Street Party Insurance Policy

This insurance is arranged by Event Insurance Services Ltd and underwritten by UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE, Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Event Insurance Services Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

This **Policy** is evidence of the contract between **Us**, Event Insurance Services Ltd, and **You**, **Our** policyholder.

Important Information About Your Policy

We strongly recommend that You read this Policy and keep it in a safe place.

Your Policy and certificate should be read carefully to ensure that it meets Your requirements. You must take care to provide Us with accurate information which is correct to the best of Your knowledge. Please check all the Policy details carefully, these set out the information You have given Us. If You think there is a mistake or You need to make changes, You should notify Us immediately. Failure to provide correct information or inform Us of any changes could adversely affect Your Policy, including invalidating Your Policy or causing claims to be rejected or not fully paid. It is also Your responsibility to ensure that this Policy satisfies the requirements of the Venue(s) or local council, if applicable.

If, after reading this Policy, this insurance does not meet Your requirements, please return this Policy and Your certificate to Event Insurance Services Ltd within fourteen days of the date of issue, before the Event Date and providing no claim has been made. Your premium will then be refunded in full. No refund of any part of the premium can be made after the expiry of the 14 day cooling off period.

If You have any queries over the cover provided then please call Event Insurance Services, on 01425 470360.

Please also note the following:

Certain Dangerous Activities as described in the Policy are not covered, whether provided by You or other Persons attending the Event.

The insurance also requires that:

- **Any third party who You engage for the Event (eg. food vendors, attractions, entertainers, exhibitors, stallholders etc) have their own Public Liability and Employer's Liability Insurance covering their potential liability arising from their participation in the Event.**
- **You check that the cover held by third parties is valid for the duration of the Event and record particulars of their policies prior to participation.**
- **You maintain the right to recover from such third parties in respect of claims brought against You but for which they may be responsible.**

If, however, You are unable to comply with the above, please contact Event Insurance Services Ltd immediately.

Each section of cover is provided as a separate section and will be shown in the certificate as Insured or not Insured.

CONTENTS

This **Policy** wording comprises of:

General Definitions.

General Conditions.

Claims Conditions.

General Exclusions.

Section 1. Public Liability.

Section 2. Employer's Liability.

Section 3. Event Equipment.

Section 4. Cancellation, Abandonment or Postponement excluding Adverse Weather Conditions.

Section 5. Cancellation, Abandonment or Postponement including Adverse Weather Conditions.

Important Information.

General definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this Policy wording and will appear in bold.

Abandonment
The inability to complete the **Event** once commenced.

Adverse Weather
Weather of such severity that the Health and Safety Officer in attendance at the **Event** (or appropriate emergency authority) certifies that it is dangerous and irresponsible to proceed with the **Event**, having consideration to life and limb of the public attending the **Event**. Photographic evidence and Met Office records must support any claim following **Adverse Weather**.

Bodily Injury
Death, **Bodily Injury**, illness or disease.

Cancellation
The inability to proceed with the **Event** prior to commencement and which cannot be postponed.

Dangerous Activity
Any amusement, display, competition or fund raising activity organised by **You** or on **Your** behalf or for which **You** are responsible, involving:

(a) fireworks or bonfires;

(b) inflatable play equipment;

(c) fairground rides or mechanical or electrical rides of any kind;

(d) ballooning or flying of any description;

(e) quad bikes, go-karts of any type whether gravity propelled, soap boxes or pedal powered, or motorised vehicles of any kind;

(f) trampolines, gymnastic apparatus or any apparatus requiring the use of safety harness or ropes to prevent or arrest falls from height;

(g) circus acts or stunt acts;

(h) it's a knockout competition;

(i) persons riding on animals;

(j) canoeing, sailing or the use of water craft;

(k) shooting ranges for guns or archery;

(l) pyrotechnical devices;

(m) open water swimming;

(n) cycle races on road.

Employee

(a) A person under a contract of service or apprenticeship with **You**.

(b) A person under a contract of service or apprenticeship with some other employer and who is hired or borrowed by **You** whilst under **Your** direct control and supervision.

(c) Labour masters and persons supplied by them whilst under **Your** direct control and supervision.

(d) A self-employed person performing work of a kind ordinarily performed under a contract of service or apprenticeship with **You** whilst under **Your** direct control and supervision.

(e) Work experience trainees.

(f) Authorised volunteers whilst working for **You** in connection with the **Event**.

Event
The **Event** or **Events** held either indoors, outdoors or under **Temporary Structures** as described in the certificate and taking place on the **Event Date(s)**.

Event Date(s)
The date or dates specified in the certificate.

Event Equipment
Any marquee, tent, staging, plant, machinery, generators and ancillary equipment hired, leased or owned by **You** (or by another person on **Your** behalf) solely for the purpose of the **Event** and for which **You** (or such other person) are responsible.

Flooring
Flagstones, wooden floor boards, laminate or tiles. Does not include carpets or rugs.

Forcible Entry
Entry which involves physical destruction and/or damage to a locked and secured location.

Geographical Limits

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

Period of Insurance
The period of the **Event** as shown in the certificate and terminating upon it's completion, but not in any case exceeding the period as shown in the certificate for which **We** have accepted the premium.

Under this **Policy**, Sections 4 & 5 – **Cancellation, Abandonment or Postponement** excluding and including **Adverse Weather Conditions** respectively will be operative from the issue date stated in the certificate or the time of booking the **Event** (whichever is the later date) and terminates on commencement of the **Event**.

For all other sections of the **Policy**, the insurance starts when **Your Event** commences as shown in the certificate for which **We** have accepted the premium as stated in the certificate and terminates on completion of the **Event** as shown in the certificate.

However any **Event** that had already begun when **You** purchased this insurance will not be covered.

Policy
The **Policy** and certificate and any endorsements attached or issued.

Pollution or Contamination
All **Pollution or Contamination** of buildings or other structures or of water or land or the atmosphere and all loss or damage or injury directly or indirectly caused by such **Pollution or Contamination**.

Postponement
The unavoidable deferment of the **Event** to another time.

Temporary Structure
Including, but not limited to: marquees, gazebos, staging, tiered seating, stalls, shell-scheme frameworks, inflatable objects/ buildings, lighting or art installations and sculptures.

General definitions continued

Terrorism

An act or acts including but not limited to the use of force or violence and or threat thereof. And/or the causing or occasioning or threatening of harm of whatsoever nature and by whatever means by any person or group[s] of persons whether acting alone, or on behalf of, or in connection with any organisation[s] or governments[s] committed or claimed to be made in whole or in part for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

Venue
The location or locations at which the **Event** is to be held.

War, Civil War or Political Risk
Means **War**, invasion, acts of foreign enemies, hostilities or warlike operations (whether **War** be declared or not), **Civil War**, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of property by or under the order of any Government or public or local authority, or any action taken in controlling, preventing, suppressing or in any way relating to any of the above.

We, Our, Us, Insurers
UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE.

You, Your, Insured
The person or persons, members club or company named in the certificate as the **Insured**.

General conditions

These conditions apply to this Policy. The Insured must comply with these conditions. Where additional conditions apply to a specific section of this Policy, they are stated under that section.

1. Necessary precautions

It is a condition precedent to the liability of the **Insurer** that the **Insured** must:

(a) take all necessary precautions to prevent or minimise loss, destruction, damage, accident or injury;

(b) maintain the **Venue**, machinery, equipment and furnishings in a good state of repair;

(c) exercise care in the selection and supervision of **Employees**; and

(d) comply with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons.

2. Change of risk or interest

This **Policy** shall cease to be in force if:

(a) the **Insured's** interest in the **Event** ends, other than by death;

(b) the **Event** is to be wound up or carried on by a liquidator or receiver or permanently discontinued; or

(c) any alteration be made either in the **Event** or at the **Venue** or in any property therein or in any other circumstances whereby the risk is increased.

3. Cancellation

a. Your Cancellation rights

(i) If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please return it to **Your** agent within 14 days from the day of purchase or the day on which **You** receive **Your Policy** documentation, whichever is the later. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full. Thereafter **You** may cancel the insurance cover at any time by informing **Your** agent however no refund of premium will be payable.

(ii) The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A **Cancellation** letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

(a) Fraud

(b) Non-payment of premium

(c) Threatening and abusive behaviour

(d) Non-compliance with **Policy** terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

b. Our Cancellation rights

(i) **We** may cancel this **Policy** (or any section of it) at any time and in any **Period of Insurance** by giving a minimum of 14 days' notice to **You** at **Your** last known address.

(ii) If **We** cancel this **Policy** then **You** will be entitled to a proportionate refund of premium, based on the number of days remaining in the **Period of Insurance**, unless a claim has been made (or an incident notified to **Us** that could give rise to a claim) during the **Period of Insurance** when no refund of premium will be made. In relation to **Cancellation** in any of the circumstances outlined above, **You** shall immediately return to **Us** any effective certificate(s) of Employers Liability Insurance. The total amount refunded to the **Insured** will be calculated by **Us** in accordance with the process set out above. The calculation made by **Us** will be final and binding.

4. Choice of law

Unless some other law is agreed in writing, this **Policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **Your** main residence is situated.

5. Contracts (Rights of Third Parties) Act 1999

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

Claims conditions

These conditions apply to this Policy. You must comply with these conditions. Where additional conditions apply to a specific section of this Policy, they are stated under that section.

1. Action by the Insured

It is a condition precedent to the liability of the **Insurers** that **You** shall:

(a) immediately notify **Us** on the happening of any incident which could result in a claim under this **Policy**;

(b) immediately notify **Us** of, and deliver to **Us** at **Your** own expense, a claim with such detailed particulars and proofs as may reasonably be required by **Us** and (if demanded by **Us**) a statutory declaration of the truth of the claim and any matters connected therewith, within:

(i) 7 days of the **Event** giving rise to the claim, in the case of loss, destruction, damage, accident or injury caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons;

(ii) 30 days of the **Event** giving rise to the claim in the case of any other claim, or such further time as **We** may allow; and notwithstanding items b i to ii above, the **Insured** shall immediately forward any claim by a third party or notice of any proceedings or any other correspondence and information received by the **Insured** relating to such claim on receipt;

(c) give immediate notification to the police in respect of:

(i) vandalism;

(ii) theft or any attempted theft; or

(ii) loss of money by any cause whatsoever, in relation to this **Policy**;

(d) make no admission of liability or offer, promise or payment, without **Our** written consent;

(e) inform **Us** immediately of any impending prosecution, inquest or fatal accident enquiry or civil proceedings and send to **Us** immediately every relevant document; and

(f) produce to **Us** such books of account or other business books or documents or such other proofs, as may reasonably be required by **Us** for investigating or verifying the claim.

(g) take all practicable steps to recover property lost and otherwise minimise the claim.

2. The rights of the Insurer

We shall be entitled:

(a) on the happening of any loss, destruction, damage, accident or injury, in respect of which a claim is made under this **Policy**, and without thereby incurring any liability or diminishing any of **Our** rights under this **Policy**, to enter, take or keep possession of the premises where such loss, destruction or damage has occurred and to take possession of, or require to be delivered to **Us** any property **Insured** by this **Policy** and deal with such property for all reasonable purposes and in a reasonable manner;

(b) at **Our** discretion to take over and conduct in the name of the **Insured**, or any other person, the defence or settlement of any claim and to prosecute at **Our** own expense and for **Our** own benefit any claim for indemnity or damages against any other persons in respect of any risk **Insured** by this **Policy**, and the **Insured** shall give all information and assistance required by **Us**;

(c) to any property for the loss of which a claim is paid under this **Policy** and the **Insured** shall execute all such assignments and assurances of such property as may be reasonably required, but the **Insured** shall not be entitled to abandon any property to **Us**; and

(d) in the event of any Occurrence (as defined in section: 1 Public Liability, section 2: Employers' Liability, of this **Policy** respectively) resulting in any claim(s) under sections 1 and/or 2, of this **Policy** respectively, to pay to the **Insured** the amount of the Indemnity Limit (as defined in sections 1, 2, of this **Policy** respectively) for such Occurrence (less any sums already paid as damages in respect of such Occurrence and, in respect of section 2 of this **Policy**, less costs and expenses, incurred before the date of payment) or any lesser amount for which the claim(s) can be settled. After such payment **We** shall have no further responsibility in connection with such claim(s), except in respect of section 1, of this **Policy**, for costs and expenses, incurred before the date of payment.

3. Fraudulent claims

We have the right to avoid **Your Policy**, refuse claims and retain any premium paid in the event of any claim under the **Policy** being submitted which in any respect is deliberately or recklessly exaggerated or fraudulent or if any fraudulent means or devices are used by the **Insured,** the person claiming to be indemnified or anyone acting on their behalf to obtain benefit. **We** may recover from **You** any costs **We** have incurred, including the costs of investigating the claim. In addition, **We** have the right to cancel any other products **You** hold with **Us** and share details of any dishonest behaviour with other organisations to prevent further fraud. **We** may also involve the relevant authorities to bring criminal proceedings.

4. Conditions precedent

Every condition precedent to which this **Policy** or any section or item thereof is, or may be, made subject shall, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this **Policy**. Non-compliance with any such condition precedent shall be a bar to any claim under the relevant section(s) of this **Policy**, where the subject matter of the claim was caused by the non-compliance or to the extent that it was increased by the non-compliance.

Claims conditions continued

OTHER POLICY CONDITIONS

5. Subrogation

We shall be subrogated to the rights of recovery of the **Insured** against any third party. Accordingly, it is a condition precedent to **Our** liability that any claimant under this **Policy** shall, at **Our** request and expense, take and permit to be taken all necessary steps for **Us** to enforce any rights against any other party in the name of the **Insured** before or after any payment is made by **Us**.

6. Other insurances

Unless otherwise stated in this **Policy**:

(a) if at the time of any occurrence, incident, loss, destruction, damage, accident or injury which gives rise to a claim, there is any other insurance effected by or on behalf of the **Insured** applicable to such occurrence, incident, loss, destruction or damage, the liability of the **Insurer** shall be limited to its rateable proportion thereof; and

7. Arbitration

If any differences arise as to the amount to be paid under this **Policy** (liability being otherwise admitted) such difference will be referred to an arbitrator in England who will decide the matter in dispute according to English law and will be appointed by the parties in accordance with the relevant English statutory provisions for the time being in force. Where any such difference is to be referred to arbitration under this Condition, the making of an award will be a condition precedent to any right of action against **Us**.

General exclusions

Applicable to all sections of this Policy

This Policy does not cover the following:

1. Radioactive Contamination

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, this **Policy** excludes any loss, liability, cost or expense, or any other amount incurred by or accruing to the **Insured**, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:

(a) irradiation or contamination by nuclear material; or

(b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or

(c) any device or weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

2. War and Civil War

Notwithstanding anything to the contrary contained herein this **Policy** does not cover loss or damage directly or indirectly occasioned by, happening through 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.

3. Terrorism

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, it is agreed that this **Policy** excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any act of **Terrorism**, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of **Terrorism** includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

(a) involves violence against one or more persons; or

(b) involves damage to property; or

(c) endangers life other than that of the person committing the action; or

(d) creates a risk to health or safety of the public or a section of the public; or

(e) is designed to interfere with or to disrupt an electronic system.

This **Policy** also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of **Terrorism**.

Notwithstanding the above and subject otherwise to the terms, conditions, and limitations, this **Policy** will pay actual loss or damage (but not related cost or expense) caused by any act of **Terrorism** provided such act is not directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, radioactive, or nuclear pollution or contamination or explosion.

4. Deliberate Act

Loss or damage caused intentionally by **You**, or anyone working on **Your** behalf.

5. Reproduction Values

We shall not provide cover for the historical, artistic or sentimental value of items such as, but not limited to, artwork, photographs and antiques.
*Help Text: **We** will provide cover for their reproduction costs only.*

6. Existing Damage

Loss or damage occurring prior to the commencement of **Your** insurance cover.

7. Sonic Pressure

Loss or damage from pressure waves caused by aircraft, or other flying devices travelling at sonic or supersonic speeds.

8. Consequential Loss

Consequential Loss as a result of any claim under this **Policy**. For example, the cost of mobile phone calls following the theft of a phone.

9. Wear and Tear

Loss or damage as a result of wear and tear, rusting or corrosion, wet or dry rot or fungus or any gradually operating cause.

10. Domestic Pets

Loss or damage caused by domestic pets, insects or vermin.

11. Electronic Data

Any consequence, however caused, including but not limited to a computer virus resulting in electronic data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this **Policy**, electronic data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this **Policy**, computer virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Cover

Section 1
Public Liability

The certificate will state whether this section is Insured or not Insured

WHAT IS COVERED

We will pay damages and claimants costs and expenses for which **You** are liable at law, up to the amount stated against section 1 in the certificate as the Limit of Indemnity, as a result of any one claim or series of claims arising out of one incident (but in the aggregate in any one **Period of Insurance** for claims arising from food or drink and **Pollution or Contamination**), plus defence costs and expenses incurred with **Our** written consent, in respect of:

(a) accidental **Bodily Injury** to any person other than an **Employee**;

(b) accidental loss of or damage to material property not belonging to **You**;

(c) accidental obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement or false imprisonment;

happening during the **Period of Insurance** within the **Geographical Limits** in connection with the **Event**.

WHAT IS NOT COVERED

The following exclusions apply in addition to the General Exclusions Applicable to All Sections.

1. This section does not cover legal liability arising from:

(a) the sale or supply (including repair, packaging or labelling, erection, alteration, treatment, installation, processing, manufacture, testing, servicing, hiring out, storing or transportation) of goods other than food and drink supplied by **You** for consumption at the **Event**;

(b) loss of or damage to property held in trust by **You** or under **Your** custody or control (but this exclusion shall not apply to the personal effects of any **Employee**);

(c) the ownership, possession or use by **You** or on **Your** behalf of any motor vehicle, trailer or mobile machine or plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation;

(d) professional or other advice, design, specification or treatment or the failure to provide such advice, design, specification or treatment or professional negligence or malpractice of any kind other than first aid facilities at the **Event**;

(e) liability in respect of **Pollution or Contamination** other than caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**. All **Pollution or Contamination**, which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

2. Unless otherwise agreed by **Us** and acknowledged by specific endorsement to this **Policy**, this section does not cover legal liability arising from:

(a) **Bodily Injury** to any person or loss of or damage to property caused by or arising from a **Dangerous Activity**;

(b) injury to participants as a result of any sport, game or activity, unless proven to have been caused by **Your** negligence;

(c) any liability assumed by **You** by agreement
*Help Text: This relates to liability and costs assumed via contract which are deemed unfair, unexpected or which are not **Your** responsibility*;

(d) any wilful or malicious act or any act of vandalism resulting in damage at or to the **Venue**;

(e) any liability arising from the affects of any alcoholic or illegal substance including prescribed drugs;

(f) damage to **Flooring** or the ground at the **Venue**;

(g) damage to underground services;

(h) loss or damage caused by the defective erection, use or dismantlement by **You** or on **Your** behalf of any staging, marquees or **Temporary Structures**;

(i) the public handling of animals.

3. This section does not cover the first amount of each and every claim, stated in the certificate as the Excess.

EXTENSIONS

The Public Liability Cover shall automatically include the under noted Extensions in so far as they may apply to **You**, but this will not increase the amount **We** will pay in respect of damages and claimants costs beyond the Limit of Indemnity stated in the certificate irrespective of whether any claim is made against **You** and/or other parties.

1. **We** will provide insurance in respect of **Your** legal liability for loss of or damage to the buildings or contents at the **Venue** hired for the purpose of conducting the **Event**, but not if the terms of any hire agreement make **You** responsible for or require **You** to **Insure** against such loss or damage at the **Venue**, unless **You** would have been liable without such agreement.

2. If **You** enter into any contract or agreement with a Principal responsible for the **Venue** or the organisation of the **Event**, **We** will, if the contract or agreement so requires, and at **Your** request, provide insurance in the terms of this **Policy** in respect of claims brought against such Principal, caused by **Your** negligence and arising in connection with the **Event**, provided that the Principal shall observe, fulfil and be subject to the terms provisions and conditions of the section insofar as they apply.

3. If **You** are a members club, committee or association, then in the event of one of **Your** members making a claim against another member of **Your** club, committee or association (both members having provided evidence issued by **You** validating them as active and/or having paid the requisite fee and holding a valid membership card issued by **You**), the cover under this section will apply as if a separate **Policy** had been issued to each member.

Cover continued

CONDITIONS APPLICABLE TO THIS SECTION

Where **We** use the term "condition precedent" it has a special meaning. If **You** do not comply with the condition precedent **You** will not be covered and **We** will not make any payment in respect of a claim.

The following conditions are both conditions precedent to **Our** liability under this section of the **Policy** unless otherwise agreed by **Us** and acknowledged by specific endorsement to this **Policy**.

1. **You** must require any independent stallholder, exhibitor, contractor or supplier whom **You** engage at or for the **Event**, or otherwise permit or allow to stand, exhibit or supply services to the **Event**, to hold third party liability insurance in their own right for the duration of the **Event**. **You** must obtain evidence of the relevant **Policy** and record the name of the **Insurer**, the **Policy** number and limit of Indemnity prior to their participation at the **Event**.
2. **You** must not waive or in any way impair **Your** right of recovery from any other party in connection with any claim or part of a claim and **You** must make available to **Us** if required, a copy of any contract or agreement into which **You** enter with any party, in connection with the **Event**.

Section 2
Employer's Liability

The certificate will state whether this section is Insured or not Insured

WHAT IS COVERED

We will pay damages and claimants costs and expenses for which **You** are liable at law and also defence costs and expenses incurred with **Our** written consent, up to the Limit of Indemnity stated against section 2 in the certificate, as a result of any one claim or series of claims arising out of one incident, in respect of accidental **Bodily Injury** to any **Employee** happening during the **Period of Insurance** within the **Geographical Limits** in connection with the **Event.**

The indemnity provided is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain, Northern Ireland, The Channel Islands and the Isle of Man.

You shall however repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay under the terms of this section but for the provisions of such law.

WHAT IS NOT COVERED

The following exclusions apply in addition to the General Exclusions Applicable to All Sections.

This section does not cover legal liability:

1. Required to be **Insured** under the Compulsory Motor Insurance provisions of any Road Traffic Act legislation.

Section 3
Event Equipment

The certificate will state whether this section is Insured or not Insured

WHAT IS COVERED

Accidental loss of or physical damage to **Event Equipment** occurring during the **Period of Insurance** whilst:

(a) at the **Venue**; or

(b) in transit to or from the **Venue** within the **Geographical Limits**.

WHAT IS NOT COVERED

The following exclusions apply in addition to the General Exclusions Applicable to All Sections.

This section does not cover:

(a) theft or attempted theft at any **Venue** unless involving **Forcible Entry** or violent entry to or exit from a building or secured site;

(b) theft of **Event Equipment** whilst in transit and contained in a vehicle used by or on **Your** behalf unless either

i) **You** or the person in charge of the vehicle is guarding it in such a way as to have a prospect of preventing loss or damage or;

ii) such vehicle is contained in a locked building or secured site;

(c) damage caused by inherent defects or atmospheric or climatic conditions;

(d) damage caused by electrical or mechanical breakdown;

(e) damage caused by cleaning, dyeing, repair or restoration.

(f) **Event Equipment** being confiscated or detained by any government, public or police authority;

(g) mobile telephones, jewellery (other than costume jewellery), items of clothing (other than costumes), whether owned, borrowed or hired;

(h) any wilful or malicious act, or any act of vandalism;

(i) bouncy castles and other inflatable play equipment;

Cover continued

(j) inventory or stocktaking shortages or unexplained disappearance or discrepancy;

(k) cash or money in excess of £2,500;

(l) loss or damage caused by the defective erection, use or dismantlement by **You** or on **Your** behalf of any staging, marquees or **Temporary Structures**;

(m) the first amount of each and every claim, stated in the certificate as the Excess;

(n) items of napery, porcelain, glassware and of a brittle nature.

SETTLING CLAIMS

Following **Insured** damage, **We** will indemnify **You** by payment, repair or replacement at **Our** choice. Payment will be based upon the value of the **Event Equipment** at the time of loss or damage.

The maximum **We** will pay for any one item is the single item limit as stated in the certificate.

The most **We** will pay for any claim is the Limit of Indemnity stated against section 3 in the certificate.

AVERAGE

If the **Event Equipment Insured** at the commencement of any loss, destruction or damage to the **Event Equipment** is collectively of greater value than the Limit of Indemnity stated against section 3 in the certificate, **You** will be considered as being **Your** own **Insurer** for the difference and shall bear a rateable proportion of the loss.

*Help Text: The property **You** are responsible for is worth £20,000. **You** choose to insure it for £10,000. **You** suffer a loss of £5,000. **Your Policy** will be 'subject to average', meaning the maximum amount that **You** may recover will be £2,500 less any excess.*

We will not reduce the sum **Insured** after **We** pay a claim.

Section 4
Cancellation, Abandonment or Postponement excluding Adverse Weather Conditions

The certificate will state whether this section is Insured or not Insured

Cover under this section starts from the issue date shown in **Your** certificate or the date the **Event** is booked; whichever is the latter.

WHAT IS COVERED

Part 1 – Cancellation, Abandonment or Postponement

We will reimburse irrecoverable expenses incurred by **You** (less any income **You** have received from any source in connection with the **Event**), up to the amount shown in the certificate.

The **Cancellation** or curtailment of the **Event** must be due to any cause which is unforeseen, unavoidable and beyond **Your** control, unless excluded under this section; whereby the **Event** cannot go ahead at any time in the future.

Alternatively **We** will pay all necessary additional expenses incurred by **You** to avoid or reduce a loss under this section provided such expenses do not exceed the amount of loss thereby avoided or reduced.

Part 2 – Rearrangement

If circumstances arise that threaten **Postponement** or **Cancellation** of the **Event, We** will pay the additional costs incurred to enable the **Event** to take place on the **Event Date**.

We will not pay more than the sum Insured shown under section 4 of the certificate in respect of claims arising under both Part 1 and Part 2 of section 4.

WHAT IS NOT COVERED

The following exclusions apply in addition to the General Exclusions Applicable to All Sections.

This section does not cover:

(a) circumstances likely to cause **Cancellation, Abandonment** or **Postponement** of the **Event**, which were known to **You** prior to and/or at the commencement of this insurance;

(b) claims arising directly or indirectly from inclement or **Adverse Weather**;

(c) **Your** failure to make all necessary arrangements for the successful fulfilment of the **Event** in a timely manner;

(d) the withdrawal, insufficiency or lack of finance however caused;

(e) lack of or inadequate receipts, sales or profits, or the financial failure of any fund raising venture on which the **Event** is reliant;

(f) lack of or inadequate attendance, or insufficient interest, response or support prior to the **Event**;

(g) industrial action or labour disputes, existing or threatened prior to the commencement of this insurance, whether known to **You** or not, unless the opening date of the **Event** is more than 90 days after the commencement of this insurance;

(h) the non-appearance of delegates, visitors, exhibitors, guests or key speakers because of state affairs or government matters;

(i) court mourning, death of a member of the royal family or head of state;

(j) circumstances arising through or as a result of orders or restrictions imposed by the local authorities, the police, fire or ambulance service;

(k) **Cancellation, Abandonment** or **Postponement** of an **Event** following the death, injury or illness of any party over the age of 75 years unless otherwise agreed by **Us** and acknowledged by a specific endorsement to this **Policy**;

(l) the failure of any supplier where booking arrangements are not confirmed in writing;

(m) any contractual breach by **You**;

Cover continued

(n) **Cancellation, Abandonment** or **Postponement** directly or indirectly arising from any communicable disease which leads to

i) the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency;

ii) any travel advisory or warning being issued by a national or international body or agency;

and in respect of i) or ii) above any fear or threat thereof (whether actual or perceived);

(o) **Cancellation, Abandonment** or **Postponement** directly or indirectly caused by, resulting from or in any connection with any action taken in controlling, preventing, suppressing or in any way relating to:

i) influenza A (HN51) (also known as "avian flu" or "bird flu");

ii) any strain, virus, complex or syndrome that is related to influenza A (HN51);

and in respect of i) and ii) above any fear or threat thereof (whether actual or perceived);

(p) **Cancellation** due to failed or delayed transport arrangements outside of the United Kingdom;

(q) **Cancellation, Abandonment** or **Postponement** of an **Event** as a result of the non-appearance of any one key speaker, performer, or other key person who would perform an essential function needed for the successful fulfillment of the **Event**. Unless agreed by **Us** in writing.

AVERAGE

If the total sum of the **Event's** expenses at the time of loss under Sections 4 or 5; **Cancellation, Abandonment** or **Postponement** excluding/including **Adverse Weather** conditions is a greater sum than the Limit of Indemnity stated against Section 4 or 5 in the certificate, **You** will be considered as being **Your** own Insurer for the difference and a rateable proportion of the loss will be deducted from any settlement figure. Unless, **We** agree to cover a fixed number of specific expenses, confirmed and agreed by **Us** in writing.

*Help Text: If **You** insure **Your Event** for £5,000 worth of **Cancellation** cover, however the **Event** is actually costing £10,000 and **Your** maximum claim settlement would be £2,500 because **You** under-insured by 50%. Alternatively, if **You** insure **Your Event** for £5,000 worth of **Cancellation** cover and the **Event** is actually costing £10,000; but **You** advise **Us** that **You** only wish to insure the costs of the **Venue** hire at £5,000 **You** would be insured for the full £5,000 agreed at point of sale, regardless of the total cost of the **Event**.*

Section 5
Cancellation, Abandonment or Postponement including Adverse Weather Conditions

The certificate will state whether this section is Insured or not Insured

Cover under this section starts from the issue date shown in **Your** certificate or the date the **Event** is booked; whichever is the latter.

WHAT IS COVERED

Part 1 – Cancellation, Abandonment or Postponement

We will reimburse irrecoverable expenses incurred by **You** (less any income **You** have received from any source in connection with the **Event**), up to the amount shown in the certificate.

The **Cancellation** or curtailment of the **Event** must be due to any cause which is unforeseen, unavoidable and beyond **Your** control, unless excluded under this section; whereby the **Event** cannot go ahead at any time in the future.

Alternatively **We** will pay all necessary additional expenses incurred by **You** to avoid or reduce a loss under this section provided such expenses do not exceed the amount of loss thereby avoided or reduced.

Part 2 – Rearrangement

If circumstances arise that threaten **Postponement** or **Cancellation** of the **Event, We** will pay the additional costs incurred to enable the **Event** to take place on the **Event Date**.

We will not pay more than the sum Insured shown under section 5 of the certificate in respect of claims arising under both Part 1 and Part 2 of section 5.

WHAT IS NOT COVERED

The following exclusions apply in addition to the General Exclusions Applicable to All Sections.

This section does not cover:

(a) circumstances likely to cause **Cancellation, Abandonment** or **Postponement** of the **Event**, which were known to **You** prior to and/or at the commencement of this insurance;

(b) **Your** failure to make all necessary arrangements for the successful fulfilment of the **Event** in a timely manner;

(c) the withdrawal, insufficiency or lack of finance however caused;

(d) lack of or inadequate receipts, sales or profits, or the financial failure of any fund raising venture on which the **Event** is reliant;

(e) lack of or inadequate attendance, or insufficient interest, response or support prior to the **Event**;

(f) industrial action or labour disputes, existing or threatened prior to the commencement of this insurance, whether known to **You** or not, unless the opening date of the **Event** is more than 90 days after the commencement of this insurance;

Cover continued

(g) the non-appearance of delegates, visitors, exhibitors, guests or key speakers because of state affairs or government matters;

(h) court mourning, death of a member of the royal family or head of state;

(i) circumstances arising through or as a result of orders or restrictions imposed by the local authorities, the police, fire or ambulance service;

(j) **Cancellation, Abandonment** or **Postponement** of an **Event** following the death, injury or illness of any party over the age of 75 years unless otherwise agreed by **Us** and acknowledged by a specific endorsement to this **Policy**;

(k) the failure of any supplier where booking arrangements are not confirmed in writing;

(l) any contractual breach by **You**;

(m) **Cancellation, Abandonment** or **Postponement** directly or indirectly arising from any communicable disease which leads to

i) the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency;

ii) any travel advisory or warning being issued by a national or international body or agency;

and in respect of i) or ii) above any fear or threat thereof (whether actual or perceived);

(n) **Cancellation, Abandonment** or **Postponement** directly or indirectly caused by, resulting from or in any connection with any action taken in controlling, preventing, suppressing or in any way relating to:

i) influenza A (HN51) (also known as “avian flu” or “bird flu”);

ii) any strain, virus, complex or syndrome that is related to influenza A (HN51);

and in respect of i) and ii) above any fear or threat thereof (whether actual or perceived);

(o) claims arising through **Adverse Weather** conditions where the **Policy** was purchased within 14 days of the **Event Date**;

(p) **Cancellation** due to failed or delayed transport arrangements outside of the United Kingdom;

(q) **Cancellation, Abandonment** or **Postponement** of an **Event** as a result of the non-appearance of any one key speaker, performer, or other key person who would perform an essential function needed for the successful fulfillment of the **Event**.

AVERAGE

If the total sum of the **Event’s** expenses at the time of loss under Sections 4 or 5; **Cancellation, Abandonment** or **Postponement** excluding/including **Adverse Weather** conditions is a greater sum than the Limit of Indemnity stated against Section 4 or 5 in the certificate, **You** will be considered as being **Your** own Insurer for the difference and a rateable proportion of the loss will be deducted from any settlement figure. Unless, **We** agree to cover a fixed number of specific expenses, confirmed and agreed by **Us** in writing.

*Help Text: If **You** insure **Your Event** for £5,000 worth of **Cancellation** cover, however the **Event** is actually costing £10,000 and **Your** maximum claim settlement would be £2,500 because **You** under-insured by 50%. Alternatively, if **You** insure **Your Event** for £5,000 worth of **Cancellation** cover and the **Event** is actually costing £10,000; but **You** advise **Us** that **You** only wish to insure the costs of the **Venue** hire at £5,000 **You** would be insured for the full £5,000 agreed at point of sale, regardless of the total cost of the **Event***

Important information

The Insured's right to cancel

If this cover does not meet **Your** requirements, please return all **Your** documents and any certificate to the broker, intermediary or agent who arranged the **Policy** before the **Event Date** and within 14 days of receipt.

We will return any premium paid unless a claim has been made.

Instalments – Consumer Credit Agreement

UK General Insurance Ltd does not offer an instalment facility under this **Policy**.

How to make a claim

Any incident or loss, which gives rise, or may give rise, to a claim under **Your** Event Insurance should be notified as soon as possible to:

Event Insurance Services Ltd Claims Services
FREEPOST
Ringwood
Hants
BH24 1AJ

Tel: 01425 470360 (9.00am – 5.00pm Monday – Friday)

If **You** have to make a claim **You** must notify **Us** as above as soon as practically possible after the incident giving rise to the claim, and in any event no later than 31 days after the **Event Date**. Please refer to each section of cover for requirements specific to that section. **We** will reserve the right to decline liability for any claim notified after this date.

Your claim will be handled promptly and by experienced claim handling staff. Event Insurance Services Ltd operates an in house claims service, committed to meeting **Your** expectations if a claim has to be made and ensures the highest standards are maintained.

CLAIMS AND UNDERWRITING EXCHANGE REGISTER AND DATA PROTECTION NOTICE

We may use **Your** personal information to prevent crime. In order to prevent crime **We** may:

share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. **We** may pass **Your** personal information to the operators of these registers, including but not limited to information relating to **Your** insurance **Policy** and any incident (such as an accident, theft or loss) to the operators of these registers.

DATA PROTECTION ACT 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

HOW TO COMPLAIN

Making Your Complaint

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below:

Complaints regarding:

SALE OF THE POLICY OR CLAIMS (EXCEPT LIABILITY CLAIMS)

Please contact **Your** agent who arranged the Insurance on **Your** behalf.

If **Your** complaint about the sale of **Your Policy** cannot be resolved by the end of the next working day, **Your** agent will pass it to:

Event Insurance Services Ltd
Claims Services
FREEPOST
Ringwood Hants
BH24 1AJ

Tel: 01425 470360 (9.00am – 5.00pm Monday – Friday)

LIABILITY CLAIMS

Direct Group Ltd
Customer Relations
Quay Point
Lakeside Boulevard
Doncaster
DN4 5PL

Tel: 0344 854 2072
Email: customer.relations@ryandirectgroup.co.uk

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited and quote scheme reference 05978A.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are **Insured** in a business capacity and have an annual turnover of less than £2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk/

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

Details about Our Regulator

This insurance is arranged by Event Insurance Services Ltd & underwritten by UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE, Registered in England No. SE000083. Registered Office: Plantation Place 30 Fenchurch Street, London, EC3M 3AJ.

Event Insurance Services Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

Whoever You are contacting, please always quote Your Policy number as it will help Your enquiry or complaint to be dealt with promptly.

COMPENSATION SCHEME

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

event insurance
exceeding expectations

Event Insurance Services Ltd
Event House
20A Headlands Business Park
Ringwood
Hampshire
BH24 3PB

T 01425 470360
F 01425 474905
E info@events-insurance.co.uk
www.events-insurance.co.uk

Version 30/06/16