



Insurance Policy Wording for

EVENT ORGANISERS AND THEIR PARTICIPATING EXHIBITORS

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

This Wording and its Endorsement(s), Certificate(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.

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

DEFINITIONS

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

Abandonment/Abandoned means the inability to complete the Insured Event once commenced

Cancellation/Cancelled means the inability to commence with the Insured Event

Disruption/Disrupted means the unavoidable partial closure of the Insured Event

Electronic Equipment means any item of property or equipment powered by electricity and which is portable, either before or after being detached from another item or items of property

Exhibition means any **Exhibition** included in the Event Schedule forming part of this insurance and any repeat of such **Exhibition** scheduled to take place within the following calendar year of the open date thereof but only in respect of any claim arising under Section 1 – Exhibitor Expenses of this insurance during the Period of Insurance applicable to this insurance

Exhibition Organiser means the organiser of the exhibition the **Participating Exhibitor** is attending

Exhibitor Expenses means expenses directly incurred by a **Participating Exhibitor** in connection with an **Exhibition** including, but not limited to, advertising, printing, stationery, insurance premiums, charges for space and services, hire of stand, transport charges, the cost of designing, building, installing and removing stands and/or displays, their fittings, exhibits, deposits and payments in respect of accommodation and travel

Exhibitor Property means any property belonging to or in the care, custody or control of a **Participating Exhibitor** including, but not limited to, exhibits, exhibition stands and ancillary equipment, **Electronic Equipment**, display materials, furniture, fixtures and fittings, office equipment, stationery and promotional literature all brought to the **Venue** for the purposes of an **Exhibition**. This also includes clothing and personal effects (not otherwise insured) of principals, employees and authorised representatives of a **Participating Exhibitor** whilst in attendance at the **Exhibition**

Exhibitor Contract means any legally binding lease or contract for hire, or similar agreement, to provide services and space at an **Exhibition** or similar event organised by the Insured

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

Insurers means those named in the Certificates, Evidence of Insurance and/or Schedule forming part of this insurance

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.

Participating Exhibitor means any person, partnership, firm, company or organisation that hires and/or occupies an exhibition stand or space at an **Exhibition** declared to and accepted by the Insurers as beneficiaries of this Policy.

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

Period of Insurance means the period of the **Exhibition** stated in the Certificates and/or Schedule forming part of this insurance plus the contracted times for build-up and break-down at the **Venue** and the times for transporting **Exhibitor Property** directly to and from the **Venue** and, in respect of **Exhibitor Expenses** only, for the period commencing with the Inception Date stated in the said Certificates and/or Schedule

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

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

Rescheduling/Rescheduled means the unavoidable postponement of the event to another time or the unavoidable removal of the event to another location

Territorial Limits means anywhere in the world

Venue means the location or situation at which the **Exhibition** takes place

You/Your means the Insured as defined in the Risk Details section

SECTION 1 – EXHIBITOR EXPENSES

WHAT IS COVERED? (An explanation of the coverage provided by this policy)

The **Insurers** will indemnify the **Participating Exhibitor** up to the Limit of Indemnity stated in the Certificates and/or Schedule for loss of irrecoverable **Exhibitor Expenses** sustained as a result of

- 1 the cancellation, abandonment, curtailment (in whole or in part), or postponement or removal to alternative premises of an **Exhibition**
- 2 the inability of the **Participating Exhibitor** to open or keep open their exhibition stand or space due to
 - a) damage to
 - i) **Exhibition Property** while in transit to and from the **Venue**
 - ii) **Exhibition Property** while at the **Venue**
 - iii) the **Venue** for an **Exhibition**
 - b) the late or non-arrival of exhibits or their arrival in a condition making such property unsuitable for exhibiting
 - c) the non-arrival of a **Participating Exhibitor's Employee**, or appointed representative, intended to work on their behalf at an **Exhibition**, as a result of **Injury** or accidental causes
- 3 the Insured and/or **Participating Exhibitor's** failure to vacate that **Venue** at the termination of the contracted tenancy period, thereby becoming liable for damages, costs or compensation under a contract entered into by them with the owners or management of the **Venue**

necessarily and unavoidably occurring during the Period of Insurance solely and directly as a result of any cause beyond the control of the Insured and/or **Participating Exhibitor** and not otherwise excluded herein.

The **Insurers** will also pay for additional costs and expenses necessarily and reasonably incurred by the **Participating Exhibitor** for the sole purpose of avoiding or diminishing a claim over and above those budgeted to be incurred in connection with an **Exhibition**, such costs being agreed by **Insurers**.

The **Participating Exhibitor** must have made all reasonable and necessary arrangements for

- a) the safe transportation and custom's clearance of all exhibits and allowed reasonable time for delivery to the **Venue**
- b) such **Participating Exhibitor's Employee**, or appointed representative, to attend an **Exhibition**

EXCLUSIONS

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

- 1 financial causes, which shall include but not be limited to
 - a) the financial failure of an **Exhibition**
 - b) the lack of or inadequate receipts sales or profits arising from an **Exhibition**
 - c) variations in the rate of exchange, rate of interest or stability of any currency
 - d) the financial default, insolvency or inability of any party
- 2 lack of support, which shall include but not be limited to
 - a) the voluntary decision of the **Participating Exhibitor** to withdraw from exhibiting
 - b) the lack of or inadequate response of public admissions or trade visitors, other exhibitors, sponsors or financial supporters
 - c) the non-appearance of any individual, speaker, or VIP guest upon whom an **Exhibition** is dependent
- 3 by **National Mourning** or court mourning except where the date of death or the date of the funeral coincides with the open dates of an **Exhibition** following the death of a member of the Royal Family or Head of State up to the age of 70

- 4 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.
- 5 a **Participating Exhibitor's** lack of care, diligence or prudent behaviour, the result of which would increase the risk, and/or likelihood of a loss, under this policy.
- 6 any contractual dispute or breach by the **Insured**, a **Participating Exhibitor** or any of their **Employees**.
- 7 alterations or variances of an **Exhibition** without the **Insurers'** prior written approval.
- 8 any work being carried out by builders or other contractors which renders the **Venue** or its facilities unusable in whole or in part, unless such work is unknown to the **Insured** at the inception of this insurance.
- 9 the **Insured Insured's** failure to:
 - a) observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
 - b) make all necessary arrangements for the successful fulfilment of the **Exhibition** (which for the avoidance of doubt shall include, but not be limited to, the provision of sufficient allowances for travel time, set up and/or rehearsal time) in a prudent and timely manner.
 - c) ensure that all necessary contractual arrangements made with the **Insured** are confirmed in writing and that all necessary authorisations (which for the avoidance of doubt shall include, but not be limited to, the obtaining of licences, permits, visas, copyright and patents) be obtained in a timely manner and valid for the period of **Exhibition**.

SECTION 2 – EXHIBITOR PROPERTY

WHAT IS COVERED? (An explanation of the coverage provided by this policy)

The **Insurers** will indemnify the **Participating Exhibitor** for physical loss of or damage to **Exhibitor Property** during the **Period of Insurance** anywhere within the **Territorial Limits** up to but not exceeding the Limits of Indemnity stated in the Certificates and/or Schedule.

EXCLUSIONS

In addition to the General Exclusions the **Insurers** shall not be liable for any loss in respect of:

- 1 the first amount of each and every loss stated under Excess in the Certificates and/or Schedule
- 2 any cost beyond that of the materials and labour in reinstating any document or item of special value
- 3 Damage to **Exhibition Property** in or on
 - a) any vehicle owned or operated by the **Participating Exhibitor**, their **Employees** or agents, when left unattended unless fully secured at all points of access, including the full use of any security devices in situ
 - b) any vehicle owned or operated by the **Participating Exhibitor**, their **Employees** or agents, when left unattended for the night unless:
 - i) fully secured at all points of access, including the full use of any security devices in situ and either garaged in a building which is securely closed and locked, or
 - ii) parked in a compound secured by locked gates, or
 - iii) the vehicle itself is protected by a fully operational security alarm, immobiliser or the like
 - c) any open vehicle owned or operated by the **Participating Exhibitor**, their **Employees** or agents, if caused by atmospheric or climatic conditions unless substantial vehicle sheets are utilised for protection
- 4 **Exhibition Property** comprising
 - a) money of any description
 - b) simultaneous translation equipment
 - c) jewellery, clocks, watches and furs
 - d) glass, china, marble, earthenware, scientific instruments, antiques, curios, sculptures, works of art, pictures, prints, drawings, engravings and any goods of a brittle nature
 - e) vehicles licenced for use on the highway
 - f) perishable goods such as food and drink

unless endorsed herein to the contrary
- 5 specifically caused by or due to or arising from
 - 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 **Exhibitor 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) loss of market or loss of profits or consequential loss of any kind
 - h) theft or attempt thereat in collusion with or by the Insured and/or **Participating Exhibitor** or any **Participating Exhibitor's Employee** or any other person to whom the **Exhibitor Property** is entrusted
 - i) arising from or in connection with any process of cleaning servicing maintenance adjustment or repair
 - j) directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

- k) confiscation or requisition by customs or other official authorities, or delay
- 6 Damage to **Exhibition Property** caused by or arising from atmospheric, climatic or weather conditions in respect of an **Exhibition** held in the open, or in any marquee or tent which is not a hard-sided, professionally erected temporary structure supplied by members of a recognised, relevant trade association (unless endorsed herein to the contrary)

SECTION 3 – EXHIBITOR LIABILITY

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 material property

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

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

The **Insurers** will not be responsible for the first amount of each and every loss stated under Excess in the Certificates and/or Schedule.

The **Insurers** will have no duty to defend the Insured or **Participating Exhibitor** against any action to which this Policy does not apply.

All ground surfaces of that part of a **Venue** which a **Participating Exhibitor** is responsible for must be checked by them for tripping and/or slipping risks prior to the Open Period of an **Exhibition** and appropriate action taken to eliminate any such risks. If this condition is not complied with the Insurers may reduce the amount paid or refuse any claim.

For the purposes of this Section Legal Costs and Expenses means all legal costs recoverable by a claimant from the **Participating Exhibitor**, all costs and expenses incurred with the written consent of the **Insurers**, all solicitors fees for legal representation at any Coroner's Inquest or Fatal Accident Enquiry or proceedings in any Court of Summary Jurisdiction arising out of an alleged breach of statutory duty

In addition, the **Insurers** will, at the request of a **Participating Exhibitor** and with the prior consent of the **Insurers** (such consent will not be unreasonably withheld), also indemnify the **Participating Exhibitor** or **Participating Exhibitor's Employee** 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 **Participating Exhibitor** incurred in the event of such person being prosecuted for
 - a) an alleged offence under occupational health and safety legislation
 - b) an alleged offence (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide

PROVIDED THAT

- a) the alleged offence was committed during the **Period of Insurance**
- b) the alleged offence relates to **Injury** to or potential **Injury** to any person including their health, safety and welfare
- c) the conduct and control of claims is vested in the **Insurers**
- d) this indemnity does not
 - i) provide for the payment of fines or penalties
 - ii) apply to prosecutions which arise out of any activity or risk excluded from this insurance
 - iii) apply to prosecutions consequent upon any deliberate act or omission

- iv) circumstances where the Insured or any other insured party is entitled to indemnity by any other legal expenses motor or employment protection insurance policy
 - v) in respect of allegations of manslaughter, corporate manslaughter or corporate homicide any amount in excess of a limit of indemnity of **USD 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 **Participating Exhibitor's Employee** shall be subject to the terms Conditions and Exclusions of this insurance insofar as they can apply

EXCLUSIONS

In addition to the General Exclusions the **Insurers** shall not be liable:

- 1 for **Injury** to any **Participating Exhibitor's Employee** if such liability arises out of and in the course of their employment by the **Participating Exhibitor**
- 2 for loss of or damage to
 - a) property belonging to the **Participating Exhibitor**
 - b) property in the care custody or control of the **Participating Exhibitor** or any **Participating Exhibitor's Employee** other than
 - i) any personal property (including motor vehicles) of a **Participating Exhibitor's Employees** or visitors of the **Participating Exhibitor**
 - ii) the **Venue** (including fixtures, fittings and all other contents) whilst temporarily occupied by the **Participating Exhibitor** for an **Exhibition**
- 3 for **Injury** or loss of or damage to property arising from the ownership, possession, control or use by or on behalf of the **Participating Exhibitor** or any **Participating Exhibitor's Employee**
 - 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 **Participating Exhibitor** 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 within the **Exhibitor Property** of the **Participating Exhibitor**
4. for **Injury** or loss of or damage to property caused by or arising out of any **Products Supplied** by or on behalf of the **Participating Exhibitor** other than food or drink provided for visitors to the **Participating Exhibitor's stand** at an **Exhibition**
5. 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 such discharge, dispersal, release, seepage or escape arises directly from an identifiable single sudden, unintended and unexpected event:
 - i) which takes place in its entirety at a specific time and place during the **Period of Insurance** and
 - ii) is 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:
 - a) **Injury** or loss of or damage to or loss of property directly or indirectly arising out of the discharge, dispersal, release, seepage or escape of Pollutants or other contaminants happening in the United States of America or Canada or;

- b) the cost of or any expense, demand or proceeding in respect of nullifying, processing or cleaning up Pollutants or other contaminants in the United States of America or Canada
 - 2) the **insurers** will not be liable for any fines, penalties or punitive exemplary or multiple damages or any financial loss
 - 3) the liability of the **insurers** hereunder for all damages and legal costs and expenses in respect of all events happening in the Period of Insurance shall not exceed the Limit of Indemnity stated in the Certificates and/or Schedule.
 - 4) 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, electromagnetic 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** sustained by a **Participating Exhibitor's Employee**
 - 6. assumed by the **Participating Exhibitor** under agreement or contract which would not have attached in the absence of such agreement or contract
 - 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 by the **Insurers** and noted in the Certificates and/or Schedule
- North America Legal Actions: any proceedings, enforcement, judgement or award within, from or based upon any judgement with any court of law within the United States of America or Canada whether by way of reciprocal agreement or otherwise.
- 10. for **Injury** arising out of or caused by 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 **Participating Exhibitor** for a fee
 - 13. for **Injury** or damage to property arising out of the application of any form of treatment or therapy
 - 14. loss or damage caused by the defective erection, use or dismantlement by the **Participating Exhibitor** or on their behalf of any staging, marquees or temporary structures.
 - 15. arising out of the ownership, possession or use of any animal.
 - 16. for **Injury** or loss or damage caused by any deliberate or wilful act, or any act of vandalism at or to the **Venue**.
 - 17. for any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

CLAIMS CONDITIONS

- 1. The Insured and/or **Participating Exhibitor** 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 and/or **Participating Exhibitor**

- a) immediately for incidents involving personal injury. Any letter received from solicitors in connection with an incident or alleged incident should be forwarded immediately unanswered. The Insured and/or **Participating Exhibitor** must also provide details of how, when and where the incident took place, including details of any injuries, and provide the names and addresses of any witnesses.
- b) at the earliest possible opportunity after any other occurrence(s)

The Insured and/or **Participating Exhibitor** must report any incident of theft or malicious damage immediately either to the local police authority or to the security personnel on duty at the **Venue**

If the above conditions are not complied with the **Insurers** may reduce the amount paid or refuse any claim.

2. The **Insurers**

- a) may seek to enter a **Venue** where a claim has arisen and the **Insured** and/or **Participating Exhibitor** 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 **Participating Exhibitor** or other persons entitled to indemnity under this insurance
 - c) may take legal proceedings in the name of the **Participating Exhibitor** 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 and/or **Participating Exhibitor** 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 and/or **Participating Exhibitor** 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
 5. The **Participating Exhibitor** shall keep accurate records of all expenditure and liability incurred, supported by receipts, vouchers or other documents, and shall permit the **Insurers**, at all reasonable times, to have free access thereto and, in the event of a claim, shall give all information and explanations as the **Insurers** may reasonably require
 6. No admission of liability or offer, promise or payment shall be made by the Insured and/or **Participating Exhibitor** without the consent of the **Insurers** and the **Insurers** shall be entitled to take over and conduct, in the name of the **Participating Exhibitor**, the defence or settlement of any claim, or to constitute or prosecute, in the name of the **Participating Exhibitor**, for their own benefit, any claim for indemnity or damages or otherwise, and shall have full discretion in the conduct of any proceedings or in the settlement of any claim, and the **Participating Exhibitor** shall give all such information and assistance as the **Insurers** may reasonably require

GENERAL CONDITIONS

1. The Insured and each **Participating Exhibitor**

- a) 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 **Exhibition**
- b) shall take all reasonable precautions to prevent any claim and minimise the loss arising in connection with any claim
- c) keep proper records and books of account and/or other records of all moneys actually or due to be expended in connection with an **Exhibition** 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
- d) as soon as possible advise the **Insurers** of any change of fact which may affect the risk covered by this insurance

If any of the above conditions are not complied with the **Insurers** may reduce the amount paid or refuse any claim.

2. This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit clause attached to this Policy unless otherwise determined by the Arbitration Clause if applicable to this Policy.
3. this insurance will cease if the insurable interest of the Insured and/or a **Participating Exhibitor** in this insurance ceases except by will or operation of the law
4. the **Participating Exhibitor** shall not include the premium or any costs incurred in the preparation of a claim in any claim made under this insurance
5. the benefit of this insurance shall not be assigned by the Insured and/or a **Participating Exhibitor** in whole or in part without the written consent of the **Insurers**
6. there will be no cancellation by the **Insurers** of the cover provided by this insurance UNLESS there is a breach of policy conditions by the Insured and/or a **Participating Exhibitor**
7. The cover provided by this insurance does not cover any loss which, at the time of the happening of such loss, is insured by or would, but for the existence of this insurance, be insured by any other policy or policies, except in respect of any excess beyond the amount which would have been payable under such policy or policies had this insurance not been effected
8. If any difference shall arise as to the amount to be paid under this insurance (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is, by this condition, to be referred to arbitration, the making of an award shall be condition precedent to any right of action against the **Insurers**
9. The **Insurers** may pay to the **Participating Exhibitor** the maximum payable under Section 3 (Exhibitor Liabilities) in respect of any occurrence or any lesser sum for which the claim, or claims, arising from such occurrence can be settled, and the **Insurers** shall not be under any further liability in respect of that occurrence, except for the payment of costs and expenses of litigation incurred prior to such payment.
10. In the event of a claim being made against the **Insurers** under this insurance
 - a) the **Insurers** may, at any time, at their own expense, use all legal means, in the name of the **Participating Exhibitor** for the recovery of any **Exhibitor Property** damaged, and the **Participating Exhibitor** shall give all reasonable assistance for that purpose
 - b) the **Insurers** shall be entitled to any **Exhibitor Property** for which a claim is paid hereunder and the **Participating Exhibitor** shall execute all such assignments and assurances of such **Exhibitor Property** as may be reasonably required, but the **Participating Exhibitor** shall not be entitled to abandon any **Exhibitor Property** to the **Insurers**

MISREPRESENTATION AND FRAUD

This entire Policy will be void if, whether before or after a loss, an Insured has:

- a) wilfully concealed or misrepresented any material fact or circumstance concerning this insurance, the subject thereof, any insurance claim, or the interest of an Insured.
- b) made any attempt to defraud the Underwriters.
- c) made any false swearing.

SANCTIONS LIMITATION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 that (re)insurer 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.

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 exclusion 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 exclusion 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 and/or **Participating Exhibitor**

In the event any portion of this exclusion 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 and/or **Participating Exhibitor** or anyone acting on his behalf or any other person acting with the connivance of the Insured and/or **Participating Exhibitor**
6. wilful breach of contract by the Insured and/or **Participating Exhibitor**
7. or in consequence of any Communicable Disease, including any fear or threat (whether actual or perceived) of such Communicable Disease or any action taken in controlling preventing suppressing or in any way relating to any outbreak of such Communicable Disease.

For the purposes of this exclusion, a Communicable Disease means any disease 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, a 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, 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 insured hereunder.

8. any:

- a) Cyber Loss;
- b) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

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

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

For the purposes of this exclusion:

Cyber Loss means 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 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.

Cyber Act means 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 means:

- 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.

Computer System means:

- a) 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.

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.

If the Insurers allege that, by reason of these General Exclusions, any loss is not covered by this insurance, the burden of proving the contrary shall be upon the Insured and/or **Participating Exhibitor**

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.

NORTH AMERICAN JURISDICTION EXTENSION

Section 3 – Exhibitor Liability Exclusion 9 of the InEvexco Event Organisers and Their Participating Exhibitors wording, "North American Legal Actions", is deleted subject to the following conditions in respect of all claims arising as a consequence of this extension;

1. the Maximum Payable shown in the Cover Details shall be inclusive of all costs and expenses,
2. the excess will be USD 500.00 in respect of each claim, and
3. liability arising as a consequence of Pollution shall be excluded.

Subject otherwise to the terms and conditions of this insurance.

SERVICE OF SUIT CLAUSE (U.S.A.)

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon

Lloyd's America, Inc.

Attention: Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York, New York
10017, USA

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

LMA5020
14/09/2005

U.S. TERRORISM RISK INSURANCE ACT OF 2002
AS AMENDED NOT PURCHASED CLAUSE

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390

09 January 2020

LLOYD'S PRIVACY STATEMENT

UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

LSW1135B 06/03

SECURITY DETAILS

INSURER'S LIABILITY: (RE)INSURERS LIABILITY CLAUSE

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

INSURER’S LIABILITY:
(Continued):

Although reference is made at various points in this clause to “this contract” in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21/6/07
LMA3333

ORDER HEREON:

100% of 100%

**BASIS OF
WRITTEN LINES:**

Percentage of whole

**SIGNING
PROVISIONS:**

In the event that the written lines hereon exceed 100% of the order, any lines written “to stand” will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the insured and all insurers whose lines are to be varied. The variation to the contracts will take effect only when all such insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.