Event Insurance Policy Wording for

EXHIBITIONS, CONFERENCES & EVENTS

The **Insured** having paid or agreed to pay the Premium the **Insurers** will, subject to the Conditions, Exclusions, terms and limitations contained herein and endorsed hereon, indemnify the **Insured** under the terms of this insurance.

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

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

Introduction

Words written in bold are defined terms in the policy, so please refer to the Definitions section to see the meaning of these terms.

In return for you paying the premium, the **Insurers** will provide the cover shown in your Schedule during the Period of Insurance.

Parties to this agreement

This policy is between you and the **Insurers** as declared in the Schedule**.** This document, together with its Schedule and any attaching endorsements is the policy which sets out this insurance. It is a legal contract so please read all of it carefully.

Your Policy

Each insured section sets out the scope of the main cover and the circumstances in which the **Insurers** liability to you is limited or may be excluded. Further, each section sets out other terms and conditions relevant to that section. The cover provided by each section is only operative if stated as 'insured' in the Schedule. Where any Schedule heading or sub-heading states 'n/a', 'not applicable' or 'not insured' then no cover applies for that item.

Additional clauses set out terms, conditions, exclusions or limitations that may apply to more than one insured section.

The following general terms apply to all sections, clauses and endorsements:

- What is covered;
- What is not covered;
- General conditions;
- Complaints Procedure; and
- Claims procedure.

Policy Period and premium

The **Insurers** will provide insurance as described in this policy and Schedule for the Period of Insurance as long as you pay the premium(s) and other charges to the **Insurers** or your intermediary and the **Insurers** or the intermediary accept the premium(s) and other charges within the terms of your invoice. Taxes and other charges apply to this policy in addition to the premium.

If any premium (including a premium instalment) is not paid to and accepted by the **Insurers** or your intermediary within the terms of your invoice, the **Insurers** may cancel the policy and you will have no insurance protection.

Complaints Procedure:

At InEvexco we are proud of our reputation for high quality and excellent service. If, on any occasion our service falls below the standard you expect, you should contact:
Complaints Officer
Suite 184
80 Churchill Square Business Centre
Kings Hill
West Malling
Kent
ME19 4YU
Tel No: 01732 757616

You will receive an acknowledgement of the matter together with a copy of our complaints process. We will then aim to investigate and provide a resolution as quickly as possible, informing you of our progress.

If your complaint is regarding this policy or the handling of a claim, please contact:
Beazley Furlonge Ltd
22 Bishopsgate
London
EC3R 5AD
Tel No: 020 7667 0623
Fax No: 020 7674 7100
Email: beazley.complaints@beazley.com

In the Event that you remain dissatisfied with the response to your complaint and wish to take your complaint further, you may refer the matter to the Complaints Team at Lloyd's.
Their address is:
Complaints
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent
ME4 4RN
Tel No: 020 7327 5693
Fax No: 020 7327 5225
E-mail: complaints@lloyds.com

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If following our investigation, you are unhappy with our response and you are a private customer or a business with a turnover of less than €2,000,000, you may have the right to refer the matter to the Financial Ombudsman Service, who can be contacted at the following address:
Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0800 023 4567
Switchboard: 0207 964 1000
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Tel No: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK)

E-mail: complaint.info@financial-ombudsman.org.uk.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk.

Claims Notification:

In the Event of a loss being sustained, either actually or potentially, notification should be made immediately to InEvexco, Suite 184, 80 Churchill Square Business Centre, Kings Hill, West Malling, Kent, ME19 4YU- telephone number 01732 757616.

For emergency notification of claims outside normal office hours the following may be contacted directly –

Hyperion Adjusters Limited, 76/77 Watling Street, London, EC4M 9BJ –
T: 07973 405464
T: 07971 169847
T: 07976 942912

Or

Charles Taylor Adjusting, The Minster Building, 21 Mincing Lane, London, EC3R 7AG –
T: 020 7767 2984
T: 07917 559582

In respect of event liability claims:

United Kingdom -	DAC Beachcroft Claims Ltd St Paul's House 23 Park Square South Leeds, LS1 2ND	Contact: James Tallant Telephone: +44 (0) 113 251 4862 Email: jtallant@dacbeachcroft.com
All other territories -	Beazley Group 22 Bishopsgate London EC2N 4BQ	Email: pcgclaims@beazley.com

Information You must tell the Insurers

In deciding to accept this insurance and in setting the terms and premium, the **Insurers** have relied on the information you have given them. You must take reasonable care to provide complete and accurate answers to the questions the **Insurers** ask when you take out and make changes to your policy.

Careless misrepresentation in the context of a claim

If, on presentation of a claim, the **Insurers** obtain evidence which suggests that you failed to take care to verify the information you have provided, and the **Insurers** have relied upon in accepting this insurance and setting the terms and premium of this insurance the **Insurers** may:

- Treat this insurance as if it never existed and refuse to pay all claims and return the premiums paid, if your carelessness causes us to provide you with insurance cover which the **Insurers** would not otherwise have offered;
- Treat your insurance as if it had been entered into on different terms from those agreed (specifically to reflect the relevant misrepresentation); or
- Reduce proportionately the amount paid on a claim (specifically to reflect the relevant misrepresentation) if the **Insurers** would have charged more for your insurance.

Careless misrepresentation generally

If the **Insurers** obtain evidence unrelated to any outstanding claim which suggests that you failed to take care to verify the information provided to them and the **Insurers** have relied upon in accepting this insurance and setting the terms and premium of this insurance the **Insurers** may:

- Give you notice in writing that you must pay more for your insurance;
- Give you notice in writing that the terms of your insurance have changed; or
- Cancel this contract of insurance by giving you thirty days' notice in writing and return any premium paid for the balance of the contract term.

If **Insurers** give you notice that the terms of your insurance have changed or that you must pay more for your insurance, then you may give them thirty days' notice in writing that you wish to terminate the contract.

Any return premium due to you will depend on how long this contract of insurance has been in force and whether you have made a claim.

If we establish that you deliberately or recklessly provided them with false information the **Insurers** may:

- treat this insurance as if it never existed;
- decline all claims; and
- retain the premium (unless it would be unfair to do so).

Change in circumstance

You must tell the **Insurers** as soon as possible about any changes in the information you have provided to us which happens before or during any Period of Insurance. The **Insurers** will tell you if such change affects your insurance and if so, whether the change will result in revised terms and/or premium being applied to your policy. If you do not inform the **Insurers** about a change it may affect any claim you make or could result in your insurance being invalid.

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

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

Communicable Disease means any disease capable of being transmitted from any organism to another organism by means of any substance or agent.

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

Critical Attendance means the inability of more than 40% of **Delegates** to attend the **Event** due to any cause beyond their control and beyond the **Insured**'s control

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means 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 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.

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,
owned or operated by the Insured or any other party.

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

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

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

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

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

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

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

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

Future Marketing Expenses means reasonable additional promotional and marketing expenses necessarily incurred by you and agreed by us to reduce the effect of adverse publicity on the subsequent **event**.

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

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

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

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

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

National Mourning means a declared state of national, court or religious mourning which occurs, following the death of a member of the Royal Family or Head of State.

Net Loss means the amount above any excess stated in the schedule as represented in the Loss Calculation section. Such amount above any excess stated in the schedule as represented in the Loss Calculation section

Olympia Event means any Exhibition, Conference, Seminar, Meeting or other **Event** organised and/or managed by the **Insured** taking place at Olympia, London

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

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

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

Reduction in Quality means **Expenses** necessarily incurred by you to pay compensation to participants for a reduction in quality of the **event** due to disruption

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

Statement of Fact means the information provided to InEvexco with a fair presentation of the risk to be Insured

Sum Insured means the limit(s) shown for each section set out on the certificate/Schedule forming part of the insurance

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

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

Cancellation Section

What is covered? (An explanation of the coverage provided by this policy)

Subject always to the terms, conditions, limitations, exclusions and excesses contained within the policy schedule or included by endorsement, and subject always to the limit **Insured**:

1. **Insurers** will reimburse you for the **Net Loss** following the necessary **Cancellation**, **Abandonment**, disruption or rescheduling of the **Event**, which is the sole and direct result of a cause not otherwise excluded which occurs during the period and is beyond your control and the control of the **Event** organiser and participants.

2. **Insurers** will reimburse you for the **Net Loss** resulting directly from **Enforced Reduced Attendance** of **Delegates**.

3. **Insurers** will reimburse you for the amount of damages, costs or compensation which may be substantiated against the **Insured** in accordance with any contract entered into by them with the owners or management of a **Venue** by reason of the **Insured**'s **Failure to Vacate** that **Venue** at the termination of the contracted tenancy period

4. **Insurers** will reimburse you for any necessary additional costs or charges following the non-appearance of speakers or performers whose appearance is not the principle purpose of the **Event**, as a sole and direct result of a cause not otherwise excluded which occurs during the period and is beyond your control, the control of the speakers or performers, the control of the Event organiser and participants.

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

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

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

6. **Insurers** will reimburse you where the **Event** is moved to another time or place in order to avoid or diminish a loss payable by this policy and the **Event** will continue to be **Insured** by **Insurers**. In such circumstances where the limit **Insured** has been reduced or exhausted by a claim under this policy then unless you tell **Insurers** in writing not to do so, the limit **Insured** will be reinstated, and an additional premium will be payable to **Insurers** by you. The additional premium will be calculated using the same rate used for the original premium applied to the amount of limit **Insured** being reinstated.

7. **Insurers** will reimburse you for the **Net Loss** should the **Event** be necessarily cancelled, abandoned, disrupted or rescheduled as a sole and direct result of **national mourning** following the death of a member of the Royal Family or Head of State up to the age of 70, provided the date of death or the date of funeral occurs during the period of **Event**.

8. **Insurers** will reimburse you for the **Net Loss** should the **Event** be necessarily cancelled, abandoned or disrupted as a sole and direct result of the **Venue** being requisitioned by or under the order of any government or public or local authority as a sole and direct result of a natural catastrophe occurring during the period.

9. **Insurers** will reimburse you for the **Net Loss** should the **Event** be necessarily cancelled, abandoned or disrupted as a sole and direct result of **Critical Attendance**. In any claim and/or action, suit or proceeding to enforce a claim for a loss hereunder, the burden of proving that the loss is not due disinclination to attend shall fall upon the **Insured**.

What is covered – Additional coverage

(This section confirms the automatic and additional cover provided by this policy in addition to the limit **Insured**)

Insurers provide additional cover equivalent to 40% (fourty percent) of the limit **Insured,** or a limit of £500,000, whichever is less, in order to reimburse you:

1. the proven additional costs or charges reasonably and necessarily paid by you that exceed the limit **Insured** when despite your best efforts to avoid or diminish a loss payable under the policy your **Event** is necessarily cancelled or abandoned;

2. the reasonable and necessary proven costs of advising those who need to know that the **Event** is cancelled, abandoned or disrupted;

3. the reasonable and necessary proven external accounting or adjuster costs incurred in the calculating of any claim;

4. Future marketing expense where your **Event** is part of a series of **Event**s during the period or is scheduled to reoccur after the period;

5. **Financial Commitments**, following the **Cancellation**, **Abandonment**, disruption or rescheduling of the **Event**;

6. **Reduction In Quality** up to the value of GBP 25,000 or currency equivalent; Provided always such additional costs or charges have our prior written agreement.

The maximum **Insurers** will pay for the additional covers 1 to 6 listed above will not exceed 40% (fourty percent) of the limit **Insured**, or a limit of £500,000, whichever is less**,** in the aggregate and across all sections.

General Conditions

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

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

Exclusions

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

1. confiscation seizure destruction nationalisation or requisition by any Government Public/Civil Immigration or Customs Authority except where the **Venue** is requisitioned by or under the order of any government or public or local authority as a sole and direct result of a natural catastrophe occurring during the period.
2. the voluntary decision of the **Insured** to withdraw from organising an **Event.**
3. the withdrawal insufficiency or lack of finance however caused.
4. the financial failure of any venture.
5. the lack of or inadequate receipts sales or profits arising from an **Event** .
6. variations in the rate of exchange rate of interest or stability of any currency financial default insolvency failure to pay any person firm or corporation whether a party to this insurance or otherwise.
7. the lack of or inadequate response or support or withdrawal of support by sponsors financial supporters **Delegates** or **Exhibitor**s.
8. the lack of or failure to achieve economic attendance by **Delegates** public admissions or trade visitors or advance sales prior to an **Event.**
9. any work being carried out or scheduled to be carried out prior to or during an **Event** by builders or other **Contractor**s which renders the **Venue** or its facilities unusable in whole or in part unless such work is unknown to the **Insured** after reasonable enquiry by the **Insured** at the inception of their insurance or if later the date the **Insured** makes their booking.
10. the **Insured** or any **Employee** of the **Insured** involved in the organising or setting up or holding of an **Event** committing an illegal or unlawful act that prevents the **Event** from taking place as planned.
11. **National Mourning** following the death of a member of the Royal Family or Head of State over the age of 70.
12. any labour disputes or strikes or any other action related to pension reform disputes in Europe but only in respect of an **Event** held outside the United Kingdom and Ireland.
13. Notwithstanding any provision to the contrary, this Contract of Insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from any **Communicable Disease** and/or threat (whether actual or perceived) or fear thereof.
14. This insurance does not cover any claim directly or indirectly caused by or arising from or contributed to by the non-appearance of any individual, speaker, or VIP guest upon whom an **Event** is dependent.
15. This insurance does not cover any loss involving any social **Event** forming part of an **Event** unless the whole of such **Event** is also affected by the same insurance peril responsible for such loss.
16. Extreme weather in respect of any part of an **Event** held in the open or under canvas or in a temporary structure unless agreed by the **Insurers** in writing and confirmed in either the policy schedule or an Endorsement.
17. Civil commotion assuming the proportions of or amounting to a popular uprising, riot, martial law or the act of any lawfully constituted authority in the furtherance of maintaining public order.
18. Your lack of care, diligence or prudent behaviour, the result of which would increase the risk, and/or likelihood of a loss, under the policy.

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

Calculations of Loss

GROSS REVENUE

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

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

FAILURE TO VACATE

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

ADDITIONAL COVERAGE

This section confirms the automatic and additional cover made available by this policy in addition to the limit **Insured**. We provide additional cover equivalent to 40% (fourty percent) of the limit **Insured,** or a limit of £500,000**,** whichever is less, in order to reimburse you for: the proven additional costs or charges reasonably and necessarily paid by you that exceed the limit **Insured** when despite your best efforts to avoid or diminish a loss payable under this policy your **Event** is necessarily cancelled or abandoned; the reasonable and necessary proven costs of advising those who need to know that the **Event** is cancelled, abandoned or disrupted; the reasonable and necessary proven external accounting or adjuster costs incurred in the calculating of any claim; provided always such additional costs or charges have our prior written agreement. Future marketing expense where **you**r **Event** is part of a series of **Event**s during the period or is scheduled to reoccur after the period; **Financial Commitments**, following the **Cancellation**, **Abandonment**, disruption or rescheduling of the **Event**; Our maximum liability for the additional cover for the 5 (five) heads of cover listed above will not exceed 40% (fourty percent) of the limit **Insured,** or a limit of £500,000**,** whichever is less, in the aggregate.

ENFORCED REDUCED ATTENDANCE

Reduction in anticipated gate receipts or return of pre-paid registrations directly resulting from **Enforced Reduced Attendance**.

EXPENDITURE

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

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

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

UNDERINSURANCE

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

Employers Liability Section

What is covered? (An explanation of the coverage provided by this policy)

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

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

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

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

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

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

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

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

The policy also extends to include Overseas contingent employers liability – damages for which the **Insured** become legally responsible to pay an **Employee** whilst working overseas at an **Insured Event**. This cover only operates supplementary to any locally purchased workers compensation or employers liability.

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

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

Exclusions

This insurance does not cover liability

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

Public Liability Section

What is covered? (An explanation of the coverage provided by this policy)

In the **Event** of accidental
1. **Injury** to any person
2. loss of or damage to **Property**
3. obstruction trespass loss of amenities or nuisance

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

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

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

What is covered – Additional coverage

(This section confirms the automatic and additional cover provided by this policy)

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

1. Libel and Slander
   a. accidental libel contained in any publication produced by the **Insured** for an **Event**
   b. accidental slander in oral utterances made in connection with an **Event**

PROVIDED ALWAYS that the liability of the **Insurers** shall not exceed the following amounts in respect of any one **Event**
   a. GBP 10,000 (or an equivalent amount in any other currency applicable to this insurance) any one claim
   b. GBP 25,000 (or an equivalent amount in any other currency applicable to this insurance) in the aggregate within the Period of Insurance

the **Insurers** shall not be liable for withdrawal recall or replacement of any publication
the **Insured** shall be responsible for 10% of each and every claim, but subject to a minimum contribution of GBP 500 (or an equivalent amount in any other currency applicable to this insurance)

2. Cross Liabilities

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

3. Indemnity to **Venue** Owners or Operators

Where required under the terms of a contract for the hire of the **Venue** this insurance will extend to provide cover for the **Venue** owners and/or operators under any section of this insurance against claims arising from bodily **Injury** or **Property** damage where such claims arise out of the staging of the **Event** at the **Venue**.
provided that:
   a. The conduct and control of claims is vested in us
   b. The **Venue** owners and/or operators shall observe fulfil and be subject to the terms of this insurance so far as they can apply
   c. No cover shall apply in respect of liquidated damages or under any penalty clause
   d. Where cover is granted to any **Venue** owners and/or operators we will treat each **Venue** owner and/or operator and you as though a separate insurance had been issued to each party
   e. Nothing in this extension shall increase **Insurers** liability to pay any amount in excess of the limit stated in the schedule

4. Contractual Liability and Indemnity to Principal

If you enter into any contract or agreement with a principal responsible for the venue or the organisation of the event, we will, if the contract or agreement so requires, and at your request, provide insurance in the terms of this policy in respect of claims brought against such principal, caused by your negligence and arising in connection with the event, provided that the principal shall observe, fulfil and be subject to the terms provisions and conditions of the section insofar as they apply and the conduct and control of claims is vested in us.

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

The **Insurers** will also, at the request of the **Insured** and with the prior consent of the **Insurers** (such consent will not be unreasonably withheld), also indemnify the **Insured** or any director principal partner or **Employee** of the **Insured** in respect of
1. legal defence costs and expenses
2. costs and expenses of appeal including appeal against improvement and prohibition notices incurred with their written consent (which will not be unreasonably withheld)
3. prosecution costs awarded against the **Insured** incurred in the **Event** of such person being prosecuted for
   1. an alleged offence under the Health and Safety at Work Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man
   2. an alleged offence (whether under common law or statute) of manslaughter corporate manslaughter or corporate homicide

PROVIDED THAT
a. the alleged offence was committed during the Period of Insurance
b. the alleged offence relates to **Injury** to or potential **Injury** to any person including their health safety and welfare
c. the conduct and control of claims is vested in the **Insurers**

d. this indemnity does not
   1. provide for the payment of fines or penalties
   2. apply to prosecutions which arise out of any activity or risk excluded from this insurance
   3. apply to prosecutions consequent upon any deliberate act or omission
   4. circumstances where the **Insured** or any other **Insured** party is entitled to indemnity by any other legal expenses motor or employment protection insurance policy
   5. in respect of allegations of manslaughter corporate manslaughter or corporate homicide any amount in excess of a **Limit of Indemnity** of GBP 1,000,000 (or an equivalent amount in any other currency applicable to this insurance) any one claim or series of claims arising out of the same prosecution or proceedings

e. the director principal partner or **Employee** shall be subject to the terms Conditions and Exclusions of this insurance insofar as they can apply

Exclusions

This insurance does not cover liability

1. for **Injury** to any **Employee** if such liability arises out of and in the course of their employment by the **Insured**

2. for loss of or damage to **Property**
   a. belonging to the **Insured**
   b. in the care custody or control of the **Insured** or any **Employee** of the **Insured** other than
      I. any personal **Property** (including motor vehicles) of directors **Employee**s or visitors of the **Insured**
      II. the **Venue** (including fixtures fittings and all other contents) whilst temporarily occupied by the **Insured** for an **Event** but the **Insurers** shall not pay the first GBP 20,000 of any loss or damage for which indemnity is provided under the **Property** Section of this insurance

1. for **Injury** or loss of or damage to **Property** arising from the ownership possession control or use by or on behalf of the **Insured** or any **Employee** of theirs
   a. of any mechanically propelled vehicle
      BUT this Exclusion shall not apply in respect of **Injury** or loss or damage arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by any road traffic legislation and the **Insured** is not entitled to indemnity under any other insurance
   b. any aircraft or other aerial device hovercraft or watercraft (other than hand-propelled watercraft)

   BUT this Exclusion shall not apply to static exhibits of the **Insured** at an **Event**

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

   PROVIDED ALWAYS that the liability of the **Insurers** for all damages arising out of any **Products Supplied** in respect of all occurrences happening during the Period of Insurance shall not exceed in the aggregate the **Limit of Indemnity** stated in the Certificate/Schedule

3. for **Injury** or loss of or damage to or loss of use of **Property** directly or indirectly arising out of the
   a. discharge dispersal release seepage or escape of POLLUTANTS or other contaminants
   b. for the cost of or any expense demand or proceeding in respect of removing nullifying processing or cleaning up POLLUTANTS or other contaminants unless the discharge dispersal release seepage or escape arises directly from an identifiable single sudden unintended and unexpected **Event**
      1. which takes place in its entirety at a specific time and place during the Period of Insurance
      2. not itself arising from or contributed to by any discharge dispersal release seepage or escape of POLLUTANTS or other contaminants happening prior to the **Event** giving rise to a claim hereunder or from any gradually operating cause

   PROVIDED THAT
   1. the **Insurers** will not be liable for any fines penalties or punitive exemplary or multiple damages or any financial loss
   2. the liability of the **Insurers** hereunder for all damages and **Insured's Commitment, Legal Costs and Expenses** in respect of all **Event**s happening in the Period of Insurance shall not exceed the **Limit of Indemnity** stated in the Certificate/Schedule
   3. for the purposes of this Exclusion
      a. POLLUTANTS shall mean any solid liquid gaseous thermal biological or electrical irritant contaminant or any non natural use of land air or water including but not limited to smoke vapour dust soot fumes acids alkalis chemicals electro-magnetic radiation and Waste (Waste shall include all material to be recycled reconditioned or reclaimed)
      b. **Injury** or loss of or damage to or loss of use of **Property** arising out of one **Event** shall be deemed to have occurred at the time such **Event** takes place but this Exclusion will not apply to **Injury** s**us**tained by an **Employee** of the **Insured**

4. for **Injury** or loss of or damage to **Property** denial of access or nuisance arising from Pollution occurring within North America (Exclusion 5 above notwithstanding)

5. assumed by the **Insured** under agreement or contract which would not have attached in the absence of such agreement or contract

6. for **Injury** or loss of or damage to **Property** arising whilst OFFSHORE

   for the purposes of this Exclusion OFFSHORE shall mean from the time of embarkation onto a conveyance at the point on the mainland of final departure to an offshore rig platform or support vessel until such time of disembarkation onto land upon return from an offshore rig platform or support vessel

7. for fines penalties or liquidated damages

8. for punitive exemplary or aggravated damages of any kind or any additional damages resulting from the multiplication of compensatory damages

9. for **Injury** or loss of or damage to **Property** occurring in the United States of America or Canada or any territory within the jurisdiction of the United States of America or Canada unless specifically agreed in writing by the **Insurers**.

   In respect of any judgment, award, payment, defence costs or settlement delivered, made or incurred within countries which operate under the laws of North America (or any order made anywhere in the world to enforce such judgment, award, payment, defence costs or settlement either in whole or in part) unless specifically agreed in writing by the **Insurers**

10. for **Injury** or loss of or damage to **Property** or denial of access arising out of or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust or asbestos containing materials.

11. for economic loss not consequent upon **Injury** or loss of or damage to **Property**

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

13. for the transmission of any **communicable disease**

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

Property Section

What is covered? (An explanation of the coverage provided by this policy)

The **Insurers** will indemnify the **Insured** for physical loss of or damage to **Property** within the Period of Insurance up to GBP 200,000 (per event) or the amount stated in the Certificate/Schedule under **Property:**

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

Security Endorsement
Cover under this Section in respect of theft or attempt thereat is restricted as follows in respect of plasma screens, portable communication equipment, computers, audio-visual equipment and the like
The **Insurers** will not indemnify the **Insured** in respect of the theft of such **Property** whilst it is unattended unless all reasonable precautions have been taken to prevent a theft and
a. such **Property** is located in a locked cabinet or safe and the keys are removed there from, or
b. such **Property** is located in a locked room and the keys are removed there from, and
c. official security personnel are in attendance at the **Venue** on a 24 hour basis during the period of the **Insured**'s tenancy thereof

What is covered – Additional coverage

(This section confirms the automatic and additional cover provided by this policy)

1. **Property** Damage to the **Venue** – Up to 35,000

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

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

Exclusions

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

1 comprising
   a. simultaneous translation equipment jewellery furs precious stones or metals
   b. any cost beyond that of the materials and labour in reinstating any document or item of special value
   c. watercraft, aircraft or vehicles of any description other than whilst on static display at the **Venue** during the **Event**

2 specifically caused by or due to
   a. faulty or defective design or workmanship
   b. inherent vice or latent defect
   c. gradual deterioration wear tear or dilapidation
   d. mechanical or electrical breakdown or derangement BUT this Exclusion does not apply to other **Property** lost destroyed or damaged in consequence thereof PROVIDED THAT such loss or damage is not otherwise excluded from this insurance
   e. corrosion rust change in temperature dampness dryness contamination change in colour texture or finish
   f. vermin marring or scratching
   g. theft or attempt thereat or malicious damage unless reported at the first opportunity to the police or the security personnel at the **Venue**
   h. theft or attempt thereat in collusion with or by the **Insured** or any **Employee** of the **Insured** or any other person to whom the **Property** is entrusted
   i. or arising from or in connection with any process of cleaning servicing maintenance adjustment or repair
   j. or directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

3 in or on a vehicle left unattended unless such vehicle is locked and alarmed or immobilised and, if unattended overnight, parked in a secure compound

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

Money Section

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

Limit **Insured**: GBP 200,000 or the amount stated in the schedule

What is not covered

This policy does not cover any loss of money caused by or arising from:

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

Making a Claim

1 It is a condition of the liability of the **Insurers** that the **Insured** must report an occurrence which may result in a claim being made under this insurance by the most urgent means available and thereafter confirm in writing with as much information as possible in accordance with the Claims Notification provision stated in the Certificate/Schedule as soon as possible and submit full details at the expense of the **Insured**
   a. immediately for incidents involving personal **Injury** and any letter received from solicitors in connection with an incident or alleged incident should be forwarded immediately unanswered. The **Insured** must also create and maintain a First Aid report Accident Book entry Health & Safety documentation including RIDDOR report Names and Addresses of witnesses to the accident and the earning details of any **Employee** (if applicable) of any incident involving personal **Injury** in case a claim is received
   b. within seven (7) days of the occurrence for claims involving riot civil commotion labour or political disturbances or malicious persons
   c. at the earliest possible opportunity after any other occurrence(s)

2 The **Insurers**
   a. may seek to enter a **Venue** where the claim has arisen and the **Insured** shall provide all reasonable assistance therewith
   b. shall have sole conduct and control of claims and may at their discretion take over the defence and settlement of any claim at any time in the name of the **Insured** or other persons entitled to indemnity under this insurance
   c. may take legal proceedings in the name of the **Insured** but for the benefit of the **Insurers** to recover any payments or costs or secure an indemnity from any other party

3 It is the duty of the **Insured** to take or to permit to be taken all available steps to mitigate or minimise any loss for which a claim is either made or intimated under this insurance.

4 At the request and expense of the **Insurers** the **Insured** must take or permit to be taken all necessary steps to enforce rights against any other party whether or not any payment has been made under this insurance

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General Conditions

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

1. shall observe and comply with all laws regulations and requirements whether National State or local of any country necessarily involved in the holding the of an **Event**

2. shall have truthfully declared all essential information or knowledge concerning an **Event** after having made all reasonable enquiries to establish such information or knowledge which could be likely to influence the **Insurers** in determining
   a. whether or not to accept the risk
   b. the amount of the premium
   c. any Conditions, Exclusions, terms or limitations to be applied to this insurance

3. will at all times observe and comply with the Conditions, terms and Endorsements of this insurance

4. will, after having made reasonable enquiry, have no knowledge of any undisclosed matter fact or circumstance which is likely to give rise to a claim under this insurance
   a. at the inception of the Period of Insurance shown in the Certificate/Schedule of this insurance
   b. at the date any additional **Event** are added to this insurance
   c. at the date any changes additions or increases to an **Event** covered by this insurance are advised to the **Insurers**

5. a. take all reasonable precautions to prevent any claim and minimise the loss arising in connection with any claims
   b. comply with statutory and other obligations and regulations
   c. keep proper records and books of account and/or other records of all moneys actually or due to be expended or received in connection with an **Event** and permit the **Insurers** at all reasonable times to have free access to such records and in the **Event** of a claim give all information explanations and assistance as the **Insurers** may require

6. as soon as possible advise the **Insurers** of any change of fact which affects the risk covered by this insurance

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

1. the law of England and Wales will apply to this contract unless the **Insured** and the **Insurers** agree otherwise; or at the date of the contract the **Insured** is a resident of (or, in the case of a business, the registered office or principal place of business is situated in): Scotland, Northern Ireland, Channel Islands or the Isle of Man; in which case (in the absence of agreement to the contrary) the law of that country will apply

2. there has been no misrepresentation misdescription or non-disclosure of any material fact

3. this insurance will cease if the insurable interest of the **Insured** in this insurance ceases except by will or operation of the law

4. the **Insured** shall
   (a) pay the premium upon request
   (b) not be entitled to a return of premium for **Cancellation** of this insurance EXCEPT as provided for in General Condition 8
   (c) not include the premium or any costs incurred in the preparation of any claim made under this insurance

5. no other insurance contract shall be entered into by the **Insured** to cover the interest covered by this insurance without the prior written approval of the **Insurers**
   HOWEVER

if another insurance contract is entered into the **Insurers** reserve the right to amend the terms and Conditions of this insurance

6. the Territorial Limits of this insurance shall be Worldwide

7. the benefit of this insurance shall not be assigned by the **Insured** in whole or in part without the written consent of the **Insurers**

8. if this insurance is cancelled by the **Insured** for any reason and is not the subject of a claim or an intimated claim the **Insurers** at their discretion will refund a pro rata amount up to 50% of the original premium charged
PROVIDED THAT Such **Cancellation** is effected more than 90 days prior to the opening of an **Event**

9. there will be no **Cancellation** by the **Insurers** of the cover provided by this insurance UNLESS there is a breach of Conditions by the **Insured**

General Exclusions

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

1. or in consequence of any act of or threat of or fear of terrorism (whether actual or perceived) regardless of any other cause or **Event** contributing either concurrently or in any other sequence to the loss

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

   This Endorsement also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of or threat of or fear of terrorism (whether actual or perceived)

   If the **Insurers** allege that by reason of this Exclusion any loss damage cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **Insured**

   In the **Event** any portion of this Endorsement is found to be invalid or unenforceable the remainder shall remain in full force and effect

2. or in consequence of
   a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
   b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

3. or in consequence of actual threatened feared or perceived use of any biological chemical radioactive or nuclear agent material device or weapon

4. or in consequence of war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to **Property** by or under the order of any government or public or local authority

5. any fraudulent means used by the **Insured** or anyone acting on his behalf or any other person acting with the connivance of the **Insured**

6. wilful breach of contract by the **Insured**

7. the misrepresentation misdescription or non-disclosure of any material fact

8. alterations changes or additions to an **Event** unless agreed in writing by the **Insurers**

9. Any **Cyber Act** or **Cyber Incident** or the fear or threat of any **Cyber Act** or **Cyber Incident** or action taken in controlling, preventing, supressing or remediating any **Cyber Act** or **Cyber Incident** or the fear or threat of any **Cyber Act** or **Cyber Incident**.

10. This insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from seepage and/or pollution and/or contamination unless it is discovered during the period of insurance and is a direct cause of a loss covered under this policy.

Use of language

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

Financial Service Compensation Scheme

The **Insurers** are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if the **Insurers** cannot meet their obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or by writing to:

The Financial Services Compensation Scheme,
PO Box 300,
Mitcheldean,
GL17 1DY.

Cooling off and Cancellation

Your **Cancellation** rights:

a) If You have taken out an annual or multiple **Event** policy and decide that for any reasons, this policy does not meet your needs then please return it to your insurance intermediary within 14 days from the day of the purchase or the day on which you receive your policy documentation, whichever is later. On the condition that no claims have been made or are pending, the **Insurers** will refund your premium in full. There is no cooling off Period for policies of less than one month's duration.

b) Following this you may cancel the insurance cover at any time in accordance with the General Conditions of this policy.

Data Protection Short Form Notice

Your personal information notice

Who the Insurers are
The **Insurers** are the insurers identified in the contract of insurance and/or in the certificate of insurance.

The basics
The **Insurers** collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet their legal obligations.

This information includes details such as your name, address and contact details and any other information that the **Insurers** collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, the **Insurers** may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where the **Insurers** need your consent, they will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent the **Insurers** from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. The **Insurers** will only disclose your personal information in connection with the insurance cover that they provide and to the extent required or permitted by law.

Other people's details you provide to us
Where you provide the **Insurers** or your agent or broker with details about other people, you must provide this notice to them.

Want more details?
For more information about how the **Insurers** use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

Contacting us and your rights
You have rights in relation to the information the **Insurers** hold about you, including the right to access your information. If you wish to exercise your rights, discuss how the **Insurers** use your information or request a copy of our full privacy notice(s), please contact us on DPO@beazley.com or the agent or broker that arranged this insurance.

InEvexco, 10 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4AR
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