

Schedule of Insurance

This schedule forms part of the Insurance Contract in conjunction with the policy document attached.

Hudson Foster LLP
 Ilkley Hall

 Ilkley
 W Yorkshire
 LS29 9LD

Policy Number: EV00137365

Issue Date: 24 July 2013

Period Of Insurance

Commencement Date: 24 August 2013

Expiry Date: 24 August 2013

Name of Insured CFTTB Of Burnsall Sports
Address of Insured Wharfe Gate, Burnsall, Skipton, N Yorkshire, BD23 6DQ

Venue Burnsall Village Green, Burnsall, Skipton, N Yorkshire
Type of Policy One-off
Event Name Burnsall Feast Sports
Type Of Event Classic Fell Race, Road Race, Children's Field Sports
Max Attendance 1,000

| SECTION | COVER | SINGLE ITEM LIMIT | INDEMNITY LIMIT | EXCESS | PREMIUM |
|--------------------------------------|---------------------------------------|-------------------|-----------------|--------|----------------|
| 1 | Public Liability | £0 | £5,000,000 | £250 | £253.00 |
| 2 | Employers Liability | £0 | £0 | £0 | £0.00 |
| 3 | Event Property | £0 | £0 | £0 | £0.00 |
| 4 | Cancellation,Abandonment,Postponement | £0 | £0 | £0 | £0.00 |
| 5 | Adverse Weather | £0 | £0 | £0 | £0.00 |
| Net Premium | | | | | £238.68 |
| Insurance Premium Tax @ 6.00% | | | | | £14.32 |
| Total Premium | | | | | £253.00 |

Endorsements and Special Conditions

Full Insured Name: Committee For The Time Being Of Burnsall Sports.

This product meets the demands and needs of those who want to protect their special event/s against the specified list of contingencies

Event Insurance Policy Summary

This document provides important facts about your Event Insurance Policy. This summary does not describe all the terms and conditions of your full policy.

Your policy and summary 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. If you have any further questions, please contact us directly.

NIG policies are underwritten by U K Insurance Limited, Registered office: The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England No 1179980. U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Calls may be recorded.

ABOUT YOUR COVER

Features and benefits included

Public Liability

Provides cover for your legal liability to pay damages, claimants costs and expenses which arise as a result of and in connection with the event.

Significant exclusions or limitations

The first £250 of each and every claim, unless stated otherwise in the schedule of insurance.

Third party property damage and/or bodily injury to or death, illness or disease of any person caused by or arising from a dangerous activity.

Any wilful or malicious act, or any act of vandalism resulting in damage to or to the venue.

Loss of or damage to property belonging to or held in trust by or in the custody or control of the insured, but this exclusion shall not apply to employees' effects.

The erection or dismantling of any staging, marquee, spectator stand or seating of temporary or portable design or construction or temporary structures of any kind.



ADDITIONAL COVER

The following cover is only applicable if you have chosen to add it to your policy and it is listed in the schedule

| Additional cover | Significant exclusions or limitations |
|--|---|
| <p>Employer's liability</p> <p>Provides cover for your legal liability to pay damages, claimants costs and expenses which arise as a result of anyone you employ at an event including temporary staff, volunteers or helpers, whether paid or unpaid</p> | <p>Any liability in respect of a Road Traffic Accident (RTA) risk</p> |
| <p>Event equipment</p> <p>Provides cover for the loss of, or damage to, equipment that you are responsible for buying, and in association with your event</p> | <p>The first £250 on each and every claim unless stated otherwise in the schedule of insurance.</p> <p>Loss or damage caused by the defective erection, use or dismantlement of any staging, marquees or temporary structures</p> <p>Theft or attempted theft unless there is evidence of violent, visible and forcible entry thereto</p> <p>Loss or theft from unattended vehicles</p> <p>Any willful or malicious act, or any act of vandalism</p> <p>Mobile telephones, jewellery (other than costume jewellery), items of clothing (other than costumes), whether owned, borrowed or hired</p> |
| <p>Cancellation, abandonment or postponement</p> <p>Cancellation provides cover for your recoverable costs incurred as a result of the unavoidable cancellation, abandonment or postponement of the event for reasons beyond your control</p> | <p>Circumstances likely to cause cancellation, abandonment or postponement of the event, which were known to you prior to the commencement of the insurance</p> <p>Cancellation of an event following the death, injury or illness of any party over the age of 18 years unless agreed by us</p> <p>The failure of any supplier where booking arrangements are not confirmed in writing</p> <p>Any contractual breach by you</p> <p>Claims arising directly or indirectly from ice-ment or adverse weather</p> <p>We will not cover any claims directly or indirectly caused through war, terrorism, invasion, or civil war</p> |



Additional cover

Significant exclusions or limitations

Adverse weather

Provides cover for your irrecoverable costs incurred as a result of the unavoidable cancellation, abandonment or postponement of the event due to adverse weather conditions

Adverse weather conditions if cover is taken out less than 14 days prior to the event date

key facts

This document is a summary of the cover provided by your Event Insurance policy. Full terms and conditions can be found in the policy wording which is available on request or can be viewed online or downloaded at:

www.events-insurance.co.uk

PLEASE REVIEW AND UPDATE YOUR COVER PERIODICALLY TO ENSURE IT REMAINS ADEQUATE.

YOU MUST TAKE CARE TO PROVIDE US WITH ACCURATE INFORMATION AND YOU SHOULD NOTIFY US IMMEDIATELY IF ANYTHING IS INCORRECT OR IF YOU ARE UNSURE ABOUT ANY DETAILS.

CANCELLATION RIGHTS

You may cancel your policy within 14 days of the date of issue, before the event date and provided no claim has been made. If for any reason you are dissatisfied or the policy does not meet your requirements.

MAKING A CLAIM

If you have a claim, please telephone us on **01425 470360** as soon as possible to tell us about it.

HOW TO MAKE A COMPLAINT

Making Your Complaint

The majority of complaints can be resolved quickly and satisfactorily by the department you are dealing with.

If your complaint relates to your policy, please contact the agent where it was bought or contact Event Insurance Services.

If your complaint relates to a claim on your policy, please contact the department dealing with your claim.

If Event Insurance Services is unable to resolve your complaint then they will refer it to NIG.

The Chief Executive

NIG
Churchill Court,
Westmoreland Road,
Bromley
BR1 1DP

When you make contact please tell us the following information:

- Your name, address and postcode, telephone number and e-mail address (if you have one).
- Your policy and/or claim number, and the type of policy you hold.
- The name of your insurance agent/firm (if applicable).
- The reason for your complaint.

Version 18/07/11

Telephone contact is often the most effective way to resolve complaints quickly.

Any written correspondence should be headed "COMPLAINT" and you may include copies of supporting material.

Once you receive a written resolution and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel: 0800 023 4567 or 0300 123 9123

COMPENSATION SCHEME

NIG policies are underwritten by U.K. Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (registration number 202310). The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on 0800 111 6768. The Prudential Regulation Authority website can be visited at www.bankofengland.co.uk/pr, or the Prudential Regulation Authority can be contacted on 020 7601 4878.

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For all industry classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

Event insurance services
Your occasion, Our priority.

Event Insurance Services Ltd
Event House
20A Headlands Business Park
Ringwood
Hampshire
BH21 3PB

T 01425 470360

F 01425 474306

E info@events-insurance.co.uk

www.events-insurance.co.uk

Event Insurance Policy

Arranged by Event Insurance Services Limited. NIG policies are underwritten by U.K. Insurance Limited. This Policy is subject to the terms and conditions from the issue date in respect of Sections 4 and 5 (Cancellation, Abandonment or Postponement), and for all other sections the **Period of Insurance** shown in the schedule and any subsequent period for which You shall pay and We agree to accept the premium.

This Policy is evidence of the contract between Us (Event) and You (our policyholder).

Important Information About Your Policy

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

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

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

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

Please also note the following.

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

The insurance also requires that:

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

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

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

CONTENTS

This Policy wording comprises of:

General Definitions.

General Conditions

Claims Conditions

General Exclusions

Section 1 Public Liability

Section 2 Employer's Liability

Section 3 Event Equipment

Section 4 Cancellation, Abandonment or Postponement excluding Adverse Weather Conditions

Section 5 Cancellation, Abandonment or Postponement including Adverse Weather Conditions

Important Information

General definitions

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

Abandonment

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

Adverse Weather

Such weather conditions which render the fulfilment of the **Event** impossible or dangerous with the potential to cause damage or injury to property or persons attending the **Event**.

Bodily Injury

Death, bodily injury, illness or disease.

Cancellation

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

Dangerous Activity

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

- a) fireworks or pyrotechnics;
- b) inflatable play equipment;
- c) fairground rides or mechanical or electrical rides of any kind;
- d) ballooning, drifting or any description;
- e) quad bikes, go-karts or motor sports of any kind;
- f) trampolines, gymnastic apparatus or any apparatus requiring the use of safety harness or ropes to prevent or arrest falls from height;
- g) circus acts or stunt acts;
- h) title a knockout competition;
- i) persons riding on animals;
- j) canoeing, sailing or the use of water craft;
- k) shooting ranges for guns or archery;
- l) pyrotechnical devices.

Employee

- a) A person under a contract of service or apprenticeship with **You**;
- b) A person under a contract of service or apprenticeship with some other employer and who is hired or approved by **You** whilst under **Your** direct control and supervision;
- c) Labour masters and persons supplied by them whilst under **Your** direct control and supervision;
- d) A self-employed person performing work of a kind ordinarily performed under a contract of service or apprenticeship with **You** whilst under **Your** direct control and supervision;
- e) Work experience trainees;
- f) Authorised volunteers whilst working for **You** in connection with the **Event**.

Event

The event or events held either indoors, outdoors or under temporary structures as described in the schedule and taking place on the **Event Date(s)**.

Event Date(s)

The date or dates specified in the schedule.

Event Equipment

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

Geographical Limits

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

Period of Insurance

The period of the **Event** as shown in the schedule and terminating upon its completion, but not in any case exceeding the period as shown in the schedule for which **We** have accepted the premium.

Under this **Policy**, Sections 4.3.5 – **Cancellation, Abandonment or Postponement** excluding and including **Adverse Weather Conditions** respectively will be operative from the issue date stated in the schedule or the time of booking the **Event** (whichever is the later date) and terminates on commencement of the **Event**.

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

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

Policy

The policy and schedule and any endorsements attached or issued.

Pollution or Contamination

All pollution or contamination of buildings or other structures or of water or land or the atmosphere and all loss or damage or injury, directly or indirectly caused by such pollution or contamination.

Postponement

The unavoidable deferral of the **Event** to another time.

Terrorism

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

General definitions continued

Venue

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

War, Civil War or Political Risk

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

We, Our, Us, Insurers

U.K. Insurance Limited trading as NIG and/or such other authorised insurer as U.K. Insurance Limited may contract to underwrite any part of this **Policy**.

You, Your, Insured

The person or persons, members club or company named in the schedule as the insured.

General conditions

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

1. Reasonable precautions

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

- a) take all reasonable precautions to prevent or minimise loss, destruction, damage, accident or injury;
- b) maintain the Venue, machinery, equipment and furnishings in a good state of repair;
- c) exercise care in the selection and supervision of Employees and;
- d) comply with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons.

2. Change of risk or interest

This Policy shall cease to be in force if:

- a) the Insured's interest in the Event ends, other than by death;
- b) the Event is to be wound up or carried on by a liquidator or receiver or permanently discontinued; or
- c) any alteration be made either in the Event or at the Venue or in any property therein or in any other circumstances whereby the risk is increased.

3. Cancellation

a. Your cancellation rights

- i) This Policy may be cancelled by You within 14 days of receipt of this Policy (this is known as the "cooling off" period). If You elect to cancel within this period then You must return all Policy documentation to the broker, intermediary or agent, who must return such documentation to Us before the Event Date and We will refund the full amount of premium paid by You. If a claim has been made or an incident notified to Us that could give rise to a claim during the "cooling off" period, this Policy will be treated by Us as in force and no refund of premium will be made. No refund of any part of the premium can be made after the expiry of the 14 day cooling off period.

b. Our cancellation rights

- i) We may cancel this Policy or any section of it, at any time and in any Period of Insurance by giving a minimum of 14 days' notice to You at Your last known address.
- ii) If We cancel this Policy then You will be entitled to a proportionate refund of premium (based on the number of days remaining in the Period of Insurance) unless a claim has been made (or an incident notified to Us that could give rise to a claim) during the Period of Insurance when no refund of premium will be made. In relation to cancellation in any of the circumstances outlined above, You shall immediately return to Us any effective Certificate(s) of Employers Liability Insurance. The total amount refunded to the Insured will be calculated by Us in accordance with the process set out above. The calculation made by Us will be final and binding.

4. Choice of law

The parties to an insurance contract are free to choose the law that will apply. In the absence of a specific agreement between the Insurers and You, the law applying to this Policy is English law and (except where this Policy specifically sets out a different position) the courts of England and Wales shall have jurisdiction to settle any dispute or claim that arises out of or in connection with this Policy.

5. Contracts (Rights of Third Parties) Act 1999

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

Claims conditions

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

1. Action by the Insured

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

- a) immediately notify Us on the happening of any incident which could result in a claim under this Policy;
- b) immediately notify Us of, and deliver to Us at Your own expense, a claim with such detailed particulars and proofs as may reasonably be required by Us and (if demanded by Us) a statutory declaration of the truth of the claim and any matters connected therewith, within:
 - i) 7 days of the event giving rise to the claim, in the case of loss, destruction, damage, accident or injury caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons;
 - ii) 30 days of the event giving rise to the claim in the case of any other claim, or such further time as We may allow; and notwithstanding items (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 or receipt;
- c) give immediate notification to the police in respect of:
 - i) vandalism;
 - ii) theft or any attempt thereat; or
 - iii) loss of money by any cause whatsoever in relation to this Policy;
- d) make no admission of liability, or offer, promise or payment, without Our written consent;
- e) inform Us immediately of any impending prosecution, indictment or fatal accident enquiry or civil proceedings and send to Us immediately every relevant document; and
- f) produce to Us such books of account or other business books or documents or such other proofs as may reasonably be required by Us for investigating or verifying the claim;
- g) take all practicable steps to recover property lost and otherwise minimise the claim.

2. The rights of the Insurer

We shall be entitled:

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

- b) at Our discretion to take over and conduct in the name of the Insured (or any other person) the defence or settlement of any claim and to prosecute at Our own expense and for Our own benefit any claim for indemnity or damages against any other persons in respect of any risk insured by this Policy and the Insured shall give all information and assistance required by Us
- c) to any property for the loss of which a claim is paid under this Policy and the Insured shall execute all such assignments and assurances of such property as may be reasonably required, but the Insured shall not be entitled to abandon any property to Us; and
- d) in the event of any Occurrence (as defined in section 1 Public Liability section 2 Employers' Liability of this Policy respectively resulting in any claim(s) under sections 1 and/or 2 of this Policy respectively, to pay to the Insured the amount of the Indemnity Limit (as defined in sections 1, 2, of this Policy respectively) for such Occurrence (less any sums already paid as damages in respect of such Occurrence and, in respect of section 2 of this Policy, less costs and expenses incurred before the date of payment) or any lesser amount for which the claim(s) can be settled. After such payment We shall have no further responsibility in connection with such claim(s), except in respect of section 1, of this Policy for costs and expenses incurred before the date of payment.

3. Fraudulent claims

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

4. Conditions precedent

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

Claims conditions continued

OTHER POLICY CONDITIONS

5. Subrogation

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

6. Other insurances

Unless otherwise stated in this **Policy**

- a) If at the time of any occurrence, incident, loss, destruction, damage, accident or injury, which gives rise to a claim, there is any other insurance effected by or on behalf of the **Insured** applicable to such occurrence, incident, loss, destruction or damage, the liability of the **Insurer** shall be limited to its rateable proportion thereof; and
- b) If any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this **Policy**, whether in whole or in part or from contributing rateably, **Our** liability hereunder shall be limited to any excess beyond the amount which would have been payable under such other insurance had this **Policy** not been effected.

7. Arbitration

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

General exclusions

Applicable to all sections

Your Policy is subject to exclusions and these tell **You** what is not covered. The general exclusions are set out below and apply to **Your Policy** as a whole. There are also specific exclusions under each section of cover under the heading 'What is not covered'.

1. Radioactive Contamination Exclusion

We will not cover any claims directly or indirectly caused by or contributed to by, or resulting or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Under Employer's Liability this exclusion will only apply to:

- (a) **Liability** assumed by agreement;
- (b) the legal liability of any Principal responsible for the **Venue** or the organisation of the **Event**.

The following Exclusions apply to all sections other than section 2 Employer's Liability.

2. War Risk Exclusion

We will not cover:

- (a) any claims caused by or happening through **War** (invasion, act of foreign enemy hostilities (whether **War** is declared or not), **Civil War**, rebellion, revolution, insurrection or military or usurped power;
- (b) confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

3. Terrorism Exclusion

We will not cover **You** for any loss, damage, legal liability, cost or expense directly or indirectly caused by or resulting from or in connection with **Terrorism**.

4. Date Recognition Exclusion

We will not cover **You** for any loss or damage to property insured directly or indirectly caused by, contributed to, or arising from the failure of equipment (including hardware and software) to correctly recognise any given date, or to process data, or to operate properly, due to failure to recognise any given date.

We will not cover **You** for any loss, damage, legal liability, cost or expense arising out of failure of electronic, electromechanical data processing or electronically controlled equipment or electronic data, to correctly recognise any given date, or to process data, or to operate properly due to failure to recognise any given date.

5. Punitive, exemplary or aggravated damages

We shall not provide indemnity under this insurance against any sums **You** are legally liable to pay which are expressed to be punitive, exemplary or aggravated damages by a Court of Law.

Cover

Section 1

Public Liability

The schedule will state whether this section is insured or not insured

WHAT IS COVERED

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

- a) accidental **Bodily Injury** to any person other than an **Employee**
- b) accidental loss of or damage to material property, not belonging to You
- c) accidental obstruction, trespass, nuisance or interference with any right of way, air light, water or other easement or false imprisonment

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

WHAT IS NOT COVERED

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

1. This section does not cover legal liability arising from:
 - a) the sale or supply, including repair, packaging or labeling, erection, alteration, treatment, installation, processing, manufacture, testing, servicing, hiring out, storing or transportation of goods other than food and drink supplied by You for consumption at the **Event**
 - b) loss of or damage to property held in trust by You or under Your custody or control but this exclusion shall not apply to the personal effects of any **Employee**
 - c) the ownership, possession or use by You or on Your behalf of any motor vehicle, trailer or mobile machine or plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation
 - d) any aircraft or other aerial device, watercraft or hovercraft which You own or which is in Your custody or under Your control
 - e) professional or other advice, design, specification or treatment or the failure to provide such advice, design, specification or treatment or professional negligence or malpractice of any kind other than first aid facilities at the **Event**
 - 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

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

- a) **Bodily Injury** to any person or loss of or damage to property, caused by or arising from a **Dangerous Activity**
- b) **Bodily Injury** caused by or arising from actual or attempted, physical contact with or challenge to any participant, intended or unintended, in the course of any sports or competitive activity organised by You or on Your behalf or for which You are responsible
- c) any liability assumed by You by agreement
- d) any willful or malicious act or any act of vandalism resulting in damage to or to the **Venue**
- e) any liability arising from the effects of any alcoholic or illegal substances including prescribed drugs
- f) damage to the ground and/or underground services at the **Venue**
- g) loss or damage caused by the defective erection, use or dismantlement by You or on Your behalf of any staging, marquee or temporary structures
- h) the public handling of animals

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

EXTENSIONS

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

1. We will provide insurance in respect of Your legal liability for loss of or damage to the buildings or contents at the **Venue** hired for the purpose of conducting the **Event**, but not if the terms of any hire agreement make You responsible for or require You to insure against such loss or damage at the **Venue**, unless You would have been liable without such agreement
2. If You enter into any contract or agreement with a Principal responsible for the **Venue** or the organisation of the **Event** We will, if the contract or agreement so requires, and at Your request, provide insurance in the terms of this **Policy** in respect of claims brought against such Principal, caused by Your negligence and arising in connection with the **Event**, provided that the Principal shall observe, fulfil and be subject to the terms, provisions and conditions of the section insofar as they apply
3. If You are a members club then in the **Event** of one of Your members making a claim against another member of Your club both members having paid the requisite fee and holding a valid membership card issued by You, the cover under this section will apply as if a separate **Policy** had been issued to each member

COVER continued

CONDITIONS APPLICABLE TO THIS SECTION

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

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

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

Section 2

Employer's Liability

The schedule will state whether this section is insured or not insured.

WHAT IS COVERED

We will pay damages and claimants costs and expenses for which **You** are liable at law and also defence costs and expenses incurred with **Our** written consent, up to the Limit of indemnity stated against section 2 in the schedule, 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 or the Isle of Man.

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

WHAT IS NOT COVERED

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

This section does not cover legal liability:

- Required to be insured under the Compulsory Motor Insurance provisions of any Road Traffic Act legislation.
- We** will not pay more than £5,000,000 in respect of any one claim or series of claims arising out of one incident directly or indirectly caused by or contributed to by or arising from **War**, **Civil War**, **Terrorism** or **Political Risk**.

Section 3

Event Equipment

The schedule will state whether this section is insured or not insured.

WHAT IS COVERED

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

- at the **Venue**; or
- in transit to or from the **Venue** within the **Geographical Limits**.

WHAT IS NOT COVERED

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

This section does not cover:

- theft or attempted theft at any **Venue** unless involving forcible or violent entry to or exit from a building or secured site;
- theft of **Event Equipment** whilst in transit and contained in a vehicle used by or on **Your** behalf unless either:
 - You** or the person in charge of the vehicle is guarding it in such a way as to have reasonable prospect of preventing loss or damage; or
 - such vehicle is contained in a locked building or secured site;
- damage caused by wear and tear, inherent defects or atmospheric or climatic conditions;
- damage caused by electrical or mechanical breakdown;
- damage caused by cleaning, dyeing, repair or restoration;
- Event Equipment** being confiscated or detained by any government, public or police authority;
- damage caused by strikers, locked out workers or persons taking part in labour disturbances;
- mobile telephones, jewellery (other than costume jewellery), items of clothing (other than costumes), whether owned, borrowed or hired;
- any wilful or malicious act, or any act of vandalism;
- county castles and other inflatable play equipment;
- inventory or stocktaking shortages or unexplained disappearance or discrepancy;
- cash or money in excess of £2,500;
- loss or damage caused by the defective erection, use or dismantlement by **You** or on **Your** behalf of any staging, marquees or temporary structures;
- the first amount of each and every claim, stated in the schedule as the **Excess**.

Cover continued

SETTLING CLAIMS

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

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

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

AVERAGE

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

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

Section 4

Cancellation, Abandonment or Postponement
excluding Adverse Weather Conditions

The schedule will state whether this section is insured or not insured.

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

WHAT IS COVERED

Part 1 – Cancellation, Abandonment or Postponement

We will pay up to the Limit of Indemnity stated against section 4 in the schedule, any irrecoverable costs or expenses (less any income **You** have received from any source in connection with the staging of the **Event** which have been or will be incurred by **You** in connection with the **Event** following **Cancellation, Abandonment or Postponement** occurring at any time during the **Period of Insurance** provided that **Cancellation, Abandonment or Postponement** shall apply to the whole **Event** and arises from any cause beyond **Your** control or the control of any organiser or sponsor or financial supporter of the **Event** or any other party who performs or would perform any essential function needed for the successful fulfilment of the **Event**.

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

Part 2 – Rearrangement

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

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

WHAT IS NOT COVERED

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

This section does not cover:

- (a) circumstances likely to cause **Cancellation, Abandonment or Postponement** of the **Event** which were known to **You** prior to and/or at the commencement of this insurance;
- (b) claims arising directly or indirectly from incident or **Adverse Weather**;
- (c) **Your** failure to make all necessary arrangements for the successful fulfilment of the **Event** in a reasonable and timely manner;
- (d) the withdrawal, insufficiency or lack of funds however caused;
- (e) lack of or inadequate receipts, sales or profits, or the financial failure of any fund raising venture on which the **Event** is reliant;
- (f) lack of or inadequate attendance, or insufficient interest, response or support prior to the **Event**;
- (g) industrial action or labour disputes existing or threatened prior to the commencement of this insurance, whether known to **You** or not, unless the opening date of the **Event** is more than 90 days after the commencement of this insurance;
- (h) the non appearance of delegates, visitors, exhibitors, guests or key speakers because of state affairs or government matters;
- (i) court incurring, death of a member of the royal family or head of state;
- (j) circumstances arising through or as a result of orders or restrictions imposed by the local authorities, the police, fire or ambulance service;
- (k) **Cancellation, Abandonment or Postponement** of an **Event** following the death, injury or illness of any party over the age of 75 years unless otherwise agreed by **Us** and acknowledged by a specific endorsement to this **Policy**;
- (l) the failure of any supplier where booking arrangements are not confirmed in writing;
- (m) any contractual breach by **You**;

Cover continued

- n) **Cancellation, Abandonment or Postponement** directly or indirectly arising from any communicable disease which leads to
- i) the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency;
 - ii) any travel advisory or warning being issued by a national or international body or agency;
- and in respect of i) or ii) above any fear or threat thereof (whether actual or perceived);
- o) **Cancellation, Abandonment or Postponement** directly or indirectly caused by, resulting from or in any connection with any action taken in controlling, preventing, suppressing or in any way relating to
- i) influenza A (H5N1) (also known as 'avian flu' or 'bird flu');
 - ii) any strain, virus, complex or syndrome that is related to influenza A (H5N1);
- and in respect of i) and ii) above any fear or threat thereof (whether actual or perceived);

Section 5

Cancellation, Abandonment or Postponement including Adverse Weather Conditions

The schedule will state whether this section is insured or not insured

Cover under this section starts from the issue date shown in Your schedule or the date the **Event** is booked, whichever is the latter

WHAT IS COVERED

Part 1 – Cancellation, Abandonment or Postponement

We will pay, up to the Limit of indemnity stated against section 5 in the schedule, any irrecoverable costs or expenses (less any income You have received from any source in connection with the staging of the **Event**) which have been or will be incurred by You in connection with the **Event** following **Cancellation, Abandonment or Postponement** occurring at any time during the **Period of Insurance** provided that **Cancellation, Abandonment or Postponement** shall apply to the whole **Event** and arises from any cause beyond Your control, or the control of any organiser or sponsor or financial supporter of the **Event** or any other party who performs or would perform any essential function needed for the successful fulfilment of the **Event**

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

Part 2 – Rearrangement

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

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

WHAT IS NOT COVERED

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

This section does not cover

- (a) circumstances likely to cause **Cancellation, Abandonment or Postponement** of the **Event** which were known to You prior to and/or at the commencement of this insurance;
- (b) Your failure to make all necessary arrangements for the successful fulfilment of the **Event** in a reasonable and timely manner;
- (c) the withdrawal, insufficiency or lack of finance however caused;
- (d) lack of or inadequate receipts, sales or profits, or the financial failure of any fund raising venture on which the **Event** is reliant;
- (e) lack of or inadequate attendance, or insufficient interest, response or support prior to the **Event**;
- (f) industrial action or labour disputes, existing or threatened prior to the commencement of this insurance, whether known to You or not unless the opening date of the **Event** is more than 90 days after the commencement of this insurance;
- (g) the non-appearance of delegates, visitors, exhibitors, guests or key speakers because of state affairs or government matters;
- (h) court mourning, death of a member of the royal family or head of state;
- (i) circumstances arising through or as a result of orders or restrictions imposed by the local authorities, the police, fire or ambulance service;
- (j) **Cancellation, Abandonment or Postponement** of an **Event** following the death, injury or illness of any party over the age of 75 years unless otherwise agreed by Us and acknowledged by a specific endorsement to this Policy;
- (k) the failure of any supplier, where booking arrangements are not confirmed in writing;
- (l) any contractual breach by You;
- (m) **Cancellation, Abandonment or Postponement** directly or indirectly arising from any communicable disease which leads to
 - i) the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency;
 - ii) any travel advisory or warning being issued by a national or international body or agency;
 and in respect of i) or ii) above any fear or threat thereof (whether actual or perceived);

Cover continued

- iii. **Cancellation, Abandonment or Postponement** directly or indirectly caused by, resulting from or in any connection with any action taken in controlling, preventing, suppressing or in any way relating to:
 - (i) influenza A (HN51) (also known as avian flu, or bird flu),
 - (ii) any strain, virus, complex or syndrome that is related to influenza A (HN51),and in respect of (i) and (ii) above any fear or threat thereof (whether actual or perceived).
- iv. claims arising through **Adverse Weather** conditions where the **Policy** was purchased within 14 days of the **Event Date**.

Important information

The Insured's right to cancel

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

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

Instalments – Consumer Credit Agreement

NIG does not offer an instalment facility under this **Policy**.

How to make a claim

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

Event Insurance Services Ltd Claims Services

FREEPOST

Ringwood

Hants

BH24 1AJ

Tel: 01425 470360 (9.00am – 5.30pm Monday – Friday)

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

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

CLAIMS AND UNDERWRITING EXCHANGE REGISTER AND DATA PROTECTION NOTICE

In order to supply **Your** quotation and then to set up and administer **Your** insurance **Policy** **Insurers** will hold and use information including sensitive personal data (such as criminal convictions and health information) **You** have provided and may send (in confidence for secure processing) to other companies acting on their instructions including those located outside the European Economic Area.

Insurers may also share **Your** information and any subsequent claim information with other **Insurers** via the Claims and Underwriting Exchange Register run by Insurance Database Services Ltd to check insurance details and prevent fraudulent claims. By purchasing this **Policy** **You** consent to such use of **Your** personal data.

HOW TO COMPLAIN

Making Your Complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **You** are dealing with.

If **Your** complaint relates to **Your Policy**, please contact the agent where it was bought or contact Event Insurance Services.

If **Your** complaint relates to a claim on **Your Policy**, please contact the department dealing with **Your** claim.

If Event Insurance Services is unable to resolve **Your** complaint then they will refer it to NIG.

The Chief Executive NIG

Churchill Court,
Westmoreland Road,
Bromley
BR1 1DP

When **You** make contact please tell **Us** the following information:

- **Your name, address and postcode, telephone number and e-mail address (if You have one).**
- **Your Policy and/or claim number, and the type of Policy You hold.**
- **The name of Your insurance agent/firm (if applicable).**
- **The reason for Your complaint.**

Telephone contact is often the most effective way to resolve complaints quickly.

Any written correspondence should be headed '**COMPLAINT**' and **You** may include copies of supporting material.

Once **You** receive a written response and if **You** remain dissatisfied **You** may refer **Your** complaint to the Financial Ombudsman Service (FOS). Their address is:

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR

Tel: 0800 023 4567 or 0300 123 9123

Details about Our Regulator

NIG policies are underwritten by U.K. Insurance Limited, who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms, can be visited at www.fca.org.uk or the Financial Conduct Authority can be contacted on 0845 606 1234. The Prudential Regulation Authority website can be visited at www.bankofengland.co.uk/pr or the Prudential Regulation Authority can be contacted on 020 7601 4878.

Under the Financial Services and Markets Act 2000, should **We** be unable to meet **Our** liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

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

The Event Insurance Policy is provided by NIG.

NIG policies are underwritten by:

U.K. Insurance Limited
The Wharf
Neville Street
Leeds LS1 4AZ

Company No. 11 19980. U.K. Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.



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

T 01425 470380
F 01425 174905
E info@events-insurance.co.uk
www.events-insurance.co.uk