

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.

- 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 Conditions** 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**.
- 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), 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 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.

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,

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 manufacturer's 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.

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.

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

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 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 claim(s)** 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.

Conditions 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 contract 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**;
- 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.

Your Responsibility

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

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

Change of **Venue**

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.

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.

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.*



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**

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 are 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 state 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.

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>

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.



IMPORTANT AND REGULATORY INFORMATION

Instalments & Consumer Credit Agreements

Neither Event Insurance Services Ltd or bspoke Underwriting Ltd offer any form of installment facility for the payment of

this **Policy**.

The Law

This **Policy** is governed by English law.

bspoke Underwriting Ltd PRIVACY NOTICE

bspoke Underwriting Ltd

We are bspoke Underwriting Ltd, **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).

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, bspoke Underwriting Ltd, Brookfield Court, Selby Road, Garforth, Leeds LS25 1NB

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.

