



**M.G. Geraghty | Exhibitions**

**your  
policy**



This Policy is issued by M.G. Geraghty (Insurance Brokers) Limited in partnership with InEvexco Limited

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<b>Insurance is effective with:</b>	CERTAIN UNDERWRITERS AT LLOYD'S, LONDON	
<b>Percentage:</b>	100%	
<b>Lloyd's Security Schedule:</b>	Syndicate 2623:	82%
	Syndicate 623	18%



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**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.**

## 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 **you** paying the insurance participation fee, the **Insurers** will provide the cover shown in the **exhibitions organisers** policy schedule during the **Period of Insurance** and provided to you in the Evidence of Insurance document. The **exhibition organisers** remain the policyholder but are allowing the **participating exhibitors** to take part in their policy. Once the participation fee is paid the Cancellation **exhibitor expenses** cover commences. The **exhibitor property** section cover begins once your property items are en route to the venue and ends once the items are back at your business premises/storage location. The Liability section commences during build up and expires at break down of the exhibition.

## Parties to this agreement

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

## Your Policy

Each insured section sets out the scope of the main cover and the circumstances in which the **Insurers** liability to **you** is limited or may be excluded. Further, each section sets out other terms and conditions relevant to that section.

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 **you** pay the premium(s) and other charges to the **Insurers** or **your** intermediary and the **Insurers** or the intermediary accept the premium(s) and other charges within the terms of **your** invoice. Taxes and other charges apply to this policy in addition to the premium.

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



## Information you must tell the Insurers

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

## Careless misrepresentation in the context of a claim

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

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

## Careless misrepresentation generally

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

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

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

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

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

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



## Change in circumstance

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

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

**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 and **Exhibition** including, but not limited to, advertising, printing, stationery, insurance premiums, charges for space and service, 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 fitting, 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.

**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.

**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 and **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.

**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** 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 his 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 death, 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**
- 4 additional costs and expenses necessarily and reasonably incurred 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**

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

It is a condition precedent to the liability of **Insurers** under paragraph 2 above that the **Participating Exhibitor** shall 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**

If at the commencement of any loss giving rise to a claim under this Section the Limit of Indemnity stated in the Certificates and/or Schedule is less than the actual total of **Exhibitor Expenses** at risk the payment to the **Participating Exhibitor** shall be proportionately reduced.



## Exclusions

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

- 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**
- 4 or in consequence of any Communicable Disease not already specified herein

This insurance also excludes any claim arising from any fear or threat (whether actual or perceived) of such Communicable Disease 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 outbreak of such Communicable Disease.

If the **Insurers** allege that by reason of this Exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon the Insured and/or **Participating Exhibitor**.

- 5 by riot or civil commotion taking place within Hong Kong (Special Administrative Region).

## 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.

If at the commencement of any loss giving rise to a claim under this Section any of the Limits of Indemnity specified in the Certificate and/or Schedule are less than the actual value of the **Exhibitor Property** at risk the payment to the **Participating Exhibitor** shall be proportionately reduced.



## 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 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 parked in a compound secured by locked gates or 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 or 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, drawing, engravings and any goods of a brittle nature 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) or arising from or in connection with any process of cleaning servicing maintenance adjustment or repair
  - j) or directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
  - 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)
- 7) Damage to Exhibition Property caused by or arising from riot or civil commotion taking place within Hong Kong (Special Administrative Region)

### **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** 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 **Participating Exhibitor** will be responsible for the first amount of each and every loss stated under Excess in the Certificates and/or Schedule

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

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 unreasonable 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 mission
  - (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
  - 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 the 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**
    - ii) not itself arising from or contributed to by any discharge dispersal release seepage or escape of **POLLUTANTS** or other contaminants happening prior to the event giving rise to a claim hereunder or from any gradually operating cause

PROVIDED THAT

- (1) the **Insurers** will not be liable for any fines penalties or punitive exemplary or multiple damages or any financial loss
- (2) the liability of the Insurers hereunder for all damages and **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
- (3) 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. 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 **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. for **Injury** or loss of or damage to property caused by or arising out of riot or civil commotion taking place within Hong Kong (Special Administrative Region)

## Claims Conditions

1. It is a condition of the liability of the **Insurers** that 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** and 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 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
  - (b) within seven (7) days of the occurrence for claims involving riot civil commotion labour or political disturbances or malicious persons
  - (c) at the earliest possible opportunity after any other occurrence(s)





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**

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

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
- (i) 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
  - (ii) 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**

## General Conditions

It is a condition precedent to the liability of Insurers that the Insured and each **Participating Exhibitor**

- (1) shall observe and comply with all laws, regulations and requirements, whether National, State or local, of any country necessarily involved in the holding the of an **Exhibition**
- (2) shall have truthfully declared all essential, material information or knowledge concerning an **Exhibition** after having made all reasonable enquires to establish such information or knowledge which could be likely to influence the **Insurers** in determining
  - (a) whether or not to accept the risk
  - (b) the amount of the premium
  - (c) any special Conditions, Exclusions, terms or limitations to be applied to this insurance
- (3) will at all times observe and comply with the Conditions, terms and Endorsements of this insurance
- (4) will, after having made reasonable enquiry, have no knowledge of any undisclosed matter, fact or circumstance which is likely to give rise to a claim under this insurance
- (5) shall
  - (a) take all reasonable precautions to prevent any claim and minimise the loss arising in connection with any claim
  - (b) comply with statutory and other obligations and regulations
  - (c) keep proper records and books of account and/or other records of all moneys actually or due to be expended 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
- (6) as soon as possible advise the **Insurers** of any change of fact which may affect the risk covered by this insurance



- (7) It is hereby agreed that any summons, notice or process to be served upon the **Insurers** for the purpose of instituting any legal proceedings against them in connection with this insurance may be served upon Thomas Haddrill, Lloyd's General Representative, of Suite 529, 4/F Reception, Lee Garden Three, 1 Sunning Road, Causeway Bay, Hong Kong, who has authority to accept service on their behalf

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

- (1) the Parties are free to choose the law applicable to this insurance but unless agreed to the contrary this insurance shall be subject to English law. Any disputes arising under, out of, or in connection with this insurance shall be subject to the jurisdiction of the Courts of Hong Kong (Special Administrative Region)
- (2) there has been no misrepresentation misdescription or non-disclosure of any material fact to **Insurers**
- (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 Insured and/or a **Participating Exhibitor**, at their own expense, shall take all reasonable precautions to prevent or diminish any damage, **Injury** or loss that may give rise to a claim under this insurance

## General Exclusions

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

- (1) or in consequence of any act of or threat of or fear of terrorism (whether actual or perceived) regardless of any other cause or event contributing either concurrently or in any other sequence to the loss  
*For the purpose of this Endorsement an act of terrorism means an unlawful act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.*



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

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

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

- (2) or in consequence of
  - a. ionising radiation 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**

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**.



## **Use of language**

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

## **Financial Service Compensation Scheme**

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

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or by writing to:

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



## Complaints Procedure

At InEvexco Ltd and M.G. Geraghty (Insurance Brokers) Limited we are proud of our reputation for high quality and excellent service. If, on any occasion our service falls below the standard you expect, you should contact one of the following:

Complaints Officer M.G. Geraghty (IB) Limited 1001-03, 10/F, Strand 50 50 Bonham Strand Sheung Wan Hong Kong  Tel No: +85228778006	Complaints Officer InEvexco Limited Suite 184, 80 Churchill Square Business Centre Kings Hill West Malling Kent ME19 4YU United Kingdom  Tel No: +441732 757616
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You will receive an acknowledgement of the matter together with a copy of our complaints process. We will then aim to investigate and provide a resolution as quickly as possible, informing you of our progress.

If your complaint is regarding this policy or the handling of a claim, please contact:

The Complaints Manager  
Beazley Furlonge Ltd  
Planation Place South  
60 Great Tower Street  
London EC3R 5AD  
United Kingdom  
Tel No: +44 (0)20 7667 0623  
Fax No: +44 (0) 20 7674 7100  
Email: [beazley.complaints@beazley.com](mailto:beazley.complaints@beazley.com)

In the event that you remain dissatisfied and wish to make a complaint, it may be possible in certain circumstances for you to refer the matter to the Complaints Team at Lloyd's. Their address is:

Complaints  
Lloyd's  
One Lime Street  
London EC3M 7HA  
United Kingdom  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Telephone: +44 (0)20 7327 5693  
Fax: +44 (0)20 7327 5225  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)



Ultimately, should you remain dissatisfied after Lloyd's final response, you may, if eligible, refer your complaint to the Insurance Complaints Bureau (ICB). The contact details for the Insurance Complaints Bureau are:

The Insurance Complaints Bureau  
29th Floor, Sunshine Plaza  
353 Lockhart Road  
Wanchai, Hong Kong  
E-mail: [icb.enquiry@icb.org.hk](mailto:icb.enquiry@icb.org.hk)  
Telephone: 2520 2728  
Website: [www.icb.org.hk](http://www.icb.org.hk)

### **Claims Notification:**

In the event of a loss being sustained, either actually or potentially, notification should be made immediately to InEvexco Ltd, Suite 184, 80 Churchill Square Business Centre, Kings Hill, West Malling, Kent ME19 4YU United Kingdom – telephone number +441732 757616 or email [exhibitor@inevexco.co.uk](mailto:exhibitor@inevexco.co.uk)

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 - +447973 405464,  
+447971 169847, +447976 942912



## **Endorsements**

### **Exclusion of Rights of Third Parties under Contracts (Right of Third Parties) Ordinance**

Any person or entity who is not a party to this policy shall have no rights under the Contract (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this policy

### **Sanctions**

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

### **Commission Disclosure**

M.G. Geraghty (Insurance Brokers) Limited is remunerated for its services by the receipt of commission paid by Underwriters. Your agreement to proceed with this insurance transaction shall constitute your consent to M.G. Geraghty (Insurance Brokers) Limited receiving such remuneration from the underwriters.

### **Personal Data (Privacy) Ordinance**

The insured shall agree that:

The personal data collected during the application process or administration of this policy may be used by M.G. Geraghty (Insurance Brokers) Limited for the purposes stated in its Data Privacy Policy, which include Underwriting and administering the insurance policy being applied for (including obtaining reinsurance, underwriting renewals, data matching, claim processing, investigation, payment and subrogation)

## 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 adjuster, 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](mailto:DPO@beazley.com) or the agent or broker that arranged this insurance.