inevexco
A Gallagher Company

Insurance Policy Wording for

EVENT ORGANISERS AND THEIR PARTICIPATING EXHIBITORS

The Insured having made to the **Insurers** a proposal which has been relied upon to determine the terms and Conditions and having paid or agreed to pay the Premium the **Insurers** will, subject to the Conditions, Exclusions, terms and limitations contained herein and endorsed hereon, indemnify the Insured and/or a **Participating Exhibitor** as a beneficiary 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 the insured's 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.

How the exhibitor policy works for exhibitors paying the participation fee -

In return for the premium the **Insured** has agreed to pay , the **Insurers** will provide the cover shown in the **Exhibitions Organisers** policy Schedule during the **Period of Insurance** and provided in the Evidence of Insurance document on file with Insurers. The **Insured** remains the policyholder but are allowing the **Participating Exhibitors** to be a beneficiary under their policy. The **Participating Exhibitor** will have no rights under the Policy and may not enforce any term of it. Once the participation fee is paid to the **Insured** the **Exhibitor Expenses** cover commences. The **Exhibitor Property** section cover begins once the **Participating Exhibitor's** property items are enroute to the **Venue** and ends once the items are back at the **Participating Exhibitor's** business premises/storage location. The **Exhibitor's** Liability section commences during build up and expires at break down of the exhibition.

Parties to this agreement

This policy is between the Insured**,** and the **Insurers .** 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 is limited or may be excluded. Further, each section sets out other terms and conditions relevant to that section.

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 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 the **Insured** pays the premium(s) to the **Insurers** or the intermediary and the **Insurers** or the intermediary accept the premium(s) and other charges within the terms of the Insured's 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 the intermediary within the terms of the Insured's invoice, the **Insurers** may cancel the policy and the Insured 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 the insured expect, the insured should contact:
Complaints Officer
10 Kings Hill Avenue
Kings Hill
West Malling
Kent
ME19 4AR
Tel No: 01732 757616

The insured 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 the insured of our progress.

If the insured's complaint is regarding this policy or the handling of a claim, please contact:
Beazley Furlonge Ltd
22 Bishopsgate
London EC2N 4BQ
Tel No: 020 7667 0623
Fax No: 020 7674 7100
Email: beazley.complaints@beazley.com

In the event that the insured remain dissatisfied with the response to their complaint and wish to take their complaint further, the insured 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, the insured are unhappy with our response and the insured are a private customer or a business with a turnover of less than €2,000,000, the insured 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. The insured 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, 10 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4AR- 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 - 07973 405464, 07971 169847, 07976 942912

Or

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

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 **the insured** have given them**. The insured** must take reasonable care to provide complete and accurate answers to the questions the **Insurers** ask when **the insured** take out and make changes to their policy.

Careless misrepresentation in the context of a claim

If, on presentation of a claim, the **Insurers** obtain evidence which suggests that **the insured** failed to take care to verify the information **the insured** 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 **the insured** carelessness causes the **Insurers** to provide **the insured** with insurance cover which the **Insurers** would not otherwise have offered;
- Treat **the insured's** insurance as if it had been entered into on different terms from those agreed (specifically to reflect the relevant misrepresentation); or

Careless misrepresentation generally

If the **Insurers** obtain evidence unrelated to any outstanding claim which suggests that **the insured** 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 **the insured** notice in writing that **the insured** must pay more for their insurance or reduce the amount the **Insurers** pay on a claim in the proportion of the premium they actually charged with the premium they would have charged **the insured** had **the insured** not acted carelessly;
- Give **the insured** notice in writing that the terms of their insurance have changed; or
- Cancel this contract of insurance by giving **the insured** thirty days' notice in writing and return any premium paid for the balance of the contract term.

If **Insurers** give **the insured** notice that the terms of **the insured's** insurance have changed or that they must pay more for their insurance then **the insured** may give them thirty days' notice in writing that they wish to terminate the contract.
Any return premium due to **the insured** will depend on how long this contract of insurance has been in force and whether **the insured** have made a claim.

If **Insurers** establish that **the insured** 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

Change in circumstance

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

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

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

Insured means the party stated as the insured in the Policy Schedule

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 in connection with this insurance

Territorial Limits means anywhere in the world

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

Section 1 – Exhibitor Expenses

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

The **Insurers** will indemnify the **Participating Exhibitor** for the amount the **Insured** are liable to pay them, up to the Limit of Indemnity stated in the Certificates and/or Schedule, for loss of irrecoverable **Exhibitor Expenses** sustained by the **Participating Exhibitor** 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**, accidental causes, or any cause beyond the control of the Insured and/or Participating Exhibitor and not otherwise excluded herein

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

5 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.

6 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.

7 any contractual dispute or breach by the **Insured**, a **Participating Exhibitor** or any of their **Employees**.

8 alterations or variances of an **Exhibition** without the **Insurers'** prior written approval.

9 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.

10 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 the amount the **Insured** are liable to pay them 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
3. obstruction trespass loss of amenities or nuisance

happening during the **Period of Insurance** and in the course of 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 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
    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 **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 **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
    (b) property belonging to the **Participating Exhibitor**
    (c) 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
        i) Pollutants shall mean any solid, liquid, gaseous, thermal, biological or electrical irritant, contaminant or any non-natural use of land air or water including but not limited to smoke, vapour, dust, soot, fumes, acids, alkalis, chemicals, electro-magnetic radiation and Waste (Waste shall include all material to be recycled, reconditioned or reclaimed)

ii) **Injury** or loss of or damage to or loss of use of property arising out of one event shall be deemed to have occurred at the time such event takes place but this Exclusion will not apply to **Injury** sustained by a **Participating Exhibitor's Employee**

6. for any liability 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

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** 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 **Insured** or **Participating Exhibitor** for a fee
13. for **Injury** or damage to property arising out of the application of any form of treatment or therapy

12. 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.

13. arising out of the ownership, possession or use of any animal.
14. for **Injury** or loss or damage caused by any deliberate or wilful act, or any act of vandalism at or to the **Venue**.
15. for any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
16. for any actual or alleged sexual molestation, physical or mental abuse, assault or battery.
17. for libel, slander, defamation of character, deceit or injurious falsehood, discrimination, harassment or advertising injury
18. for any employment dispute issues, refusal or failure to employ, promote or fairly compensate any person, or from supervision of failure to supervise, coercion, reassignment, discipline, intimidation, creation of a hostile work environment, humiliation of or discrimination against any person
19. for any act, error or omission relating to the provision of employee benefits by the **Insured** or **Participating Exhibitor**
20. for any sums payable as required by Workmen's Compensation Acts, Social Security or Health legislation

Claims Conditions

1 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) as soon as possible for incidents involving personal injury. Any letter received from solicitors in connection with an incident or alleged incident must be forwarded as soon as possible 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 of any incident involving personal injury in case a claim is received. The **insured** must also impose these or equivalent conditions on the **Participating Exhibitor**

(b) at the earliest possible opportunity after any other occurrence(s)

The Insured must report any incident of theft or malicious damage as soon as possible either to the local police authority or to the security personnel on duty at the **Venue.** The **insured** must also impose this or an equivalent condition on the **Participating Exhibitor**

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 **insured** must ensure that the **Participating Exhibitor** 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

(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.** The **insured** must impose this or an equivalent condition within the terms and conditions of their agreement with the **Participating Exhibitor.**

(b) shall take all reasonable precautions to prevent any claim and minimise the loss arising in connection with any claim. The **insured** must impose this or an equivalent condition within the terms and conditions of their agreement with the **Participating Exhibitor.**

(c) 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.

It is a condition of the liability of the Insurers that

(2) the Parties are free to choose the law applicable to this insurance but unless specifically agreed to the contrary this insurance shall be subject to ENGLISH LAW

(3) there has been no misrepresentation misdescription or non-disclosure of any material fact to **Insurers**

(4) this insurance will cease if the insurable interest of the Insured and/or a **Participating Exhibitor** as a beneficiary in this insurance ceases except by will or operation of the law

(5) the **insured** shall not include the premium or any costs incurred in the preparation of a claim in any claim made under this insurance

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

(7) there will be no cancellation by the **Insurers** of the cover provided by this insurance UNLESS there has been non-payment of premium or a breach of policy conditions by the Insured This policy does not give any person any right to enforce any term of it which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999 or any similar or successor legislation.

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

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:
(c) 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
(d) 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:
(e) 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

Sanctions

The **Insured** agree that any cover, the payment of any claim and any benefit provided under this policy will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose the **Insurers** to any sanction, prohibition or restriction under any:

a. United Nations' resolution(s); or
b. trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The suspension will continue until the **Insurers** are no longer exposed to any sanction, prohibition or restriction

Use of language

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

If any text has been translated into another language, the English version prevails in the event of any discrepancy or inconsistency.

Financial Service Compensation Scheme

The **Insurers** are members of the Financial Services Compensation Scheme (FSCS). **The insured** 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 the **insured's** 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.

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 **the insured** to provide the insured with their insurance cover or the insurance cover that benefits **the insured** and to meet their legal obligations.

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

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

The way insurance works means that **the insured's** 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 the insured's 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 the insured provide the **Insurers** or the **insured's** agent or broker with details about other people, **the insured** must provide this notice to them.

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

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