Festivals Insurance Policy Wording



EVENT INSURANCE SERVICES LTD

Who are Event Insurance Services Ltd

Event Insurance Services Limited is a specialised intermediary operating within the private and corporate sectors. Our policies provide affordable, reliable insurance, tailored to fit the scale and style of the occasion.

This is our Festivals Insurance Policy, a comprehensive event insurance policy for one-off or 'one-date' event organisers.

This document contains the terms and conditions of the policy. We don't use any small print. All our T's & C's are all the same size. We aim to provide examples and help texts for key pieces of information.

Here to Help! – any content within the wording, highlighted in this fashion does not form part of the contract. These notes are here to help you and provide additional information, to make certain sections or phrases easier to understand.

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This Insurance…

This insurance is arranged by Event Insurance Services Ltd & underwritten by UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **our** details on the Financial Services Register https://register.fca.org.uk/.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at https://www.fsc.gi/.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at https://register.fca.org.uk.

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

Event Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority.

Please take time to read your policy documents in full to make sure **You** understand the cover provided.

In return for the payment of **Your** premium **We** will provide the insurance cover detailed in **Your Policy Certificate** and this **Policy** document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the **Period of Insurance**.

Your Policy is valid for **the Period of Insur**ance as shown on **Your Policy Certificate**.

Please refer to the **Policy** documents provided to **You** when the **Policy** was purchased or amended, for details of the type and level of cover **Your Policy** provides**.**

Some Important Telephone numbers for you:

For Sales & Renewals: 01425 470 360

For Customer Services & Queries: 01425 470 360

To make or discuss a Claim: 01425 208 983

To make or discuss a Complaint: 01425 470 360

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HOW TO USE THIS WORDING

Policy terms and conditions can be confusing. **We** have endeavoured to make it easier by explaining how to use this booklet and where you can find the information you need.

"Knowing what you are and aren't covered for is essential to any insurance policy or quotation"

Dan Rose Cert CII, Event Insurance Service, Company Director

Your Documents

This document should be read in conjunction with two others which you have received with your policy or quotation. These documents form the basis of the contract of the policy. These documents are:

- Your **Policy Certificate** or **Your** Quotation,
- Your **Statement of Fact**

Your **Policy Certificate** or Your Quote will provide you with important information; it will tell you who we are covering and which of our protections you have taken out, and how much you are covered up to in the event of a claim.

When looking at the policy terms and conditions it is important that you check the quote or certificate, so you know which sections you need to read and refer to

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For example: If you have only taken out Public Liability, you only need to refer to Section 1 – Public Liability, and not the other Sections of cover…

Your **Statement of Fact** is your copy of the information you have declared to us. It is this information which we have based our decision to provide you with the insurance or a quotation. It is vital that you make sure the information contained within this document is correct.

Important Words

In insurance, words or phrases can have special, specific meanings. If something has a special meaning, it is usually because it differs from that of a standard dictionary definition.

These words we highlight in **bold** and have their meanings explained in a glossary, or in some form of help text. The list of special words which we have put together can be found on page 7. Important definitions can affect your policy.

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Dangerous Activities – Within our policies, there are certain activities which we have decided are 'dangerous' and not covered under our policy. In our section on Definitions we list out these activities to avoid any confusion, so you know what activities we do and don't cover.

Where to find what you're covered for…

When looking at your documents it is important to make sure you know which sections of the wording you need to read.

We have split out our cover into 'Sections'. You could take out a single section of cover, for example, Public Liability, or you could take out Public Liability, Employers Liability, Equipment cover, and **Cancellation** cover all together.

Each of these sections have their own set of exclusions; which are not covered. This can be an activity at an event like a Bouncy Castle, or a cause of a claim for example damage from Vandalism.

Also included within each section, are any extensions which we may be offering, such as Indemnity to Principal which you may have been asked to make sure is included by your venue or local authority.

In addition to each Sections' individual exclusions, there are certain things which we don't cover that apply to the whole policy such as War. If something is damaged, a person injured, or an event is cancelled because of War it is not something we cover. These are known as General Exclusions

Our policy document lays out our *General Exclusions* in their own 'chapter' before you get down to the ins and outs of each individual section.

What to do if you need to claim

If you experience an incident at your event causing you to have to claim under a liability or property section, or your event is jeopardised and needs to be cancelled you need to know what to do to make a claim.

Our claims chapter outlines what you need to do, what information you need to provide us and what our responsibilities are. Common things to be aware of are:

- *Time frames* - how long you must report a claim to us.
- *Salvage* - Our right to see or take ownership items involved in a claim.
- *Evidence* – All claims require a degree of evidence to ensure that the claim is honest and covered under the terms of the policy.

It is always worth reading this so you are prepared should you need to use the policy.

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The last thing to be aware of is that **we** do need to be notified of any incident which takes place and could give rise to a claim in the future. As an example, someone can try to claim against public liability for a **Bodily Injury** for up to three years after the **event.** Not telling us about incidents or problems could affect your position should a claim eventually be made.

Conditions of cover

In the same way there are conditions when it comes to making a claim i.e. what you need to do in the event of a claim; there are also conditions which apply to the purchase of the policy and what you should do leading up to the event.

These are things like:

- What to do if you need to cancel the insurance.
- Informing us of any changes to the event.
- Explain what basic precautions you need to take when managing the events
    - Making sure you prepare and tidy up the venue,
    - Supervise and train your Volunteers, Helpers and Employees,
    - Comply with any manufactures guidelines and instructions of equipment,
    - Run the event in line with all 'regulatory' requirements such as health and safety procedures.

By taking out the policy, you are agreeing to these conditions, so do make sure you read and understand them. If there are ever any elements of these conditions (known as General Conditions) or the Claim Conditions which you don't understand, do let us know and we can explain them to you.

Regulatory Information

As an authorised and regulated company, we must provide you with details about our regulation, who we are, our contact details and what to do if you are not happy with the coverage in the event of a claim. This information is detailed at the end of the policy document.



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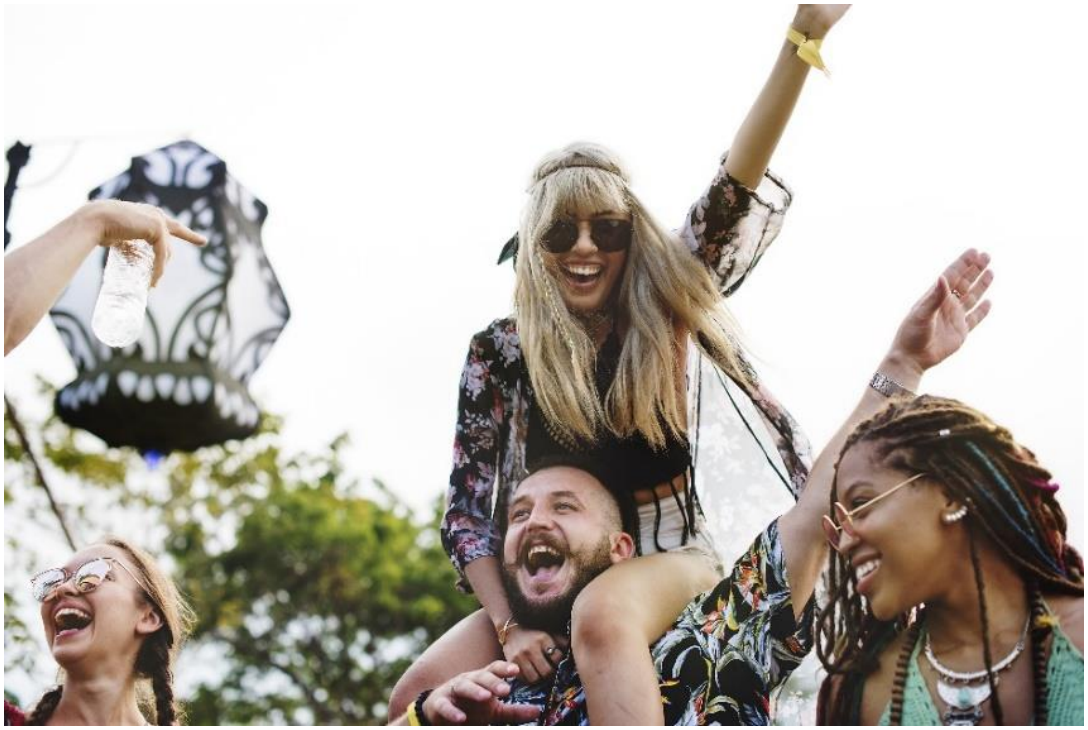
What you should do next…

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.



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IMPORTANT DEFINITIONS

Words or phrases used within this document which have a special meaning.

From this point on in the wording, if a word is highlighted in bold, it will have a meaning which can be found here.

If we have not given a word any special meaning, then you should refer to the Oxford English Dictionary for its meaning as that is what would be referred to if necessary, in the event of any claim.

Abandonment

The inability to complete the event once it has started.

Accidental Loss

Property which **you** have been permanently deprived of its use, as a result of an known accidental incident.

An example of Accidental Loss would be dropping an item of property down a drain where you cannot recover it. Not if an item is lost or misplaced where you are unable to find it.

Adverse Weather Conditions

Weather conditions which:

A) Pose a threat to the life or limb of the public attending the **Event** as agreed by the event's Health and Safety Official (or an appropriate emergency authority).
B) Cause the venue to become inaccessible or unusable.
C) Pose a threat to the life or limb of the participants due to take part of the event.

Evidence will be needed to support any claim, including Photographic evidence, Met Office records and the Health and Safety official's statement.

Aggregate

Where multiple persons effected by an incident, are treated as a single claim and any settlement is distributed between them.

Bodily Injury

Death, illness, disease, or physical damage to a person's body.

Cancellation

The inability to proceed with the **Event** prior to its commencement where it cannot be postponed.

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Close Relative

Your:

A. Husband, Wife, partner, fiancé, civil or domestic partner,
B. Parent(s) Grandparent(s), including in-laws and legal guardians,
C. Children, Step, Adoptive and/or Foster Children, and Grandchild/Grandchildren,
D. Sibling(s), including in-laws, foster, adoptive and step brother(s) and sister(s).

Dangerous Activity

Any amusement, display, competition, or activity which **You** are organising and managing (or which is being organised or managed on **Your** behalf) that features in the following list:

A. Fireworks or Bonfires,
B. Inflatable play equipment or structures,
C. Fairground, mechanical or electrical rides of any kind,
D. Ballooning or flying of any description,
E. Go-karts of any kind; whether fuel, gravity or pedal powered,
F. Motorised vehicles of any kind,
G. Trampolines, gymnastic apparatus, or any activity requiring the use of a safety harness or ropes to prevent or stop a fall from height,
H. Circus and/or stunt acts,
I. It's A Knock Out & Total Wipeout competitions,
J. Canoeing, sailing or the use of water craft,
K. The shooting of guns or archery,
L. Pyrotechnic devices and special effects,
M. Open water swimming,
N. On-road cycle races,
O. Persons riding on animals

Employee

Any person working for you (whether they are paid or un-paid), who is under **Your** direct control and supervision carrying out a task on **Your** behalf whist at the **Event**. This does *not* include employees of professional **third party(ies)** contracted for the **event**.

Event

The planned public occasion or social gathering which **you** are either organising or attending which is described and outlined within the **Statement of Fact,** taking place on the **Event Date(s).**

Event Date(s)

The dates specified within the **Statement of Fact** as the date(s), the **Event** is open to the public.

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Event Equipment

Any Marquee, staging, portable toilets, plant, machinery, generators, chairs, tables or other ancillary or requested equipment agreed by us in writing. The equipment must be hired, leased, or owned by the **Insured** with evidence that **You** are legally responsible for the items. The items must be used solely for the purposes of the **Event**.

Expenses

The total of all costs and charges which would have been incurred by **You** in organising, running, and providing services solely for the **Event**, had a loss not occurred. Advertising costs can be included, if the benefit of advertising activity can be proven to be solely in respect of the **Event.**

Forcible Entry

Entry which involves physical destruction and/or damage to a locked and **Secure Location**.

Geographical Limits

England, Scotland, Wales, Isle of Man and Northern Ireland.

Income

All monies received or generated by the **event**, from any source, including but not limited to, ticket sales, sponsorship, food & drink sales.

Period of Insurance

For Sections 4 & 5 – The **Cancellation, Abandonment** or **Postponement** sections, cover will start from the date **You** purchase and receive **Your Policy Certificate**, **Statement of Fact,** and Policy Wording and lasts up until the termination of the **Event**.

For all other Sections of cover, the **Policy** starts when **Your Event** commences as shown as the Insurance Date on the **Policy Certificate**.

If **Your Event** has already begun before you have purchased the insurance, it will not be covered, unless agreed by us in writing.

Policy

The insurance cover outlined in this document, the **Policy Certificate,** and **Statement of Fact**.

Policy Certificate

A document which provides **You** with your proof of insurance. It details the types and levels of cover **You** have purchased and summarises key details about the **Event.**

Pollution/Contamination

The introduction of a harmful or damaging substance into the **Venue** or its surrounding and connecting environment, structures, water, land, or atmosphere.

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Postponement

The unavoidable deferment of the **Event** to another time and/or **Venue**.

Temporary Structure(s)

Including, but not limited to marquees, gazebos, tents, staging, seating, shell-scheme frameworks, inflatable structures/buildings, lighting or art installations and sculptures.

Secure location

A. A place which is enclosed and lockable, used to prevent intrusion and protect from harm or loss.

B. A structure protected by professional security personnel or the **Insured**.

To give you some examples of what we mean when refer to a Secured Location. We mean something like a locked room, locked building, garage, storage unit, safe or cabinet. It is somewhere you can leave an item unattended and it cannot be stolen without breaking and entering taking place.

Statement of Fact

Your responses to our fact finding, and the declaration on which **We** have based **Our** decision to offer you insurance. Information on this document which is either inaccurate, incorrect, or out-of-date could invalidate your insurance or lead to a claim not being fully paid.

Venue

The location or locations where the **Event** is to be held which appears in the **Statement of Fact**.

We, Us, Our, Insurers

UK General Insurance Ltd and/or Event Insurance Services Ltd on behalf Watford Insurance Company Europe Limited.

You, Your, Insured

The person or persons, members club, organisation or company listed on the certificate as Name of the Insured

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GENERAL EXCLUSIONS

These are things which are not covered under this Policy and apply to every Section of cover We offer.

It is important that You read these, as well as the exclusions which apply just to the sections which you have cover for. You can always check which Sections you are and aren't covered for on you Policy Certificate.

1. Radiation

Any direct or indirect consequence of:

Irradiation, or contamination by nuclear material; or

The radioactive, toxic, explosive, or other hazardous or contaminating properties of any radioactive matter; or

Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

2. War

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

3. Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

4. Deliberate Acts

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

5. Existing Damage

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

6. Sonic Pressure

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

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7. Secondary Losses

We do not cover any additional or supplementary losses as the result of any claim under this **policy.**

Secondary Losses are also known as "Consequential Losses" in insurance jargon. Examples of Secondary Losses could be a loss of earnings following a damaged item or venue. It could be the cost of phone calls made following the theft of a phone.

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8. Wear and Tear

Loss or damage because of naturally occurring wear, aging, rusting or corrosion, wet or dry rot, fungus or anything which causes damage over time.

9. Domestic Pets

Loss, damage or **Bodily Injury** caused by domestic pets, insects or vermin.

10. 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.

11. Unexplained Losses or Damage

We will not cover any damage or loss which is unexplained, the result of a disappearance or discrepancies.

An example of an unexplained damage would be where, an item is damaged at a venue, however neither you or the venue are unable to prove how, when, or why the damage happened, or who caused it.

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12. Recoverable Losses

Any sums recoverable from any other source.

13. Contractual Disputes

Disputes, arguments or contractual breaches between **You** and **Your Event** suppliers.

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14. Voluntary Losses

Property or costs which **You** are not legally responsible for.

15. Pandemics

This insurance excludes loss, damage, cost or expense caused by, resulting from, arising out of or related to, either directly or indirectly, or any action taken to hinder, defend against or respond to any *Epidemic or Pandemic* or fear or threat of any *Epidemic or Pandemic*, including but not limited to:

- Coronavirus Disease (COVID-19);
- Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- any mutation or variation of SARS-CoV-2;

This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to the loss, damage, cost or expense, and regardless whether or not there is any declaration of an outbreak of any *Epidemic or Pandemic* by the WHO or any authorised national or international body or legal jurisdiction.

For the purpose of this exclusion, *Epidemic or Pandemic* shall be defined as an outbreak of a human infectious disease, i.e. a human-to-human spread of a virus (e.g. influenza, SARS-CoV-2).

16. Infectious Disease Control

Any claims arising directly or indirectly from: any requirements from government, local authority or other regulatory body imposing restrictions with regard to number of attendees, social distancing measures or infectious disease prevention or cleaning.

17. Contagious diseases

Any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:

(a) Infectious or contagious disease;

(b) any fear or threat of (a) above; or

(c) any action taken to minimise or prevent the impact of (a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

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SECTION 1 – PUBLIC LIABILITY

The Policy Certificate will state whether this section is included in your Policy.

What is Covered

We cover claims made against **You**, because of **Your** proven negligence, which result in **You** being legally responsible for causing:

A. accidental **Bodily Injury** which occurs to a member of the public;
B. or accidental damage to property not belonging to you;
C. or accidental obstruction, trespass, nuisance, or interference with any right of way, air, light water, or other easement;
D. or accidental false imprisonment;

The policy will respond to pay damages, claimants costs and **Expenses** as well as offering defence costs.

We will cover up to the Limit of Indemnity stated against section 1 on **Your** policy certificate, as a result of any claim, or series of claims per incident.

Claims which arise out of the same cause of Pollution or Contamination or which feature food & drink are taken together and treated as a single claim.

What is negligence? It is a legal term which relates to a breach of a duty of care which results in damage or injury. Under the public liability, it is your negligence we are covering.

What is not covered

The following exclusions apply to this section of cover, in addition to the General Exclusions.

Part 1 - **We** do not cover any legal liability arising from:

A. any Product or service related liability, other than for the provision of food and drink consumed at the event; this is including, but not limited to:
   i. The sale, supply or hiring out of goods or services,
   ii. the manufacturing, testing, altering, repairing, or servicing of goods or services,
   iii. the installation, erection, packaging, dismantling transportation, or storage of goods,

   Unless agreed by us, by endorsement to the **Policy Certificate.**

B. the loss of or damage to property held in trust by **You** or under **Your** custody or control;

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*Property held in trust can be covered under our **Event Equipment** section as this covers items which you own, have hired, or leased.*

C. liability or damage relating to the ownership, possession or use by **You** or on **Your** behalf of any motor vehicle, trailer, mobile machine, or plant equipment.

D. **Bodily Injury** or damage to property caused by or arising from a **Dangerous Activity** unless agreed by us, by endorsement to the **Policy Certificate.**

From our list of Dangerous Activities, we may consider covering bonfires, open water swims or on-road cycling. Your Policy Certificate will tell you if cover has been extended to include these activities under the endorsements section.

E. any liability or damage arising from any professional negligence, advice, malpractice, design, treatment, or specification other than for first aid facilities at the **Event;**

F. 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;

G. Any liability which is assumed by **You** by an agreement or contract which may increase your liability or agrees to cost for circumstances outside of the terms of this **Policy**;

An example of Liability assumed by You by an agreement of contract would be if you entered into a contract making you responsible for <u>all</u> damages and costs, regardless of how they are caused. If you agree this, and sign the contract, you have agreed to things not included within this Policy

H. any wilful or malicious act or any act of vandalism resulting in:

- **i.** damage at, or to the **Venue**
- **ii.** **Bodily injury** whilst at the **Event** and within the **Period of Insurance**,

I. any liability arising from the effects of any intoxicating drink or drugs of any kind.

J. any damage to flooring or ground at the **Venue**, except damage to carpets or rugs;

K. any damage to underground services;

L. any liability or damage arising from the public handling of animals;

M. any liability in respect of damage because of electrical or mechanical breakdown due to mechanical wear and tear and/or lack of maintenance.

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N. damage occurring because of the cleaning, repairing or restoration of any damaged and/or soiled property.

O. Any liability arising from any strike, labour disturbance, protest or locked out workers.

P. any claims below the amount stated on the **Policy Certificate** as the excess of the section. The excess will also be deducted from any claims settlement made to **You,** except for **Bodily Injury** claims.

Q. Any **Bodily Injury** or damage arising from or to a participant within any sport, game or activity; unless caused by your negligence.

R. any liability arising directly or indirectly from any infectious disease including but not limited to COVID-19/SARS-CoV-2.

Extensions

We have extended Public Liability to automatically include the following:

Hired Venues

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 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.

Indemnity to Principal

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

Should a claim be incorrectly submitted to one of your suppliers, venue or even a local authority; however, you, as our client are at fault and the incident is insurable under our policy; we will look to indemnify the third party, as if they were insured under this policy. That is what Indemnity to Principal looks to do.

Member to Member Cover

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 (providing suitable evidence of membership of the club, association or committee can be provided, such as minutes of meetings, registers and joining document), the cover under this section will apply as if a separate **Policy** had been issued to each member.

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Conditions specific to this section

Conditions that are applicable to the policy are a "condition precedent". This means they form part of the contract of insurance. Should you breach or not comply with these conditions You may not be covered, if you need to make a claim.

Third Parties

You must ensure any **Third Party** who **You** engage at or for the **Event** hold their own third party liability insurance to cover their participation in the **Event**. **You** must obtain evidence of the relevant policy and record the name of the insurer, policy number, level of cover and expiry date before the commencement of the **Event** and their arrival on site.

Right of Recovery

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**.



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SECTION 2 – EMPLOYERS LIABILITY

The Policy Certificate will state whether this section is included in your Policy.

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 to this section of cover, in addition to the General Exclusions.

This section does not cover legal liability required to be insured under the Compulsory Motor Insurance provisions of any Road Traffic Act legislation.



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SECTION 3 – EQUIPMENT COVER

The Policy Certificate will state whether this section is included in your Policy.

What is Covered

Theft, **Accidental loss**, 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** whilst within the **Geographical Limits** of the **Policy.**

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*Remember, our definition of **Event Equipment**, for it to be covered the items must be hired, leased, or owned by You.*

What is not Covered

The following exclusions apply to this section of cover, in addition to the General Exclusions.

A. Theft, or attempted theft at any **Venue** unless involving **Forcible Entry** or Violent entry or exit from a building or **Secure Location,**

B. Theft of **Event Equipment** whilst in transit and contained in a vehicle, used by **You** or on **Your** behalf unless either:

   i. **You** or other person in charge of the vehicle or equipment is guarding it,

   ii. such vehicle is itself contained within a locked building and/or **secure location**,

C. Damage caused by inherent defects, atmospheric or environmental conditions,

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Examples of Atmospheric or environmental conditions would be things as frost, damp, sunlight, but this is not an exhaustive list.

D. Damage caused by electrical or mechanical breakdown, due to mechanical wear and tear and/or lack of maintenance.

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

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For example, we provide cover for a painting but reproduction costs only i.e. the cost of paint, the cost of canvas etc… not how much the painting may be worth at auction, the sale value or its artistic value.

F. Damaged caused during or because of the cleaning, dying, repairing, or restoring of an item,

G. **Event Equipment** which is lost because it has been confiscated, seized, or detained by any government, public or policy authority.

H. Loss or damage the following types of items or **Event Equipment:**

   i. Mobile phones,

   ii. Jewellery, unless costume jewellery,

   iii. Clothing, other than costumes,

   iv. Bouncy castles or Inflatable Play equipment,

   v. Napery,

   vi. Porcelain, glassware, or items of a brittle nature.

I. Any damage or loss because of any wilful or malicious act, or any act of vandalism,

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. Any claims below the amount stated on the **Policy Certificate** as the excess of the section. The excess will also be deducted from any claims settlement made to **You.**

Conditions specific to this section

Average

If the **Event Equipment** covered 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.

For example, 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.

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Levels of Cover

We will not reduce or increase the level of cover, or the premium charged for this section after **We,** or at point of paying a claim.

It is **Your** responsibility to adequately cover yourself prior to the commencement of the **Event.**

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 £2,000 unless otherwise agreed by us. If a single item limit of over £2,000 is agreed by us, this will be shown on your **Policy Certificate.**

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



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SECTION 4 – CANCELLATION, ABANDONMENT OR POSTPONEMENT EXCLUDING ADVERSE WEATHER CONDITIONS

The Policy Certificate will state whether this section is included in your Policy.

Remember, this section will start on the day you receive your policy documents and cover is confirmed.

What is Covered

There are two parts to this section. Cover for **Cancellation**, **Abandonment** & **Postponement** of the **event** (Part 1) and cover for **Rearrangement** (Part 2).

Part 1 – Cancellation or Abandonment

We will reimburse irrecoverable **Expenses** incurred by **You** (less any **Income You** have received from any source relating to the **Event**), up to the amount shown in the certificate.

The **Cancellation** or **Abandonment** of the **Event** must be because of circumstances which are unforeseen, unavoidable and beyond **Your** control (unless excluded under this section); where 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 sum of the original loss.

Part 2 – Postponement or Rearrangement

If circumstances arise that threaten **Postponement** or **Cancellation** of the **Event, We** will either pay the additional costs incurred to enable the **Event** to take place on the **Event Date** or **We** will pay the additional costs incurred to enable the **Event** to take place at a future 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 to this section of cover, in addition to the General Exclusions.

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A. Circumstances expected to cause **Cancellation, Abandonment,** or **Postponement** of the **Event**, which were known to **You** prior to and/or at the commencement of this insurance;

Insurance always operates on what is unknown. If you take out insurance knowing something (i.e. building works at the venue, ill health, supplier closure) will increase the chance a claim is going to be made, this would invalidate the policy and the insurance claim could be considered being fraudulent.

B. claims arising directly or indirectly from inclement or **Adverse Weather**;

C. the withdrawal, insufficiency, or lack of:
   i. finance however caused;
   ii. sales, profits, takings, or receipts for the **event,**
   iii. fund raising, sponsorship of support towards the **event**
   iv. interest for or attendance at the **event**

D. any financial failure of the **event** directly or indirectly rising from a government lockdown

E. the non-appearance of:
   i. delegates, visitors, exhibitors, guests or key speakers because of state affairs or government matters;
   ii. any one key speaker, performer, or other key person who would perform an essential function needed for the successful fulfilment of the **Event**. Unless agreed by **Us** in writing by endorsement to the **Policy Certificate**;

F. **Cancellation, Abandonment** or **Postponement** of an **Event** following the death, injury, or illness of any party over the age of 75 years unless they are a **Close Relative** or otherwise agreed by **Us** and acknowledged by a specific endorsement to the **Policy Certificate**;

G. Claims arising because of the failure or non-appearance of any supplier or performer where service and booking arrangements are not confirmed in writing;

H. Claims arising because of failed, or delayed transport arrangements outside of the **Geographical Limits;** but not including those of a Key speaker, performer, or other key person for whom we have agreed cover for.

I. **Your** failure to make all necessary arrangements for the successful fulfilment of the **Event** in a timely manner;

J. Circumstances arising through, or because of restrictions imposed by the local authorities, or regulatory bodies.

K. court mourning, death of a member of the royal family or head of state;

L. any claims arising because of a contractual breach by **You.**

M. **Cancellation, Rearrangement, Postponement** or any other losses caused by the failure or non-appearance of a contracted professional event planner, organiser or co-ordinator.

N. **Expenses** paid by **You** to a professional event organiser, planner or co-ordinator, as a lump sum, for the total costs of your event, for all suppliers involved.

O. Costs where contracts have not been taken out between **You** and the end supplier.

The exclusions L to N, mean that you need to make sure that all the contracts with your event suppliers and contractors are in your name, and that you pay them directly. If you give a professional event organizer or planner sums of money to book suppliers, this money is not covered under our policy.

P. **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;

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

Q. **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) or COVID-19;

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iii. any Epidemic or Pandemic. For the purpose of this exclusion, an *Epidemic* or *Pandemic* shall be defined as an outbreak of a human infectious disease, i.e. a human-to-human spread of a virus (e.g. influenza, SARS-CoV-2)

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

Conditions specific to this section

Average

If the potential out of pocket **Expenses** of the **Event** covered at the commencement of any loss, is greater than the value than the Limit of Indemnity stated against section 4 in the certificate, **You** will be considered as being **Your** own Insurer for the difference and shall bear a rateable proportion of the loss.

For example, the event You are insuring is costing £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 £2,500m less any excess.



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SECTION 5 – CANCELLATION, ABANDONMENT OR POSTPONEMENT INCLUDING ADVERSE WEATHER CONDITIONS

The Policy Certificate will state whether this section is included in your Policy.

Remember, this section will start on the day you receive your policy documents and cover is confirmed.

What is Covered

There are two parts to this section. Cover for **Cancellation**, **Abandonment** & **Postponement** of the **event** (Part 1) and cover for **Rearrangement** (Part 2).

Part 1 – Cancellation or Abandonment

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

The **Cancellation** or **Abandonment** of the **Event** must be because of circumstances which are unforeseen, unavoidable and beyond **Your** control (unless excluded under this section); where 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 sum of the original loss.

Part 2 – Postponement or Rearrangement

If circumstances arise that threaten **Postponement** or **Cancellation** of the **Event, We** will either pay the additional costs incurred to enable the **Event** to take place on the **Event Date** or **We** will pay the additional costs incurred to enable the **Event** to take place at a future 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 to this section of cover, in addition to the General Exclusions.

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A. Circumstances expected to cause **Cancellation, Abandonment,** or **Postponement** of the **Event**, which were known to **You** prior to and/or at the commencement of this insurance;

Insurance always operates on what is unknown. If you take out insurance knowing something (i.e. building works at the venue, ill health, supplier closure) will increase the chance a claim is going to be made, this would invalidate the policy and the insurance claim could be considered being fraudulent.

B. claims arising directly or indirectly from inclement or **Adverse Weather** where the **Policy** has been purchased within 14 days of the **Event Date**;

C. the withdrawal, insufficiency, or lack of:

   i. finance however caused;

   ii. sales, profits, takings or receipts for the **event,**

   iii. fund raising, sponsorship of support towards the **event**

   iv. interest for or attendance at the **event**

D. any financial failure of the **event** directly or indirectly arising from a government lockdown

E. the non-appearance of:

   i. delegates, visitors, exhibitors, guests or key speakers because of state affairs or government matters;

   ii. any one key speaker, performer, or other key person who would perform an essential function needed for the successful fulfilment of the **Event**. Unless agreed by **Us** in writing by endorsement to the **Policy Certificate**;

F. **Cancellation, Abandonment** or **Postponement** of an **Event** following the death, injury, or illness of any party over the age of 75 years unless they are a **Close Relative** or otherwise agreed by **Us** and acknowledged by a specific endorsement to the **Policy Certificate**;

G. Claims arising because of the failure or non-appearance of any supplier where service and booking arrangements are not confirmed in writing;

H. Claims arising because of failed, or delayed transport arrangements outside of the **Geographical Limits;** but not including those of a Key speaker, performer, or other key person for whom we have agreed cover for.

I. **Your** failure to make all necessary arrangements for the successful fulfilment of the **Event** in a timely manner;

J. Circumstances arising through, or because of restrictions imposed by the local authorities, or regulatory bodies.

K. court mourning, death of a member of the royal family or head of state;

L. any claims arising because of a contractual breach by **You.**

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M. **Cancellation, Rearrangement, Postponement** or any other losses caused by the failure or non-appearance of a contracted professional event planner, organiser or co-ordinator.

N. **Expenses** paid by **You** to a professional event organiser, planner or co-ordinator, as a lump sum, for the total costs of your event, for all suppliers involved.

O. Costs where contracts have not been taken out between **You** and the end supplier.

The exclusions L to N, mean that you need to make sure that all the contracts with your event suppliers and contractors are in your name, and that you pay them directly. If you give a professional event organizer or planner sums of money to book suppliers, this money is not covered under our policy.

P. **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;

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

Q. **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) or COVID-19

   iii. any Epidemic or Pandemic. For the purpose of this exclusion, an *Epidemic* or *Pandemic* shall be defined as an outbreak of a human infectious disease, i.e. a human-to-human spread of a virus (e.g. influenza, SARS-CoV-2)

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

Conditions specific to this section

Average

If the potential out of pocket **Expenses** of the **Event** covered at the commencement of any loss, is greater than the value than the Limit of Indemnity stated against section 5 in the certificate, **You** will be considered as being **Your** own Insurer for the difference and shall bear a rateable proportion of the loss.

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IMPORTANT CONDITIONS

This information forms part of the 'contract' of insurance. When you take out the policy you do so agreeing to the following conditions.

Necessary Precautions

It is a condition of this policy that **You** must:

A. Take all necessary precautions to prevent or reduce the likelihood of a loss, destruction, damage, accident, or injury from occurring,

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To give you some idea of what we mean, this clause involves taking practical steps to prevent something going wrong at the event. Depending on what cover you have opted for, will determine the sort of precautions which would be expected.

Precautions for reducing the likelihood of an injury could include examining fire safety, or conducting risk assessments where necessary.

*Precautions you could take to prevent the threat of **Cancellation** would be to look at contingency planning, alternative supplier's options, transport, and access methods.*

B. Maintain the **Venue** (including its fixtures & fittings), machinery, **Event Equipment** in a good and safe state of repair whilst in **Your** custody, care, and control,
C. Take care in the selection, supervision, and training of any **Employees**.
D. Comply with any manufacturers guidelines and instructions of any **Event Equipment** used at the **Event**,
E. Comply with all relevant statutory requirements i.e. lawful requirements relating to the safety of persons and property used at and during the **Event.**

Change Of Risk or Interest

The **Policy** was agreed based upon information contained within the **Statement of Fact** and that **You** have an insurable interest in the event.

The **Policy** may become void and cease to be in effect if **you** do not contact **us** in relation to one of the circumstances below,

A. **Your** Interest in the Event ends,
B. The **Insured** (**You**) is being wound up, carried on by a liquidator, or permanently discontinued.
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.

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D. if any information on the **Statement of Fact** is incorrect or has changed between when the policy was issued and the date cover is due to start.

You can contact **Us** via the phone on 01425 470360 or via email by sending it info@events-insurance.co.uk. If **You** need to notify us of a change of risk.

Policy **Cancellation** Details

Insurance policies can be cancelled by **You** and on occasion by **Us.** The information below will detail **Your** rights and **ours** when it comes to cancelling a **policy.**

If You choose to cancel…

If **You** decide that for any reason, this policy does not meet **Your** insurance needs then please return it to the administrator/**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, **Your** administrator / agent will then refund **Your** premium in full.

If you wish to cancel Your Policy after 14 days, **You** may be not be entitled to any return of premium. If we do offer a refund, you would be subject to a £25 administration fee taken from any return of premium we offer.

Acceptance of Risks

We reserve the right not to invite the renewal of your policy. In this event we will notify you in writing to let you know.

If We choose to cancel…

We may at any time cancel any insurance policy 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) non-payment of premium

b) threatening and abusive behaviour

c) failure to provide documents

d) non-compliance with policy terms and conditions.

e) a change in your circumstances means that we can no longer provide cover

f) where we identify your involvement in, or association with, insurance fraud or financial crime

g) where you have misrepresented or provided false information to the questions asked you when purchased, renewed or amended your policy

If we cancel your policy, we will provide a refund of your premiums less a charge for the cover already provided, unless the reason for **Cancellation** relates to fraud, which is detailed on page 35.

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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.



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CLAIMS

This section details not only how to make a claim, but also conditions which apply to the policy relating to claims.

Any loss, or incident which takes place at Your Event, regardless of whether or not someone is trying to make a claim against you; or you have decided to cover the loss yourself; it should be communicated to us.

You should aim to do this as soon as possible, no later than 31 days after the Event Date(s). If you don't notify us, you run the risk of your claims being declined from the outset.

How to make a claim

Please contact Event Insurance Services Ltd using the details below:

Write to**:** Event Insurance Services Ltd Claims Services, FREEPOST, Ringwood, Hants BH24 1AJ

Or call via 01425 208 983

Or send an email to info@events-insurance.co.uk

Event Insurance Services Ltd are open 9am to 5pm, Monday to Friday.

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 must be made and ensures the highest standards are maintained.

After **Your** initial contact to **Us,** they will advise **You** on what information may be required and what the next steps will be.

Conditional applicable to the claims process

As with the other conditions applicable to the policy, make sure you read and are happy with these because they form part of the contact of insurance along with the conditions in the previous chapter.

Actions by the **Insured**

It is a condition of the **policy** and the liability provided by **us** that **you** shall:

A. Immediately notify **Us** of any incident which could result in a claim under this **policy**;

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B. Immediately notify **Us** of a claim with and deliver to **Us** (at **Your** expense) any evidence as may be necessary for **Us**, and, if required, a statutory declaration of the truth of the claim and any connected or related matters,

C. Notification, to **Us** of a claim must be given 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;

D. Give immediate notification to the police for the following types of incidents:

   i. Vandalism,

   ii. Theft or attempted theft,

   iii. Loss of money by any cause in relation to the **event** and this **policy,**

   And provide police reports, to provide police reports for all losses arising from theft or attempted theft. for all losses arising from theft or attempted theft.

E. Make no admission of liability, offer, promise or payment without **Our** written consent;

F. Inform **Us** immediately of any impending prosecution, inquest or fatal accident enquiry or civil proceedings and send to **us** immediately every relevant document,

G. Provide **us** with books of account, health & safety documentation or any other information which may be necessary for Us to investigate or verify the claim,

H. Take all steps to recover lost property and otherwise minimise the claim,

I. Supply a minimum of two quotes for repair, replacement or alternative services for any property damage, theft, loss or **rearrangement** claims. These must be from two independent companies who can supply like for like services to the original supplier, or item of property involved in the claim.

Claims Enquiries

You must take reasonable care to provide accurate and complete answers to all the questions **you** are asked when **you** take out or make changes to this policy.

You must notify **your administrator** as soon as possible if any of the information in **your** policy documents is incorrect or if **you** wish to make a change to **your** policy.

If **you** do not provide accurate and complete answers to the questions **you** are asked, or **you** fail to notify **your administrator** of any incorrect information or changes **you** wish to make, **your** policy may not operate in the event of a claim, we may charge **you** and additional premium, **we** may not pay any claim in full or **your** policy could be invalid.

Changes that may affect your cover

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You must tell **us** as soon as possible about any changes to the information **you** provided when **you** purchased this policy, for example:

Change of address

This is not an exhaustive list and any changes you tell us about may affect your cover or result in a change to your premium. If **you** are unsure whether a change may affect **your** cover, please contact **your administrator**.

Fraud and Fraudulent Claims

If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to;

• making a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;

• sending **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;

• making a claim for any loss or damage **you** caused deliberately or

• Acting dishonestly or exaggerating a claim

We;

a) are not liable to pay the claim: and

b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and

c) may by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above, **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

We will not return any of the premiums paid.

This information may also be shared with the police and other insurers for fraud prevention purposes.

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 the non-compliance increased it.

Subrogation

If a third party is believed to be responsible for any claim, **we** may take over, defend or settle the claim, or take up any claim in **your** name for **our** own benefit. This is known as exercising **our** right of subrogation. **You** must give **us** all the help and information **we** reasonably require for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **our** rights under this clause without **our** prior written permission. **We** will pay any costs or **Expenses** involved in exercising our right of subrogation.

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Other insurances

If there is any other insurance policy covering the same loss, damage or liability **we** will not pay more than **our** rateable share.

A dispute between **you** and **us** may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed, then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this policy. This arbitration condition does not affect **your** rights to take separate legal action.

If a disputed claim is not referred to arbitration within 12 months of **your** claim being turned down, **we** will treat the claim as abandoned.

Arbitration

A dispute between **you** and **us** may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed, then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this policy. This arbitration condition does not affect **your** rights to take separate legal action.

If a disputed claim is not referred to arbitration within 12 months of **your** claim being turned down, **we** will treat the claim as abandoned.

Partially damaged items

At **Our** discretion, in the event an item or piece of property is only partially damaged **We** will look to cover the costs of the damaged aspects only, rather than cover the full replacement cost. If the damage is severe enough that the item cannot be salvaged, repaired and used, **We** will cover the complete loss. It is **Your** responsibility to attempt to salvage, repair and use the damaged item where possible.

Here is an example of how we would settle a claim for a Partially Damaged Item. If a marquee sustains damage to a panel, and the others along with the frame are all fine and fully functional; We will aim to cover the cost of the replacement panel, rather than the marquee. The Policy would not cover for the replacement value of the whole product unless the item couldn't be repaired. Any settlement value would also be on a like for like basis, not new for old.

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Helping you prepare to make a claim

The evidence we may need to support your claim changes depending on the type of claim and the circumstances surrounding it. In addition, after certain information is provided to ***us,*** *it could lead to additional investigations taking place and more information being required.*

Dealing with claims can be a stressful time for anyone, so we would like to help you to be prepared as possible, should you need to make a claim.

Here are a few items that you may be asked for, depending on the type of claim you make:

- *Receipts for payments made and/or copies of bank statements*
- *Copies of contracts and correspondence between you and your suppliers*
- *Medical certificates and relevant supporting evidence*
- *Weather reports*
- *Photographs*
- *Screenshots and information available on social media sites that could help support your claim*
- *Copies of estimates for repair and/or replacement of damaged items*
- *Copies of Risk Assessments, Accident Books & First Aid reports*

This is not a definitive list; however, it covers most of the information that is commonly requested.

You are welcome to contact The Event Insurance Services Ltd.'s specialist Claims team with any queries that you may have, and they'll be happy to help you

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WHAT TO DO IF YOU'RE NOT HAPPY

We always aim to provide the highest possible standards of service, and we welcome all feedback from our customers.

Our track record

Event Insurance Services is signed up to Trust Pilot; an independent, online review website.

We're proud to share our 5* rating on independent review Trust Pilot, thousands of our event organiser's customers recognising our quality products and first-class service.

How to complain

It is our intention to give you the best possible service however if you do have any cause for complaint about this insurance or the handling of any claim you should follow the complaints procedure below:

If **you** have a complaint regarding the sale or service of **your** policy**,** please contact the administrator or agent who arranged the insurance for **you**.

If **you** have a complaint about the handling of a liability claim, please contact:

Kennedys Law LLP, Kennedys Claims Handling, 6 Queen Street, Leeds, LS1 2TW

Tel: 0845 207 7453 – or 0113 531 4496

Email: UKG@kennedyslaw.com

If **you** have a complaint about the handling of any other claim, please contact:

Event Insurance Services Ltd, FREEPOST Ringwood Hants BH24 1AJ

Tel: 01425 208 983 (9.00am – 5.00pm Monday – Friday)

Email: info@events-insurance.co.uk

If **You** did not use an agent, please contact Event Insurance Services Ltd directly, using the details above.

In all correspondence please say that your insurance is underwritten by UK General Insurance and quote your unique policy number from your policy schedule.

Following **our** complaints procedure does not affect **your** legal rights as a consumer. For further information **you** can contact the Citizens Advice Bureau or Trading Standards.

Financial Ombudsman

If we have not completed our investigations into **your** complaint within 8 weeks of receiving **your** complaint or if **you** are not happy with **our** Final Response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. If **you** decide to contact them, **you** should do so within 6 months of receiving **our** Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to www.financial-ombudsman.org.uk.

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The Financial Ombudsman Service,

Exchange Tower, London E14 9SR

Tel: 0800 023 4567

Get in touch on line: https://www.financial-ombudsman.org.uk/contact-us/complain-online

Online Dispute Resolution Portal

If **you** have purchased the insurance policy online, **you** may also raise your complaint via the Online Dispute Resolution Portal at http://ec.europa.eu/consumers/odr/. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

Compensation Scheme

If Watford Insurance Company Europe Limited. cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk



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IMPORTANT AND REGULATORY INFORMATION

The Law

This policy is governed by English law.

Instalments & Consumer Credit Agreements

Neither Event Insurance Services Ltd or UK General Ltd offer any form of instalment facility for the payment of this **Policy**.

UK GENERAL INSURANCE LTD PRIVACY NOTICE

UK GENERAL INSURANCE LIMITED

We are UK General Insurance Limited, our data controller registration number, issued by the Information Commissioner's Officer, is Z7739575.

This information is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

We are dedicated to being transparent about what we do with the information that we collect about you and we process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy and fulfil our contract of insurance.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of your personal data as it is in the substantial public interest and it is necessary: i) for administering your insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

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Privacy Notice

You can get more information about this by viewing our full Privacy Notice online at http://ukgeneral.com/privacy-notice or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at: Data Protection, UK General Insurance Limited, 3 Carrwood Park, Selby Road, Swillington Common, Leeds LS15 4LG

WATFORD INSURANCE COMPANY EUROPE LIMITED INFORMATION NOTICE

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at https://www.watfordre.com/privacy-policy/

Claims & Underwriting Exchange Register

In relation to the Data Protection Act 1998, please be aware **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.

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