

Your policy document

Event Insurance

www.nfumutual.co.uk

NFU Mutual is The National Farmers Union Mutual Insurance Society Limited (No. 111982).
Registered in England. Registered Office: Tiddington Road, Stratford upon Avon, Warwickshire CV37 7BJ.
Authorised and regulated by the Financial Services Authority.
A member of the Association of British Insurers.

For security and training purposes, telephone calls may be recorded and monitored.



NFU Mutual

How to Make a Claim

Please call YOUR insurance advisor whose telephone number is shown on YOUR schedule.

Before contacting US, please read the following information:

- 1 the relevant section(s) of the policy which cover the loss;
- 2 the General Conditions, General Exclusions and Claims Conditions found at the front of the policy; and
- 3 YOUR schedule.

To ensure WE can help YOU quickly and efficiently please have the following information available:

- 1 YOUR policy number;
- 2 YOUR name and address;
- 3 details of the incident giving rise to the claim including date, circumstances and, if possible, an estimate of the cost; and
- 4 YOUR contact number.

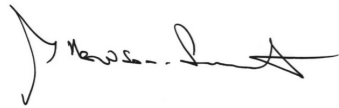
Introduction

In return for YOU paying YOUR premium and US accepting it, WE will insure YOU in line with the terms of the policy for the PERIOD OF INSURANCE and any subsequent period of insurance, provided YOU keep to the terms and conditions of the policy.

Please read this policy, statement of insurance, schedule and any certificate(s) of insurance carefully. If they do not meet YOUR needs, return them to US or to YOUR insurance advisor as soon as possible.

This policy is evidence of the contract between YOU and US, and is based on the information YOU provided, which is confirmed on the statement of insurance and YOUR schedule.

UK law allows both YOU and US to choose the law applicable to the contract. WE have chosen that this contract will be governed by and interpreted in accordance with English law. The contract will be subject to the exclusive jurisdiction of the English courts.



T.D. Hewson-Stoate
Customer Services Director
The National Farmers Union Mutual Insurance Society Ltd.

Note: The National Farmers Union Mutual Insurance Society Limited is a mutual company. YOU are a member of NFU Mutual and therefore subject to its memorandum and articles by virtue of the acceptance of this or any previous insurance issued by US.

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Thank you for placing your Insurance with NFU Mutual

Cancellation Rights

If YOU do not want to accept this new policy, or any new cover which is added, YOU may cancel the policy (or, in the case of a specific addition to cover, the addition itself) by giving US notice in writing within 14 days of receiving it. WE may charge pro rata for the cover that has been provided.

Complaints

WE strive to provide OUR customers with the highest level of service and would like to know if YOU are not satisfied with any aspect of it. Should YOU wish to make comments of any kind about OUR service, please contact the manager of YOUR regional office which issued this policy. The address of YOUR regional office can be obtained from YOUR insurance advisor.

WE will take any complaint seriously and endeavour to handle it fairly, consistently and promptly. If YOU are not satisfied with the way in which WE have dealt with YOUR complaint, please write to:

Customer Services Director
NFU Mutual
Tiddington Road
Stratford-upon-Avon
Warwickshire
CV37 7BJ.

In the event YOU remain dissatisfied, the Financial Ombudsman Service may be prepared to review YOUR complaint. No charge is made for this service and YOU should write to:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR.
Telephone – 0845 080 1800.

Please always quote YOUR policy number in any correspondence as it will enable YOUR complaint to be dealt with promptly.

Financial Services Compensation Scheme

WE are covered by the Financial Services Compensation Scheme (FSCS) which means that YOU may be entitled to compensation from the scheme if WE cannot meet OUR obligations under this policy. This depends on the type of policy YOU have purchased and the circumstances surrounding YOUR claim. YOU can find out more at www.fscs.org.uk or by calling 020 7892 7300.

Language

This policy and its accompanying documentation are written in the English language. WE will communicate with YOU in English throughout the duration of this policy.

Statutory Status

YOU can check OUR statutory status on the Financial Services Authority (FSA) Register at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234. OUR FSA registration number is 117664.

Data Protection Notice

The National Farmers Union Mutual Insurance Society Limited is the data controller and will process personal information WE obtain from YOU and third parties in accordance with the Data Protection Act 1998. WE may check and/or pass some or all of the personal information WE obtain in connection with YOUR insurance or claim to other insurance companies in order to administer the policy or for underwriting and claims handling purposes, to OUR appointed service providers and reinsurers, to regulatory or other organisations, so that WE can comply with OUR obligations and to databases and fraud prevention agencies.

WE may use YOUR information to carry out research. It may be necessary to transfer YOUR information to other companies outside the European Economic Area for any of the above purposes and/or for systems administration. WE will take steps to ensure YOUR privacy rights are protected.

WE may search these agencies and databases to:

- 1 help make decisions about the provision and administration of insurance and credit related services for YOU and members of YOUR household;
- 2 trace debtors or beneficiaries, recover debt, prevent fraud and manage YOUR account and insurance policies;
- 3 check YOUR identity to prevent money laundering unless YOU can provide US with satisfactory proof of identity; and/or
- 4 validate YOUR claims history or that of any other person or property likely to be involved in the policy or claim in the event of any incident or claim, or at the time of renewal.

WE can supply to YOU, on written request, more information about the databases and agencies WE access and supply to.

YOU have a right to ask US for a copy of the personal information WE hold about YOU. Should YOU require this information, YOU must apply to US in writing.

General Definitions

Each time WE use one of the words or phrases below in capital letters, it will have the same meaning wherever it appears in the policy, unless an alternative is stated to apply. Where a section of the policy contains definitions, they must be read in conjunction with the following general definitions.

Words which appear in lower case will have their natural and ordinary meaning.

ACCIDENT

Accidental physical injury resulting from a visible cause or exposure to severe weather conditions.

CANCELLATION

Inability to proceed with the EVENT before the start date.

DAMAGE

Accidental physical loss, destruction or damage.

EMPLOYEE

Any person working for YOU in connection with the EVENT who is:

- 1 under a contract of service or apprenticeship with YOU;
- 2 a labour master, labour-only sub-contractor or a person supplied by either of them;
- 3 self-employed;
- 4 working under a recognised work experience or training scheme;
- 5 a voluntary helper;
- 6 borrowed by or hired to YOU; or
- 7 a director of the company.

EVENT

The show or event shown on YOUR schedule.

EXCESS

The amount of each loss for which YOU are responsible which will be deducted from any claim payment, after all other terms and conditions (including any underinsurance condition) of this policy have been applied.

EXPENSES

Irrecoverable costs and charges incurred by YOU for organising and holding the EVENT less any savings YOU are able to make.

GEOGRAPHICAL LIMITS

United Kingdom, the Channel Islands and the Isle of Man.

INJURY

Bodily injury, death, disease, illness and/or medically recognised psychiatric injury.

INSURED PERSON

YOU, any business partner, EMPLOYEE or MEMBER working in connection with the EVENT.

LOSS OF LIMBS, SIGHT, SPEECH OR HEARING

Total and permanent loss:

- 1 or loss of use of one or more hands or feet;
- 2 of sight in one or both eyes;
- 3 of speech; or
- 4 of hearing in both ears.

MEMBER

Any of YOUR members or committee members.

MONEY

Cash, bank currency notes, uncrossed cheques and postal orders, luncheon vouchers, unused postage stamps, trading and National Insurance stamps not fixed to cards, National Savings stamps, unexpired units in franking machines and gift vouchers, lottery and other prize scratch cards, utility vouchers, top-up cards and mobile phone vouchers belonging to YOU or for which YOU are responsible in connection with the EVENT.

MONETARY DOCUMENTS

Crossed cheques and postal orders and bankers drafts, National Insurance stamps fixed to cards, National Savings certificates, premium bonds, credit card sales vouchers or receipts, VAT purchase invoices and any other money instruments which are non-negotiable belonging to YOU or for which YOU are responsible in connection with the EVENT.

PERIOD OF INSURANCE

The period of insurance specified on YOUR schedule.

POLLUTION

All pollution or contamination of buildings or other structures or of water or land or the atmosphere.

PRODUCTS

- 1 Brochures, magazines and free promotional products relating to the EVENT;
- 2 food or drink sold or supplied by YOU for consumption at the EVENT; and
- 3 handicrafts or donated products which are not sold or supplied in the course of a business.

PROPERTY

Material property.

TERRORISM

- 1 For liability Insurances:
An act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 2 For all other Insurances:
Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

TOTAL DISABILITY

A disability which totally prevents an INSURED PERSON from performing all of their occupation. If the INSURED PERSON is not in paid work it will mean a disability which totally prevents them from performing paid work of any kind.

WE, US, OUR

The National Farmers Union Mutual Insurance Society Limited.

YOU, YOUR

The person, people or company shown on YOUR schedule as being the Policyholder.

General Exclusions

The following exclusions apply to the whole of this policy including any cover extensions and endorsements unless otherwise stated:

WE will not pay for:

- 1 losses directly or indirectly caused or contributed to by:
 - a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation or requisition or destruction of or damage to PROPERTY by or under the order of any government, public or local authority, other than for insurance provided under the Employers' Liability section;
 - b) TERRORISM unless shown otherwise in this policy. If WE allege that this General Exclusion applies to any claim, the burden of proving the contrary will be upon YOU. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect;
 - c) pressure waves arising from aircraft and other aerial devices travelling at sonic or supersonic speeds;
 - d) ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel;
 - e) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component; and/or
 - f) the use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of

loss which may have contributed concurrently or in any sequence to a loss, other than for insurance provided under the Employers' Liability section.

- 2 loss of market value beyond the cost of repair, replacement or reinstatement of PROPERTY.
- 3 losses involving:
 - a) COMPUTER EQUIPMENT or other equipment, component, system or item which processes, stores, transmits, retrieves or receives data (whether insured or not);
 - b) losses that are not directly associated with the incident that caused YOU to claim, unless expressly stated in the policy; and arising directly or indirectly from:
 - a) unauthorised access;
 - b) virus, program code, programming instruction or any set of instructions intentionally constructed with the ability to cause DAMAGE, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not. This includes but is not limited to Trojan horses, worms and logic bombs; and/or
 - c) any actions or instructions constructed or generated with the ability to cause DAMAGE, interfere with or otherwise affect the availability of networks, network services, and network connectivity or information systems. Including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

General Conditions

The following conditions apply to the whole of this policy including any cover extensions and endorsements unless otherwise stated:

Alteration in Risk

YOU will not be insured under this policy if:

- 1 YOUR interest ceases, except by will or operation of law; or
- 2 there is a change in circumstances, which alters the risk.

YOU are required to tell US of any change of circumstances that arise after the start of this insurance. If YOU are not sure whether a change in circumstances need be disclosed, YOU should disclose it.

Cancellation of the Policy

WE may cancel the policy by giving 14 days' written notice to YOUR last known address.

YOU may cancel the policy by informing US in writing.

Following cancellation WE may refund part of YOUR premium unless YOU have made a claim in the current PERIOD OF INSURANCE.

Compliance with Terms

WE will not pay YOUR claim unless YOU and all other persons insured by this policy observe and comply with the terms and conditions of this policy, whether contained in these General Conditions or elsewhere.

Fraud and Misrepresentation

If YOU or anyone acting for YOU:

- 1 makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by fraudulent declaration, statement or other device; and/or
- 2 intentionally misrepresents, misdescribes or withholds any material relevant to this insurance;

WE will not pay any part of YOUR claim or any other claim which YOU have made or which YOU may make under the policy and WE will have the right to:

- 1 avoid the policy without returning any premium that YOU have paid;
- 2 recover from YOU any amounts that WE have paid in respect of any claim, whether such claim was made before or after the fraudulent claim; and
- 3 refuse any other benefit under the policy.

Personal Legal Representatives

If YOU die, WE will provide indemnity to YOUR personal legal representatives for any liability YOU had previously incurred under this policy, provided that the personal legal representatives keep to the terms and conditions of the policy.

Policy Cover Extensions

Cover extensions will apply where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions detailed in the sections and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

Reasonable Precautions

WE will not pay YOUR claim unless YOU have, throughout the PERIOD OF INSURANCE:

- 1 complied with all legal requirements and regulations imposed by any authority;
- 2 taken reasonable steps to prevent and minimise accidents, loss, injury and damage;
- 3 taken reasonable steps to protect PROPERTY and maintain it in a good state of repair; and
- 4 taken reasonable care in the selection and supervision of EMPLOYEES.

Claims Conditions

The following conditions apply to the whole of this policy including any cover extensions and endorsements unless otherwise stated:

Action by YOU

- 1 WE will not pay YOUR claim unless YOU:
 - a) tell US as soon as possible about anything that happens which may give rise to a claim and give US all the assistance that WE require;
 - b) tell US and the Police immediately and in any event within seven days if the DAMAGE arises from a criminal act, riot or malicious persons;
 - c) immediately send to US unanswered all communications from any third parties in relation to any event which may result in a claim under this policy;
 - d) supply, at YOUR own expense, details of the claim in writing including any supporting information or evidence that WE require;
 - e) take all reasonable action to minimise any loss and avoid further loss; and
 - f) provide US with full details of any parties which have a legal interest in the PROPERTY which is the subject of the claim.
- 2 WE will not pay YOUR claim if YOU admit, deny, negotiate or settle any claim without OUR prior consent.

OUR Rights

- 1 WE have the right to settle a claim by:
 - a) payment of money; and/or
 - b) reinstatement, replacement or repair of YOUR PROPERTY in a reasonable manner but not necessarily to its exact previous condition or appearance.
- 2 OUR maximum liability will be the sum insured or limit shown on YOUR schedule unless otherwise stated.
- 3 WE are entitled to:
 - a) take the benefit of YOUR rights against another person before or after WE have paid a claim; and/or
 - b) take over the defence or settlement of a claim;and YOU will give US all reasonable assistance.
WE will not use this right to enforce or pursue a settlement against:
 - a) any company which is YOUR parent or subsidiary; or
 - b) any company which is a subsidiary of a parent of which YOU are also a subsidiary.For the purpose of this Claims Condition, 'subsidiary' will have the meaning given to it by section 1159 of the Companies Act 2006 or any subsequent amendments to that provision.
- 4 WE will have sole control of all claims procedures and settlements for all claims made against YOU.
- 5 WE may free OURSELVES from any further liability by paying to YOU:
 - a) the limit of indemnity;
 - b) the sum insured; or
 - c) any smaller amount for which the claim can be settled;after deducting any payments already made. WE will pay legal costs incurred with OUR prior consent up to the date of such payment.

Claims Control

If WE are paying a claim for INJURY or DAMAGE:

- 1 WE are entitled to the value of any salvage;
- 2 YOU are required to retain without alteration or repair all PROPERTY connected with the DAMAGE or INJURY, unless WE tell YOU otherwise, or such action is prohibited by legislation;
- 3 YOU are not to abandon PROPERTY to US whether WE have taken possession of it or not.

Arbitration

Where WE have accepted a claim, but there is a disagreement over the amount to be paid, the dispute will be referred to an arbitrator, appointed in accordance with section 16 of the Arbitration Act 1996. YOU may not take any legal action against US until the arbitrator has reached a decision.

Contribution

If there is another policy covering the same PROPERTY or liability, WE will only be liable for OUR proportionate share. If such other policy has a provision which prevents it from contributing in a like manner, the most WE will pay will be any amount in excess of that which would have been payable under the other policy had this policy not been in force.

Subrogation

YOU and any other person entitled to the benefit of this policy will take all necessary steps to preserve and/or enforce rights against any other party before or after WE make any payment.

Public Liability

Definition

COSTS

- 1 legal costs and expenses that YOU incur with OUR prior consent to defend a claim which, if proved, would be insured under this section;
- 2 all legal costs recoverable from YOU by a claimant for a claim which, if proved, would be insured under this section; and
- 3 legal costs and expenses for:
 - a) representation at any Coroner's Inquest or Fatal Inquiry; and/or
 - b) the defence of criminal proceedings brought against YOU for any breach or alleged breach of statutory duty, resulting in INJURY or DAMAGE to PROPERTY that may be the subject of a claim under this section.

The following are excluded from the definition of COSTS:

- 1 the costs and expenses of defending any civil claim which YOU incur after WE have paid or offered to pay the full amount of the claim or the limit of indemnity; and/or
- 2 any costs and expenses which YOU incur without OUR prior consent.

Payment of COSTS for the defence of any EMPLOYEE will be made only at YOUR request.

The Cover

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for:

- 1 accidental INJURY;
 - 2 DAMAGE to PROPERTY;
 - 3 obstruction, trespass, nuisance or interference with any right of air, light, water, way or privacy; and/or
 - 4 wrongful arrest, detention or false imprisonment of any person;
- occurring within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE in connection with the EVENT.

The most WE will pay for all damages:

- 1 arising from PRODUCTS during the PERIOD OF INSURANCE is the limit of indemnity shown on YOUR schedule;
- 2 for any other occurrence arising directly or indirectly out of one incident or series of incidents attributable to one source or cause is the limit of indemnity shown on YOUR schedule.

In addition WE will pay COSTS.

Cover Extensions

Car Park Liability

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for DAMAGE to mechanically propelled vehicles legitimately parked at the EVENT.

WE will not pay for DAMAGE to vehicles which are:

- 1 owned, leased, borrowed or hired by YOU;
- 2 being stored for a fee or other consideration; and/or
- 3 in YOUR custody or control for the purpose of being worked on by YOU or any EMPLOYEE in connection with the EVENT.

Cloakroom Liability

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for DAMAGE to PROPERTY deposited in any cloakroom at the EVENT provided that suitable notices disclaiming all liability for DAMAGE are clearly displayed in or about the cloakroom.

The most WE will pay is £200 for any one article or £1,000 for all losses arising from any one incident.

WE will not pay where YOU have made a charge for storage but an attendant is not on duty while the cloakroom is in use.

Contingent Motor Liability

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for:

- 1 accidental INJURY; and/or
- 2 DAMAGE to PROPERTY;

arising out of the use of any motor vehicle not owned or provided by YOU, being used in connection with the EVENT.

WE will not pay for:

- 1 liability:
 - a) arising from a motor vehicle owned by, provided by or being driven by YOU;
 - b) arising while the vehicle is being driven by any person who YOU know, or YOU ought to know, does not hold a licence to drive the vehicle; and/or
 - c) occurring outside the GEOGRAPHICAL LIMITS.
- 2 DAMAGE to the vehicles or their contents.

NOTE: This cover is not intended to meet the requirements of the Road Traffic Acts. YOU are required by law to obtain appropriate cover, accompanied by a Certificate of Insurance, for every vehicle used in the course of the EVENT.

Court Attendance Expenses

If WE request any of the following people to attend Court as a witness in connection with a claim which is insured under this section WE will pay:

- 1 YOU or YOUR director £250 per day; and/or
- 2 any other EMPLOYEE £150 per day.

Cross Liabilities

If the policy is issued in joint names of more than one party this section will indemnify each party as if a separate policy had been issued to each of them provided that OUR liability to all parties indemnified will not exceed in total the limit of indemnity shown on YOUR schedule.

Food Safety and Consumer Protection Acts

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend criminal proceedings brought for a breach or alleged breach of Part II of the Food Safety Act 1990, or Part II of the Consumer Protection Act 1987, or any regulations thereunder, including legal costs and expenses incurred in an appeal against conviction arising from such proceedings.

Provided that the proceedings are brought within the GEOGRAPHICAL LIMITS and relate to an offence committed or alleged to have been committed within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE and in the course of the EVENT.

WE will not pay for the:

- 1 costs incurred to defend a prosecution where the charge includes a deliberate criminal act by YOU or any EMPLOYEE;
- 2 cost of appeal against improvement or prohibition notices; and/or
- 3 costs of investigation or inquiry other than where carried out on the instructions of a solicitor for the sole purpose of defending proceedings to which this extension applies.

Health and Safety at Work Act

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend criminal proceedings brought for a breach or alleged breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any regulations thereunder, including legal costs and expenses incurred in an appeal against conviction arising from such proceedings.

Provided that the proceedings are brought within the GEOGRAPHICAL LIMITS and during the PERIOD OF INSURANCE and relate to:

- 1 the health, safety or welfare of any person other than an EMPLOYEE; and
- 2 an offence committed or alleged to have been committed within the GEOGRAPHICAL LIMITS and in the course of the EVENT.

WE will not pay for the:

- 1 costs incurred to defend a prosecution where the charge includes a deliberate criminal act by YOU or any EMPLOYEE;
- 2 cost of appeal against improvement or prohibition notices; and/or
- 3 costs of investigation or inquiry other than where carried out on the instructions of a solicitor for the sole purpose of defending proceedings to which this extension applies.

Indemnity to Other Persons

Where YOU would have been entitled to indemnity if the claim had been made against YOU WE will deal with a claim made against an INSURED PERSON or owner of plant hired in by YOU, but only to the extent required by the terms of the contract, provided that the INSURED PERSON or owner of plant keeps to the terms and conditions of the policy.

Movement of Obstructing Vehicles

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for:

- 1 accidental INJURY; and/or
- 2 DAMAGE to PROPERTY;

arising from the movement of any mechanically propelled vehicle by YOU or any EMPLOYEE where such vehicle is causing an obstruction and interfering with the normal operation of the EVENT.

Provided that:

- 1 the vehicle is not owned, leased, borrowed or hired by YOU;
- 2 the movement is limited to vehicles parked on or obstructing the site of the EVENT;
- 3 the vehicle to be moved will be driven by a person who is competent and to YOUR knowledge holds a licence to drive the vehicle; and
- 4 the vehicle to be moved is driven by use of its own ignition key.

WE will not pay:

- 1 for DAMAGE caused to the vehicle being moved; and/or
- 2 where road traffic legislation requires compulsory motor insurance or security.

Tenant's Liability

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for DAMAGE to premises (including fixtures and fittings) within the GEOGRAPHICAL LIMITS, which are leased, let, hired or rented to YOU in connection with the EVENT.

WE will not pay for:

- 1 liability arising solely due to a contract or agreement which would not have attached in the absence of such contract or agreement;
- 2 wear, tear and gradual deterioration; and/or
- 3 DAMAGE to premises from causes against which YOU are required to effect insurance by the terms of any contract, lease or tenancy agreement.

Exclusions

WE will not pay for:

- 1 INJURY to any EMPLOYEE.
- 2 DAMAGE to PROPERTY:
 - a) belonging to YOU or held in trust by YOU or borrowed, rented, let, leased or hired for use by YOU, other than where described in the Tenant's Liability cover extension; and/or
 - b) which is in YOUR custody or control, other than:
 - i. personal effects (including vehicles and their contents) of YOUR visitors or EMPLOYEES; or
 - ii. where described in the Car Park Liability, Cloakroom Liability and Tenant's Liability cover extensions.
- 3 liquidated damages, penalties, fines, aggravated, restitutionary, punitive, vindictive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- 4 liability arising from any action for damages brought against YOU in any country outside the European Union, the Channel Islands or the Isle of Man in which YOU occupy premises or are represented by any resident EMPLOYEE or holder of YOUR power of attorney.
- 5 liability arising from the ownership, possession or use by YOU or on YOUR behalf of:
 - a) any vessel or craft designed to travel through air or space;
 - b) hovercraft or watercraft or any other vessel or craft designed to float on or in, or travel through water other than toys or models not designed to carry people or PROPERTY; and/or
 - c) any railway (other than any miniature railway with a maximum track width of 7.25 inches).

- 6 liability arising from the ownership, possession or use of any mechanically propelled vehicle or plant (including attached trailers) by YOU or on YOUR behalf:
 - a) for which road traffic legislation requires compulsory motor insurance or security; and/or
 - b) where indemnity is provided by another insurance policy.
 Where there is no indemnity provided by another policy this exclusion will not apply to:
 - a) loading and unloading; or
 - b) the Contingent Motor Liability or Movement of Obstructing Vehicles cover extensions.
- 7 liability which arises solely due to a contract or agreement unless YOU would have been legally liable without the agreement.
- 8 liability arising:
 - a) from professional advice or professional services given for a fee;
 - b) from the design, plan, formula or specification of PRODUCTS or work for a fee; and/or
 - c) out of medical treatment (other than first aid) or the dispensing of medicines or drugs.
- 9 liability arising from POLLUTION other than caused directly or indirectly 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 which arises out of one incident will be deemed to have occurred at the time such incident takes place.
The most WE will pay for all damages arising during the PERIOD OF INSURANCE from POLLUTION is £5,000,000 or the limit of indemnity shown on YOUR schedule, whichever is the less.
- 10 any EXCESS shown on YOUR schedule.

Special Condition

The most WE will pay including COSTS will not exceed the limit of indemnity shown on YOUR schedule:

- 1 if any part of YOUR claim is for legal liability which arises; and/or
- 2 for any actions for damages brought; outside the European Union, the Channel Islands or the Isle of Man.

Money and Personal Accident (Assault)

The Cover

Money

WE will pay for DAMAGE to MONEY or MONETARY DOCUMENTS within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE.

WE will also pay for DAMAGE arising from theft or attempted theft to:

- 1 safes, tills or cash registers which normally contain MONEY; and/or
- 2 any case, bag or waistcoat being used for carrying MONEY.

The most WE will pay for each item is the limit shown on YOUR schedule.

Personal Accident (Assault)

WE will pay the limit shown on YOUR schedule if an INSURED PERSON is assaulted while at or travelling to or from the EVENT during the PERIOD OF INSURANCE provided that:

- 1 WE will only pay a benefit if death or disability occurs within 104 weeks of the date of the assault.
- 2 if WE pay for death, LOSS OF LIMBS, SIGHT, SPEECH OR HEARING or permanent TOTAL DISABILITY WE will no longer make any payment for temporary TOTAL DISABILITY.
- 3 payment for temporary TOTAL DISABILITY will be paid at the end of each consecutive four week period of disability.

The most WE will pay for each benefit is the limit shown on YOUR schedule.

WE will not pay if the INSURED PERSON is under 16 or over 70 years of age.

Cover Extensions

Damage to Personal Effects

WE will pay for DAMAGE to personal effects or personal money belonging to YOU or any EMPLOYEE as a result of an assault insured by this section.

The most WE will pay for any one person is:

- 1 £100 for personal money; or
- 2 £500 in total.

Hospital Benefit

WE will pay £25 for each 24 hour period of treatment which an INSURED PERSON receives as an in-patient in a hospital or nursing home as a result of assault insured by this section.

The most WE will pay for any one loss for each INSURED PERSON is £1,000.

Professional Counselling Following Assault

WE will at OUR option pay for professional counselling to help YOU or any EMPLOYEE recover from emotional stress resulting from an assault insured by this section.

The most WE will pay is £1,000 per person but not more than £5,000 for all counselling arising from any one incident.

Exclusions

WE will not pay for:

- 1 loss of MONEY or MONETARY DOCUMENTS from a vehicle which is left unattended or is not under observation in order to prevent any attempt by any person to interfere with the vehicle.
- 2 DAMAGE arising from:
 - a) the dishonest act of any EMPLOYEE or MEMBER:
 - i. not discovered within seven days of the occurrence; and/or
 - ii. where more specifically insured;
 - b) clerical or accounting errors; and/or
 - c) MONEY in the possession of cash agents or door to door or debt collectors.
- 3 losses arising from forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer.
- 4 losses arising from payment methods which prove to be counterfeit, false, invalid, irrecoverable or uncollectible for any reason.
- 5 loss of MONEY from a gaming, amusement or external vending machine.
- 6 losses that are not directly associated with the incident that caused YOU to claim, unless more specifically stated in this section.
- 7 DAMAGE more specifically insured.
- 8 death or disablement resulting from:
 - a) or contributed to by an INSURED PERSON suffering from a pre-existing physical or mental defect or infirmity; or
 - b) an assault by another INSURED PERSON.

Special Condition

Medical Evidence

- 1 WE will pay for:
 - a) an INSURED PERSON to have a medical examination; or
 - b) a post mortem to be completed; if required by US.
- 2 YOU or YOUR personal legal representative will supply to US and pay for any:
 - a) certificate;
 - b) information; and/or
 - c) evidence; in the format WE require.

Employers' Liability

Please refer to YOUR schedule to see if this is operative

Definition

COSTS

- 1 legal costs and expenses YOU incur with OUR prior consent to defend a claim which, if proved, would be insured under this section;
- 2 legal costs recoverable from YOU by a claimant for a claim which, if proved, would be insured under this section; and
- 3 legal costs and expenses for:
 - a) representation at any Coroner's Inquest or Fatal Inquiry; and/or
 - b) the defence of criminal proceedings brought against YOU for any breach or alleged breach of statutory duty, resulting in INJURY that may be the subject of a claim under this section.

The following are excluded from the definition of COSTS:

- 1 the costs and expenses of defending any civil claim which YOU incur after WE have paid or offered to pay the full amount of the claim or the limit of indemnity; and
- 2 any costs and expenses which YOU incur without OUR prior consent.

Payment of COSTS for the defence of any EMPLOYEE will be made only at YOUR request.

The Cover

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages and COSTS for INJURY sustained by any EMPLOYEE provided that the INJURY:

- 1 arises out of and in the course of their employment by YOU in connection with the EVENT; and
- 2 is caused by an occurrence during the PERIOD OF INSURANCE which takes place:
 - a) within the GEOGRAPHICAL LIMITS; or
 - b) elsewhere in the world where an EMPLOYEE is temporarily employed for not more than 60 days provided the EMPLOYEE:
 - i. is domiciled; and
 - ii. was engaged by YOU;within the GEOGRAPHICAL LIMITS.

The most WE will pay including COSTS for any one claim or series of claims (regardless of the number of Claimants) arising directly or indirectly out of one occurrence is the limit of indemnity shown on YOUR schedule.

Cover Extensions

Court Attendance Expenses

If WE request any of the following people to attend Court as a witness in connection with a claim for which is insured under this section, WE will pay:

- 1 YOU or YOUR director £250 per day; and/or
- 2 any other EMPLOYEE £150 per day.

Cross Liabilities

If the policy is issued in joint names of more than one party this section will indemnify each party as if a separate policy had been issued to each of them provided that OUR liability to all parties indemnified will not exceed in total the limit of indemnity shown on YOUR schedule.

No indemnity is provided where liability is owed by one party named on YOUR schedule to another party named on YOUR schedule.

Health and Safety at Work Act

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend any criminal proceedings brought for a breach or alleged breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any regulations thereunder including COSTS incurred with OUR prior consent in an appeal against conviction arising from such proceedings.

Provided that the proceedings are brought within the GEOGRAPHICAL LIMITS and relate to:

- 1 the health, safety or welfare of an EMPLOYEE; and
- 2 an offence committed or alleged to have been committed within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE and in the course of the EVENT.

WE will not pay for:

- 1 costs incurred to defend a prosecution where the charge includes a deliberate criminal act by YOU or any EMPLOYEE;
- 2 the cost of appeal against improvement or prohibition notices; and/or
- 3 the costs of investigation or inquiry other than where carried out on the instructions of a solicitor for the sole purpose of defending proceedings to which this cover extension applies.

Indemnity to Other Persons

Where YOU would have been entitled to indemnity if the claim had been made against YOU WE will deal with a claim made against an INSURED PERSON provided that the INSURED PERSON keeps to the terms and conditions of the policy.

Injuries to Working Partners or Members

WE will regard any working partner, proprietor or MEMBER working in connection with the EVENT as an EMPLOYEE for INJURY they sustain in connection with the EVENT.

Provided that the INJURY is caused by the negligence of an INSURED PERSON in connection with the EVENT.

Terrorism

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for INJURY sustained by any EMPLOYEE which arises out of TERRORISM committed by a third party.

The most WE will pay including COSTS for any one claim or series of claims (regardless of the number of Claimants) arising directly or indirectly out of one occurrence is £5,000,000.

Unsatisfied Court Judgements

If any EMPLOYEE or their personal representative obtains a court judgement within the European Union, the Channel Islands or the Isle of Man for damages for INJURY against any third party operating within the European Union, the Channel Islands or the Isle of Man and that judgement remains unpaid in whole or in part six months after the date of the award, WE will pay, at YOUR request, the amount of any unpaid damages and awarded costs to the EMPLOYEE or their personal legal representatives.

Provided that:

- 1 the INJURY occurred in the course of employment by YOU in connection with the EVENT;
- 2 YOU are not the company or individual against whom the judgement has been made;
- 3 there is no appeal outstanding; and
- 4 before any payment is made under this cover extension, the EMPLOYEE or their personal legal representative will assign all the benefits and advantages of the judgement to US.

Exclusions

WE will not pay for:

- 1 INJURY to any EMPLOYEE arising from the ownership, possession or use of any mechanically propelled vehicle or plant (including attached trailers) by YOU or on YOUR behalf for which road traffic legislation requires compulsory motor insurance or security.
- 2 any action for damages brought against YOU in a country outside the European Union, the Channel Islands or the Isle of Man.
- 3 liquidated damages, penalties, fines, aggravated, restitutionary, punitive, vindictive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.

Special Condition

Right of Recovery

This section is deemed to be in accordance with the provisions of any law relating to compulsory insurance for YOUR liability to EMPLOYEES within the GEOGRAPHICAL LIMITS. Where WE have paid an amount which WE would not have been liable to pay but for the provisions of such legislation, WE have the right to recover this amount from YOU.

Group Personal Accident

Please refer to YOUR schedule to see if this is operative

The Cover

WE will pay the limit shown on YOUR schedule if, during the PERIOD OF INSURANCE, an INSURED PERSON, while at or travelling to or from the EVENT, suffers:

- 1 an ACCIDENT which, within 104 weeks of its occurrence, is the direct cause of:
 - a) death;
 - b) LOSS OF LIMBS, SIGHT, SPEECH OR HEARING;
 - c) permanent TOTAL DISABILITY; or
 - d) temporary TOTAL DISABILITY.

The most WE will pay for each benefit is the limit shown on YOUR schedule.

WE will only pay under one of the benefits for death, LOSS OF LIMBS, SIGHT, SPEECH OR HEARING or permanent TOTAL DISABILITY for any one claim and such payment will end cover for that INSURED PERSON.

If WE pay benefit for death, LOSS OF LIMBS, SIGHT, SPEECH OR HEARING or permanent TOTAL DISABILITY, WE will cease to pay temporary TOTAL DISABILITY benefits for the same ACCIDENT.

WE will settle claims for temporary TOTAL DISABILITY by making payment every four weeks. Unless WE agree otherwise, YOU will receive YOUR first benefit payment four weeks after WE accept YOUR claim.

Cover Extensions

Hospital Benefit

WE will pay £25 for each 24 hour period of treatment an INSURED PERSON receives as an in-patient in a hospital or nursing home as a result of an ACCIDENT insured by this section.

The most WE will pay for any one loss for each INSURED PERSON is £1,000.

Professional Counselling

WE will at OUR option pay for professional counselling to help YOU or any EMPLOYEE recover from emotional stress resulting from an ACCIDENT insured by this section.

The most WE will pay is £1,000 per person but not more than £5,000 for all counselling arising from any one incident.

Exclusions

WE will not pay for an ACCIDENT:

- consequent upon or contributed to by any pre-existing physical or mental defect or infirmity.
- to an INSURED PERSON under 16 or over 70 years of age unless individually named on YOUR schedule.
- resulting from:
 - pregnancy or childbirth;
 - suicide or deliberate self-injury;
 - alcohol or drugs;
 - failure to obtain or follow proper medical advice;
 - an INSURED PERSON putting themselves in danger, other than in an attempt to save human life;
 - flying or other aerial activities, other than as a fare-paying passenger in a hot air balloon or power-driven aircraft; or
 - motor cycling as a driver or passenger;unless shown on YOUR schedule as insured.

Special Condition

Medical Evidence

- WE will pay for:
 - an INSURED PERSON to have a medical examination; or
 - a post mortem to be completed;if required by US.
- YOU or YOUR personal legal representative will supply to US and pay for any:
 - certificate;
 - information; and/or
 - evidence;in the format WE require.

Property

Please refer to YOUR schedule to see if this is operative

The Cover

WE will pay for DAMAGE to PROPERTY shown on YOUR schedule while at, or in transit to or from, the EVENT which happens during the PERIOD OF INSURANCE within the GEOGRAPHICAL LIMITS.

The most WE will pay is the sum insured for each item shown on YOUR schedule.

Cover Extension

Debris Removal and Fire Extinguishers

If PROPERTY shown on YOUR schedule sustains DAMAGE insured by this section, WE will pay to:

- remove debris resulting from the DAMAGE; and/or
- extinguish or attempt to extinguish a fire involving such PROPERTY and to refill extinguishing appliances used in doing so.

Exclusions

WE will not pay for:

- motor vehicles licensed for road use and their accessories other than on static display while at the EVENT.
- MONEY and MONETARY DOCUMENTS or securities of any description.
- explosives.
- living creatures, pets or livestock.
- losses not directly associated with the incident that caused YOU to claim, unless more specifically stated in this section.
- DAMAGE to plant arising from electronic, electrical or mechanical breakdown.
- DAMAGE arising from theft or attempted theft unless accompanied by:
 - forcible and violent entry to or exit from a locked building or vehicle; or
 - assault or attempted assault.
- theft or fraud by, or dishonesty of an INSURED PERSON or member of YOUR family.

9 DAMAGE arising from:

- change in temperature, colour, flavour, texture or finish;
- rust, corrosion, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, wet or dry rot, fungus, mould, spores of any type, vermin or insects;
- inherent vice, latent defect, gradual deterioration, frost, wear and tear, faulty or defective design or materials, but not subsequent DAMAGE which arises from a cause not otherwise excluded;
- escape of flue gases or fumes;
- exposure to weather conditions of PROPERTY left in the open or in marquees, tents or similar structures;
- faulty or defective workmanship by an INSURED PERSON;
- disappearance, unexplained inventory shortage or the misfiling or misplacing of information;
- erasure, loss, distortion or corruption of information on computer systems;
- POLLUTION, but WE will not exclude DAMAGE which results from a cause which is not otherwise excluded.

10 any EXCESS shown on YOUR schedule.

Special Condition

Underinsurance

If at the time of the DAMAGE the sum insured for PROPERTY is less than 85% of the cost of reinstatement as new the amount WE pay will be proportionately reduced.

Settling Claims

WE will settle claims by paying the cost of repair or replacement with similar items. If YOU do not repair or replace YOUR PROPERTY WE will make a deduction for wear, tear and depreciation. WE may, at OUR option, replace YOUR PROPERTY or arrange for repairs to be carried out.

Cancellation

Please refer to YOUR schedule to see if this is operative

The Cover

WE will pay for loss of EXPENSES as a result of the necessary CANCELLATION or abandonment of the EVENT due to any cause beyond YOUR control or that of the EVENT sponsor or financier during the PERIOD OF INSURANCE.

The most WE will pay for any one EVENT is the limit shown on YOUR schedule.

Exclusions

WE will not pay for CANCELLATION or abandonment of the EVENT arising from or contributed to by:

- lack of or inadequate:
 - receipts or sales;
 - response or support, or withdrawal of support by any party; or
 - attendance or insufficient interest.
- any failure, withdrawal of or inadequacy of necessary finance.
- financial default, insolvency or failure of any party to pay.
- the non-appearance at the EVENT of any person.
- bad weather conditions during November, December, January, February or March for any EVENT held in the open or in a marquee, tent, or similar structure.
- YOUR failure to make all necessary arrangements for the successful fulfilment of the EVENT in a reasonable and timely manner.
- disease in animals or an outbreak of a communicative disease.
- any work being carried out by builders or other contractors which renders the location of the EVENT totally or partially unusable, unless such work is unknown to YOU at the commencement of this section.
- YOUR lack of care, diligence or prudent behaviour which results in an increase in the risk and/or likelihood of a loss under this section.
- the failure or absence of teleconferencing or similar picture or data communication links to or from any part of the EVENT whether by telephone, radio, satellite or television transmission.
- any contractual breach by YOU.

Warranties

NOTE: The warranties set out below are particularly important to US. If YOU fail to comply with any of them, the cover under the policy will automatically and immediately cease if YOUR failure causes or contributes towards an insured loss.

Bonfire and Fireworks Displays

For any bonfire and/or firework display YOU warrant that:

- 1 the bonfire will not be lit within 12 metres of any road, railway, building, structure, overhead cable, woodland bracken or similar combustible material;
- 2 the bonfire or firework display areas will be roped off to provide a minimum distance between the display and spectators of 15 metres;
- 3 authorised adults only will enter the roped off area to tend the bonfire or to light fireworks;
- 4 a responsible adult will be in direct charge of safety matters at all times;
- 5 fireworks will be kept in a metal container fitted with a lid;
- 6 no petrol or other accelerant will be used for the purpose of lighting or maintaining the bonfire; and
- 7 any flammable liquid or material or empty containers will be removed from the area of the bonfire or firework display.

Bouncy Castles and Similar Inflatables

For any bouncy castle and/or similar inflatable structure operated by YOU or on YOUR behalf, YOU warrant that:

- 1 it has been inspected under the PIPA inspection scheme, or holds a Declaration of Operational Conformity (DOC) under the ADIPS inspection scheme;
- 2 the manufacturer's instructions and requirements will be complied with;
- 3 it will be set up at least three metres from fences, buildings and other fixed property;
- 4 if set up outdoors it will be securely anchored to the ground and checks on the anchorage will be carried out prior to operation and every four hours thereafter;
- 5 safety mats will be used to cover any hard surfaces up to 1.2 metres in front of any open side;
- 6 while inflated it will be attended by a responsible adult at all times;
- 7 daily checks will be undertaken to ensure there are no holes in the fabric or potential tripping hazards, the blower is operating at the correct pressure, and there are no exposed electrical connections;
- 8 if a blower is in operation while the inflatable is in use it should be fenced off from the public;
- 9 users will be required to remove their footwear and any other hard or sharp objects from their person;
- 10 users must not be permitted to climb onto or hang from outside walls or to bounce on the front apron or entrance; and
- 11 only persons of an approximately similar size and/or age will be permitted to use it at the same time.

Livestock

For any livestock at YOUR EVENT YOU warrant that:

- 1 any show arena and/or holding area is adequately fenced to contain the livestock;
- 2 any route between the holding area and show arena is clearly signed and adequately fenced; and
- 3 livestock will be supervised at all times by a person over 16 years of age and experienced in the handling of such animals.