comply with any remedial order or publicity order
- (d) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **Us** that there are strong prospects of success

- (e) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **You** or any other director, partner or **Employee** of **Yours**
- (f) costs and expenses provided by any other source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- (g) costs and expenses in connection with the defence of any criminal proceedings brought in any country outside the **Territorial Limits**.

Court Attendance Compensation

We will pay **You** the daily rates stated below if any of the following are required to attend court as a witness at **Our** request:

- (a) **You**, any director or business partner £750
- (b) any **Employee** £250

Cross Liabilities

Where there is more than one person named as the **Policyholder** in the **Schedule** this Section will apply separately to each named person as if each is insured by a separate policy, provided always that **Our** maximum liability in the aggregate for damages to all parties insured will not exceed the Limit of Indemnity stated in the **Schedule**.

General Data Protection Regulations

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

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

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

SECTION 4: PUBLIC LIABILITY

Health and Safety at Work etc. Act 1974

We will indemnify **You** and at **Your** request, any director, partner or **Employee** against legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed during the **Period of Insurance**, including legal costs and expenses incurred with **Our** written consent in an appeal against conviction arising from such proceedings.

We will not be liable for:

- (a) fines or penalties of any kind
- (b) proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- (c) costs and expenses insured by any other policy.

Indemnity to Other Persons

We will at **Your** request indemnify:

- (a) any of **Your** directors, partners or **Employees**
- (b) any officer, committee member or other person employed by **Your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
- (c) any director, partner or official for whom with **Your** consent an **Employee** is undertaking private work
- (d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **You** for the performance of work
- (e) any legal representative of any of the above in the event of their death

for amounts which they are legally liable in respect of which **You** would have been entitled to payment under this policy if the claim had been made against **You**.

Provided that:

- (i) any person is not entitled to be paid under any other insurance
- (ii) any person will observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- (iii) **We** will retain the sole conduct and control of any claim

- (iv) the total amount **We** will pay for damages to **You** and any such persons will not exceed the Limit of Indemnity stated in the **Schedule**.

Member to Member Liability

We will indemnify any member of **Your** sports or social organisations in respect of liability for accidental **Bodily Injury** or **Damage** to property sustained by fellow members of such organisations while engaged in the activities of such organisations.

Property in Your Custody or Control

We will indemnify **You** in respect of legal liability for **Damage** to premises including fixtures and fittings leased, hired or rented to **You** or those in **Your** custody or control.

We will not be liable for legal liability under a contract unless legal liability would have attached to **You** in the absence of such contract.

Conditions

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

Discharge of Liability

We may at any time pay to **You** in connection with any claim or series of claims:

- (a) the amount of the Limit of Indemnity or
- (b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as **Compensation**.

On payment **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of **Costs and Expenses** incurred prior to the date of such payment.

SECTION 4: PUBLIC LIABILITY

Exclusions

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

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

1. **Bodily Injury** to any **Employee** arising out of and in the course of their employment in **Your** business
2. **Bodily Injury or Damage** arising from the ownership, possession or use by **You** or on **Your** behalf of:
 - (a) any aircraft, aerospatial device, hovercraft or watercraft other than hand propelled watercraft and other watercraft not exceeding 7 metres in length
 - (b) any mechanically propelled vehicle (or trailer attached thereto) licensed for road use other than liability arising from:
 - (i) the use of plant as a tool of the trade at the **Venue**
 - (ii) in respect of the loading or unloading of such vehicle; or
 - (iii) the movement of any such vehicle not the property of **You** which is interfering with the performance of the **Event**

but this indemnity shall not apply if, in respect of such liability, compulsory insurance or security is required under any legislation governing the use of the vehicle

3. **Damage** to:
 - (a) property owned by or leased, hired or rented to **You** other than as insured under Property in Your Custody or Control Extension of this Section
 - (b) property belonging to **You** or held in **Your** care, custody or control other than:
 - (i) personal property of directors, partners or **Employees**

(ii) the property of customers or visitors temporarily on or about the **Venue**

(iii) as insured under Property in Your Custody or Control Extension

4. **Products** other than:

- (a) food or beverages for consumption on the **Venue** by **Your** directors, partners, **Employees** or visitors
- (b) the disposal of furniture and office equipment originally intended solely for use by **You** in connection with the business and which is no longer required for that purpose

5. **Damage to Products** or the cost of making good or recalling such **Products** or the cost of rectifying defective work
6. **Damage** to property which **You** or any of **Your Employees** are or have been working on
7. fines, penalties or liquidated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
8. liability arising from or caused by the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
9. liability in respect of **Pollution or Contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **Period of Insurance** provided that:
 - (a) all **Pollution or Contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
 - (b) **Our** liability for all **Compensation** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the Limit of Indemnity stated in the **Schedule**

SECTION 4: PUBLIC LIABILITY

- (c) this exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories.
- 10. liability in respect of **Pollution or Contamination** occurring in the United States of America and/or Canada and/or their dependencies or trust territories
- 11. liability arising in connection with any visits to or work on any **Offshore Installation** or any support vessel for any **Offshore Installation** or whilst in transit to or from any **Offshore Installation** or support vessel
- 12. (a) exposure to
(b) inhalation of
(c) fears of the consequences of exposure to or inhalation of
(d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of
Asbestos including any products containing **Asbestos**
- 13. liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
 - (a) any **Cyber Act** or **Cyber Incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**
 - (b) loss of use, reduction of functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**

This Exclusion shall not apply in respect of:

- (i) **Bodily Injury**
- (ii) physical damage to material property

directly or indirectly caused by,

- contributed to by, resulting from, arising out of or in connection with a **Cyber Act** or a **Cyber Incident**
- 14. any liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other section had this insurance not been effected
- 15. **Bodily Injury** or **Damage** to property caused by or in connection with any work on or in:
 - (a) docks, harbours or railways
 - (b) watercraft
 - (c) chemical or petrochemical works, oil or gas refineries or storage facilities
 - (d) aircraft, airports or airfields
 - (e) power stations
 - (f) nuclear power stations
 - (g) any installation where nuclear processing is undertaken
 - (h) towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, flyovers, dams, motorways, quarries, mines or collieries
- 16. liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
 - (a) the **Abuse or Molestation** of any person by any person
 - (b) charges or allegations of negligent hiring, employment, investigation, supervision, reporting to the proper authorities, or failure to so report
- 17. the **Excess** stated in the **Schedule**.

SECTION 5: PRODUCTS LIABILITY

Definitions

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

Communicable Disease

- (a) Coronavirus being:
 - (i) any coronavirus; or
 - (ii) any disease caused by any coronavirus; or
 - (iii) any mutation or variation of any coronavirus or of any disease caused by any coronavirus.
- (b) Any other infectious disease in humans which has been determined or declared to:
 - (i) constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time); and/ or
 - (ii) an outbreak identified as a major health incident in the United Kingdom, for which a Scientific Advisory Group for Emergencies has been activated by the Cabinet Office Briefing Room.

Compensation

Damages including interest.

Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Costs and Expenses

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

indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

- (a) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- (b) Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Cover

We will indemnify **You** against:

1. legal liability to pay **Compensation** and

2. Costs and Expenses

in respect of:

- (a) accidental **Bodily Injury** to any person
- (b) **Damage** to material property

occurring anywhere in the world during the **Period of Insurance** and caused by any **Products** supplied in or from the **Territorial Limits**.

Limit of Indemnity

Our liability to pay **Compensation** in respect of all occurrences during any one **Period of Insurance** shall not exceed the Limit of Indemnity stated in the **Schedule**.

Our liability under this Section for all **Compensation** payable in respect of all occurrences arising directly or indirectly from **Communicable Disease** during any one **Period of Insurance** and in the aggregate shall not exceed £1,000,000 inclusive

SECTION 5: PRODUCTS LIABILITY

of all **Costs and Expenses**. This limit will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**.

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

Extensions

The following Extensions apply to this Section.

Consumer Protection and Food Safety Acts

We will indemnify **You** and at **Your** request any of **Your** directors, **Your** partners or **Employees** against costs and expenses incurred with **Our** written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings brought for a breach of:

- (a) Part 2 of the Consumer Protection Act 1987 or
- (b) Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed in the course of the **Event** during the **Period of Insurance**.

We will not be liable for:

- (a) the payment of fines or penalties
- (b) proceedings or appeals in respect of any deliberate act or omission
- (c) costs and expenses insured by any other policy.

Corporate Manslaughter and Corporate Homicide Act 2007

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

- (a) legal costs and expenses incurred with **Our** prior written consent and
- (b) prosecution costs awarded against **You** in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of death to any person other than an **Employee** happening in connection with the **Event** during the **Period of Insurance** and which may be the subject of payment under this Section provided that:

- (i) **Our** liability will not exceed £5,000,000 or the Limit of Indemnity stated in the **Schedule**, whichever is the lower, during any one **Period of Insurance**
- (ii) all amounts payable under this Extension will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**
- (iii) where **We** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **Us** will be deducted from the amount payable under this Section
- (iv) **We** agreed in writing to the appointment of any solicitor or counsel who is to act on **Your** behalf prior to their appointment.

We will not be liable for:

- (a) any fines or penalties or the cost of implementing any remedial order or publicity order
- (b) an appeal against any fines, penalties, remedial order or publicity order
- (c) any costs incurred which result from the failure to comply with any remedial order or publicity order
- (d) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **Us** that there are strong prospects of success
- (e) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **You** or any other director, partner or **Employee** of **Yours**
- (f) costs and expenses provided by any other source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- (g) costs and expenses in connection with the defence of any criminal proceedings brought in any country outside the **Territorial Limits**.

SECTION 5: PRODUCTS LIABILITY

Court Attendance Compensation

We will pay **You** the daily rates stated below if any of the following are required to attend court as a witness at **Our** request:

- (a) **You**, any director or business partner £750
- (b) any **Employee** £250

Cross Liabilities

Where there is more than one person named as the **Policyholder** in the **Schedule** this Section will apply separately to each named person as if each is insured by a separate policy, provided always that **Our** maximum liability in the aggregate for damages to all parties insured will not exceed the Limit of Indemnity stated in the **Schedule**.

Health and Safety at Work etc. Act 1974

We will indemnify **You** and at **Your** request, any director, partner or **Employee** against legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed during the **Period of Insurance**, including legal costs and expenses incurred with **Our** written consent in an appeal against conviction arising from such proceedings.

We will not be liable for:

- (a) fines or penalties of any kind
- (b) proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- (c) costs and expenses insured by any other policy.

Conditions

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

Discharge of Liability

We may at any time pay to **You** in connection with any claim or series of claims:

- (a) the amount of the Limit of Indemnity or
- (b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as **Compensation**.

On payment **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of **Costs and Expenses** incurred prior to the date of such payment.

Exclusions

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

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

- 1. **Bodily Injury** to any **Employee** arising out of and in the course of their employment in **Your** business
- 2. a contract unless legal liability would have attached to **You** in the absence of such contract
- 3. legal liability arising from or caused by the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
- 4. liability caused by or arising from property in **Your** care, custody or control
- 5. **Damage to Products** or the cost of making good or recalling such **Products** or the cost of rectifying defective work
- 6. liquidated damages, fines or penalties
- 7. punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages
- 8. all liability in respect of **Pollution or Contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **Period of Insurance** provided that:
 - (a) **Pollution or Contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place

SECTION 5: PRODUCTS LIABILITY

(b) Our liability for all **Compensation** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the Limit of Indemnity stated in the **Schedule**

(c) this exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories.

9. liability in respect of **Pollution or Contamination** occurring in the United States of America and/or Canada and/or their dependencies or trust territories

10. **Products** which with **Your** knowledge are exported directly or indirectly to the United States of America or Canada

11. any **Products** which with **Your** knowledge are used in the aircraft, space, petro-chemical, gas, offshore, ship building and repair or nuclear industries

12. any **Products** which with **Your** knowledge are to be used in the motor industry other than those not affecting the safety, stability, steering or braking of the vehicle

13. liability caused by or arising from **Products** where the action is brought against **You** in any country not being a member of the European Union where **You** have a branch or a parent or a subsidiary company or are represented by a person or company holding **Your** Power of Attorney

14. liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:

(a) any **Cyber Act** or **Cyber Incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**

(b) loss of use, reduction of functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**

This Exclusion shall not apply in respect of:

(i) **Bodily Injury**

(ii) physical damage to material property

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** or a **Cyber Incident**

15. any liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other section had this insurance not been effected

16. liability arising from the following second-hand **Products**:

(a) upholstered furniture or bedding that does not meet the standards required under statutory safety legislation other than upholstered furniture or bedding supplied free or charge to the poor and needy

(b) gas appliance of any description

(c) any appliance containing or using flammable liquids

17. the **Excess** stated in the **Schedule**.

SECTION 6: PERSONAL ACCIDENT

Definitions

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

Benefit

The sum or sums of money that **We** have agreed to pay as shown in the **Schedule**.

Capital Benefits

A **Benefit** that is not payable at a weekly rate.

Deferment Period

The initial period of **Temporary Total Disablement** for which no **Benefit** is payable as shown in the **Schedule**.

Injury

Bodily injury caused by:

- (a) accidental violent external and visible means
- (b) unavoidable exposure to the elements
- (c) accidental drowning, gassing or poisoning

occurring within 24 months from the date of the accident causing the Injury.

Insured Events

1. Death
2. **Loss of Limb**
3. **Loss of Sight, Hearing or Speech**
4. **Permanent Total Disablement**
5. **Temporary Total Disablement**

Insured Person

You or any of **Your** partners, principals or directors or any other **Employee** less than 80.

Loss of Limb

Total and permanent loss:

- (a) by physical separation
- (b) of use

of a hand, arm, leg or foot.

Loss of Sight, Hearing or Speech

Total and irrecoverable loss of:

- (a) sight in one or both eyes
- (b) hearing
- (c) speech.

Medical Expenses

Any reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner and any hospital, nursing home or ambulance charges.

Permanent Total Disablement

Disablement which:

- (a) entirely prevents the **Insured Person** from engaging in or attending to their **Usual Occupation** to which they are reasonably suited by training, education or experience
- (b) lasts for more than 12 months from the date of the accident
- (c) is beyond hope of improvement.

Temporary Total Disablement

Disablement which entirely prevents the **Insured Person** from engaging in or attending to their **Usual Occupation**.

Usual Occupation

The tasks, duties and other functions, which **You** normally pay the **Insured Person** to perform in connection with **Your Event**.

Weekly Benefit

The amount shown in the **Schedule** that **We** will pay to **You** for each complete working week, during any period of **Temporary Total Disablement** of an **Insured Person**.

Cover

We will pay **You** the **Benefit** if any **Insured Person** sustains **Injury** whilst working for **You** at an **Event** during the **Period of Insurance** which solely, directly and independently of any other cause results in one of the **Insured Events**.

SECTION 6: PERSONAL ACCIDENT

Maximum Amount Payable

We will pay:

- (a) the **Capital Benefit** for **Insured Events** 1 to 4 shown in the **Schedule** for any one **Insured Person**
- (b) the **Weekly Benefit** for **Insured Event** 5, with payment being made at 4 weekly intervals but not payable for more than 104 weeks from the date the disablement started.

The **Benefit** will not be payable for more than one **Insured Event** 1 to 4 in respect of any one **Insured Person** identified as covered by this Section.

Payment in respect of **Insured Event** 5 will cease if the **Benefit** under **Insured Event** 1 to 4 becomes payable. Any sums paid under **Insured Event** 5 will be deducted from the amount of **Benefit** payable under **Insured Event** 1 to 4.

We will not be liable for any amount in excess of the maximum accumulation limit of £1,000,000 in respect of any one accident. If the aggregate amount of all benefits payable exceeds the maximum accumulation limit, the **Benefit** payable for each **Insured Person** shall be proportionately reduced until the total of all benefits does not exceed the maximum accumulation limit.

The maximum **Benefit** payable in respect of Death of an **Insured Person** under 16 years of age or under 18 years of age and in full-time education will not exceed £10,000 or the **Benefit** stated in the **Schedule** whichever is the lower.

Extensions

The following Extensions apply to this Section.

Disappearance

If an **Insured Person** has been missing for a period of 180 consecutive days and sufficient evidence is produced to support the conclusion that death has been caused by **Injury**, that person will be presumed to have died.

However if the **Insured Person** is subsequently found alive, any amount **We** have paid will be refunded to **Us**.

Medical Expenses Cover

We will pay **Medical Expenses** necessarily incurred and arising from treatment following **Injury** to an **Insured Person** up to:

- (a) 5% of the total amount paid for the **Capital Benefit** for **Insured Events** 1, 2, 3 and 4
- (b) 15% of the total amount paid as the **Weekly Benefit** for **Insured Event** 5.

Conditions

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

Claims Evidence Condition

If **You** do not comply with this Condition **You** will not be covered and **We** will not pay **Your** claim.

- (a) The **Insured Person** must as early as possible seek the attention of a qualified medical practitioner in the event of **Injury** which causes or may cause a claim and all certificates, information and evidence required by **Us** in connection with that **Injury** is to be provided at **Your** or the **Insured Persons** expense
- (b) All medical records, notes and correspondence in connection with a claim or a related pre-existing condition must be made available upon request to any medical adviser appointed by **Us** and that medical adviser is to be allowed to make an examination of the **Insured Person** as often as necessary
- (c) In the case of Death of the **Insured Person** **We** will be entitled to have a post mortem examination at **Our** expense.

SECTION 6: PERSONAL ACCIDENT

Exclusions

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

This Section does not cover any claim arising out of or consequent upon or contributed to directly or indirectly as a result of:

1. any pre-existing physical or mental disability or infirmity, medical condition or chronic or recurring ailment
2. any communicable disease including acquired immune deficiency syndrome (AIDS) or an AIDS related condition
3. insanity, intentional self-injury, suicide or attempted suicide
4. participation in any criminal act or civil commotion
5. flying or other aerial activities (other than whilst travelling as a passenger of a recognised airline)
6. pregnancy or childbirth
7. deliberate exposure to danger (except in an attempt to save human life)
8. an **Insured Person** practising or taking part in:
 - (a) any kind of racing (other than foot races)
 - (b) mountaineering or rock climbing
 - (c) abseiling, bungee jumping, potholing or similar underground activities
 - (d) underwater activities involving the use of breathing apparatus
 - (e) engaging in winter sports other than curling or skating
 - (f) speed or time trials
 - (g) engaging in any sport undertaken on a professional or semi-professional basis
 - (h) any operational duties as a member of the Armed Forces
9. the effects of alcohol or drugs (other than drugs prescribed by a qualified registered medical practitioner)
10. any treatment for drug addiction
11. any **Weekly Benefit** during the **Deferment Period**.

SECTION 7: CANCELLATION EXPENSES

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

Definitions

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

Adverse Weather

Extreme weather conditions which:

- (a) are deemed by the Event's Health and Safety Official (or an appropriate emergency authority or local authority) to present a danger to those attending and/or organising (including those responsible for the set up of the **Event**) and/or performing if the **Event** were to proceed
- (b) which cause the **Venue** to become inaccessible or unusable.

Cancelled/Cancellation

The inability to proceed with any **Event** prior to commencement.

Expenses

The total of all costs and charges which **You** have incurred or which **You** are liable to pay in connection with attending, organising, running or providing services solely for the **Event**, had a loss not occurred

Less any:

- (a) savings in respect of costs and expenses that cease or are reduced as a result of **Cancellation** or **Postponement** of the **Event**
- (b) income **You** have received from any source relating to the **Event**.

Postponed/Postponement

The unavoidable deferment of the **Event** to another time and/or **Venue**.

Cover

We will reimburse irrecoverable **Expenses** if the **Event** is necessarily and unavoidably **Cancelled** or **Postponed** due to a cause beyond **Your** control occurring during the **Period of Insurance**.

Our liability will not exceed the sum insured shown in the **Schedule** in any one **Period of Insurance**.

Extension

The following Extensions apply to this Section.

Adverse Weather

The insurance by this Section extends to include reimbursement of irrecoverable **Expenses** following the **Event** being **Cancelled** or **Postponed** during the **Period of Insurance** due to **Adverse Weather**.

Provided that:

- (a) **We** will not be liable for any loss in respect of an **Event** where the commencement of this Section is within 14 days of the date the **Event** is scheduled to begin
- (b) the burden of proving that the loss results from **Adverse Weather** shall be upon **You**. Evidence will be required to support any claim, including but not limited to photographic evidence, Met Office records and the Health and Safety official's statement.

Our liability will not exceed 20% of the Cancellation Expenses sum insured shown in the **Schedule**.

Exhibitors

Where **You** are an exhibitor only and not the **Event** organiser the insurance by this Section extends to include reimbursement of irrecoverable **Expenses** incurred by **You** following **Your** failure to vacate the **Venue** at the termination of tenancy resulting from a cause beyond **Your** control or the control of the **Event** organisers, sponsors or financial supporters.

Conditions

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

Average

If at the time of any loss the potential out of pocket **Expenses** of the **Event** is greater than the sum insured stated in the **Schedule**, **You** will be considered as being **Your** own insurer for the difference and shall bear a rateable proportion of the loss.

SECTION 7: CANCELLATION EXPENSES

Event Precautions

It is a condition precedent to **Our** liability that **You** must:

- (a) take all reasonable precautions to prevent or minimise damage, accident or **Bodily Injury**
- (b) maintain the **Venue** (including its fixtures & fittings), machinery, and equipment in a good and safe state of repair whilst in **Your** custody, care, and control or the custody, care and control of any authorised **Employee**
- (c) exercise due care in the selection and supervision of **Employees**
- (d) comply with any manufacturer's guidelines and instructions for the use of any equipment used at the **Event**
- (e) comply with all relevant statutory requirements and other regulations relating to the safety of persons and property used at and during the **Event**.

Exclusions

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

This Section does not cover:

1. circumstances expected to cause **Cancellation** or **Postponement** of the **Event**, which were known to **You** prior to and/or at the commencement of this Section
2. loss of or damage to property
3. a breach of contract
4. the failure or absence of any teleconferencing or similar picture or data communication links whether by telephone, radio, satellite or television transmission to or from any part of the **Event**
5. the unavailability of the **Venue** as a result of any work being carried out there by contractors making it unusable in whole or in part (other than as a result of an emergency occurring after the inception of this Section)
6. the **Cancellation** or **Postponement** of the **Event** for any reason directly or indirectly connected with the holding of a general Election in the United Kingdom unless such general election is held within 10 days the **Event**
7. failure of delegates or exhibitors to pay **You**
8. insufficient or lack of:
 - (a) finance, however caused
 - (b) sales
 - (c) fund raising, sponsorship or support towards the **Event**
 - (d) interest for attendance at the **Event**
9. **Your** failure to make necessary arrangements for the successful fulfilment of the **Event** in a timely manner
10. the non-appearance of:
 - (a) delegates, exhibitors, guests, visitors, or key speakers because of state affairs or government matters;

SECTION 7: CANCELLATION EXPENSES

- (b) any one key speaker, performer, or other key person who would perform an essential function needed for the successful fulfilment of the **Event**
- 11. the failure or non-appearance of any supplier or performer where service and booking arrangements cannot be evidenced
- 12. circumstances arising through, or because of restrictions imposed by the local authorities, or regulatory bodies
- 13. Court mourning, death of a member of the royal family or head of state
- 14. **Cancellation or Postponement** of the **Event** following the death, injury or illness of any party over the age of 75 years
- 15. **Expenses** paid by **You** to a professional event organiser, planner or co-ordinator, as a lump sum, for the total costs of **Your Event**, for all suppliers involved
- 16. **Cancellation or Postponement** or any other losses resulting from the failure or non-appearance of a contracted professional event planner, organiser or co-ordinator
- 17. costs where contracts have not been taken out between **You** and the end supplier
- 18. **Cancellation or Postponement** directly or indirectly arising from:
 - (a) the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency
 - (b) any travel advisory or warning being issued by a national or international body or agency
 - (c) industrial action or labour disputes, existing or threatened prior to the commencement of this Section, whether known to **You** or not
- 19. weather conditions other than as provided for under Section Extension Adverse Weather.



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