



INSIGNIA
underwriting

Event Insurance

Policy Wording

Contents

Introduction	3
Definitions	4
Section A – Public Liability	6
Section B – Employers’ Liability	7
Section C – Event Equipment/Stock	8
Section D – Cancellation, Abandonment or Postponement (excluding Adverse Weather Conditions)	9
Section E – Cancellation, Abandonment or Postponement (including Adverse Weather Conditions)	10
Section F – Event Money	11
Cooling Off Period	12
Cancellation During Period of Insurance	12
Peace of Mind	12
Data Protection	12
Language Used	12
Law Applicable to This Policy	12
How to Make a Claim	12
Claim Conditions	13
Policy Conditions	13
Policy Exclusions	14
Our Service to You	16

Introduction

This **Policy** wording, together with **Your** schedule and any **endorsement(s)** applied to **Your** schedule forms **Your** Insurance **Policy** and sets out the conditions of the contract of insurance between **You** and **Us**.

Please read **Your Policy** wording carefully and keep it, together with **Your** schedule, in a safe place.

- **You** should understand what the insurance covers and does not cover
- **You** should understand **Your** duties under the insurance, as the Policyholder

Please contact Insignia Underwriting if this **Policy** wording is not correct or **You** would like to ask any questions.

Duty of Fair Presentation

1. The **Insured** must make a fair presentation of the risk to the **Insurer**, in accordance with Section 3 of the Insurance Act 2015. In summary, the **Insured** must:
 - a) Disclose to the **Insurer** every material circumstance which the **Insured** knows or ought to know. Failing that, the **Insured** must give the **Insurer** sufficient information to put a prudent **Insurer** on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent **Insurer** as to whether to accept the risk, or the terms of the insurance (including premium);
 - b) Make the disclosure in clause 1.(a) above in a reasonably clear and accessible way; and
 - c) Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.
2. For the purposes of clause 1.(a) above, the **Insured** is expected to know the following:
 - a) If the **Insured** is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.
 - b) If the **Insured** is not an individual, what is known to anybody who is part of the Insured's senior management; or anybody who is responsible for arranging the **Insured's** insurance.
 - c) Whether the **Insured** is an individual or not, what should reasonably have been revealed by a reasonable search of information available to the **Insured**. The information may be held within the **Insured's** organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If the **Insured** is insuring subsidiaries, affiliates or other parties, the **Insurer** expects that the **Insured** will have included them in its enquiries, and that the **Insured** will inform the **Insurer** if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.

Definitions

Wherever the following words or phrases appear in this policy wording, they will have the meaning shown below:

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**.

Asbestos Risks

- a) the mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos or,
- b) exposure to asbestos, asbestos fibres or materials containing asbestos,
- c) the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.

Bodily Injury

Death, **bodily injury**, illness or disease.

Cancellation

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

Dangerous Activity

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

- (a) fireworks or bonfires,
- (b) inflatable play equipment,
- (c) fairground rides or mechanical or electrical rides of any kind,
- (d) ballooning or flying of any description,
- (e) quad bikes, go-karts 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) it's a knockout competition,
- (i) persons riding on animals,
- (j) canoeing, sailing or the use of water craft,
- (k) shooting ranges for guns or archery,
- (l) pyrotechnical devices.

Employee

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

Endorsement(s)

A change to the terms of the **Policy** as shown under **Endorsements** in the Schedule.

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/Stock

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. Stock includes materials in trade, work in progress and finished goods intended for sale or display.

Excess

The amount **You** must pay as the first part of each and every claim made.

Geographical Limits

Anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and any Country Endorsed in the Schedule.

Period of Insurance

The period shown in the schedule.

Policy

The **policy** and schedule and any **endorsement(s)** attached or issued.

Pollution or Contamination

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

Postponement

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

Terrorism

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

Venue

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

War, Civil War or Political Risk

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

We, Our, Us, Insurers

Arch Insurance Company (Europe) Limited, its staff and designated agents.

You, Your, Insured

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

Section A – 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 A 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 labelling, erection, alteration, treatment, installation, processing, manufacture, testing, servicing, hiring out, storing or transportation) of goods other than food and drink supplied by **You** for consumption at the **Event**;
 - (b) loss of or damage to property held in trust by **You** or under **Your** custody or control (but this exclusion shall not apply to the personal effects of any **Employee**);
 - (c) the ownership, possession or use by **You** or on **Your** behalf of any motor vehicle, trailer or mobile machine or plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation;
 - (d) 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 wilful or malicious act or any act of vandalism resulting in damage at or to the **Venue**;
 - (e) any liability arising from the effects of any alcoholic or illegal substance 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, marquees 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.

CONDITIONS APPLICABLE TO THIS SECTION

If the **Insured** breaches a warranty or condition in this insurance contract, the **Insurer's** liability under the contract shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The **Insurer** will have no liability to the **Insured** for any loss which occurs, or which is attributable to something happening, during the period when the **Insurer's** liability is suspended.

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

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

Section B – Employers' 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 B 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:

1. Required to be insured under the Compulsory Motor Insurance provisions of any Road Traffic Act legislation.
2. **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 C – Event Equipment/Stock

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

WHAT IS COVERED

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

- (a) at the **Venue** or,
- (b) in transit to or from the **Venue** within the **Geographical Limits**;
and in respect of stock;
- (c) the value of the property at the time of its destruction or the amount of the damage.

WHAT IS NOT COVERED

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

This section does not cover:

- (a) theft or attempted theft at any **Venue** unless involving forcible or violent entry to or exit from a building or secured site,
- (b) theft of **Event Equipment/Stock** whilst in transit and contained in a vehicle used by or on **Your** behalf unless either:
 - i) **You** or the person in charge of the vehicle is guarding it in such a way as to have reasonable prospect of preventing loss or damage or,
 - ii) such vehicle is contained in a locked building or secured site,
- (c) damage caused by wear and tear, inherent defects or atmospheric or climatic conditions,
- (d) damage caused by electrical or mechanical breakdown,
- (e) damage caused by cleaning, dyeing, repair or restoration,
- (f) **Event Equipment/Stock** being confiscated or detained by any government, public or police authority,
- (g) damage caused by strikers, locked out workers or persons taking part in labour disturbances,
- (h) mobile telephones, jewellery (other than costume jewellery), items of clothing (other than costumes), whether owned, borrowed or hired,
- (i) any wilful or malicious act, or any act of vandalism,
- (j) bouncy castles and other inflatable play equipment,
- (k) loss or damage caused by the defective erection, use or dismantlement by **You** or on **Your** behalf of any staging, marquees or temporary structures,
- (l) the first amount of each and every claim, stated in the schedule as the **Excess**;
- (m) **Stock** carried by or dispatched by the Insured for hire or reward;
- (n) damage to **Stock** arising as a result of packing which was inadequate to withstand normal handling during transit.

Section D – Cancellation, Abandonment or Postponement (excluding Adverse Weather Conditions)

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

WHAT IS COVERED

Part 1 – Cancellation, Abandonment or Postponement

We will pay, up to the Limit of Indemnity stated against section D 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.

Part 3 – Court Mourning

We will pay, up to the Limit of Indemnity stated against section D 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 the death of a member of the royal family or head of state up to and including the age of 80 years.

We will not pay more than the sum insured shown under section D of the schedule in respect of claims arising under any or all of Part 1, Part 2 and Part 3 of section D.

WHAT IS NOT COVERED

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

This section does not cover:

- (a) circumstances likely to cause **Cancellation, Abandonment** or **Postponement** of the **Event**, which were known to **You** prior to and/or at the commencement of this insurance,
- (b) claims arising directly or indirectly from inclement or **Adverse Weather**,
- (c) **Your** failure to make all necessary arrangements for the successful fulfilment of the **Event** in a reasonable and timely manner,
- (d) the withdrawal, insufficiency or lack of finance however caused,
- (e) lack of or inadequate receipts, sales or profits, or the financial failure of any fund raising venture on which the **Event** is reliant,
- (f) lack of or inadequate attendance, or insufficient interest, response or support prior to the **Event**,
- (g) industrial action or labour disputes, existing or threatened prior to the commencement of this insurance, whether known to **You** or not, unless the opening date of the **Event** is more than 90 days after the commencement of this insurance,
- (h) the non-appearance of delegates, visitors, exhibitors, guests or key speakers because of state affairs or government matters,
- (i) 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 80 years unless otherwise agreed by **Us** and acknowledged by a specific **endorsement** to this **Policy**,
- (k) the failure of any supplier where booking arrangements are not confirmed in writing,
- (l) any contractual breach by **You**,
- (m) **Cancellation, Abandonment** or **Postponement** directly or indirectly arising from any communicable disease which leads to:
 - i) the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency,
 - ii) any travel advisory or warning being issued by a national or international body or agency, and in respect of i) or ii) above any fear or threat thereof (whether actual or perceived),
- (n) **Cancellation, Abandonment** or **Postponement** directly or indirectly caused by, resulting from or in any connection with any action taken in controlling, preventing, suppressing or in any way relating to:
 - i) influenza A (HN51) (also known as "avian flu" or "bird flu");
 - ii) any strain, virus, complex or syndrome that is related to influenza A (HN51);and in respect of i) and ii) above any fear or threat thereof (whether actual or perceived),

Section E – Cancellation, Abandonment or Postponement (including Adverse Weather Conditions)

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

WHAT IS COVERED

Part 1 – Cancellation, Abandonment or Postponement

We will pay, up to the Limit of Indemnity stated against section E 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.

Part 3 – Court Mourning

We will pay, up to the Limit of Indemnity stated against section E 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 the death of a member of the royal family or head of state up to and including the age of 80 years.

We will not pay more than the sum insured shown under section E of the schedule in respect of claims arising under any or all of Part 1, Part 2 and Part 3 of section E.

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) circumstances arising through or as a result of orders or restrictions imposed by the local authorities, the police, fire or ambulance service,
- (i) **Cancellation, Abandonment or Postponement** of an **Event** following the death, injury or illness of any party over the age of 80 years unless otherwise agreed by **Us** and acknowledged by a specific **endorsement** to this **Policy**,
- (j) the failure of any supplier where booking arrangements are not confirmed in writing;
- (k) any contractual breach by **You**,
- (l) **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 agencyand in respect of i) or ii) above any fear or threat thereof (whether actual or perceived);
- (m) **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);
- (n) claims arising through **Adverse Weather** conditions where the **Policy** was purchased within 14 days of the **Event** Date.

Section F – Event Money

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

WHAT IS COVERED

We will pay, up to the Limit of Indemnity stated against section G in the schedule, any irrecoverable loss of money used in connection with the **Event** and for which the Organiser is responsible:

(a) at the **Event**

We will not pay more than:

- i) £250 for loss of money left unattended unless locked in a cupboard, drawer or safe, the key to which was in the possession of the Organiser or an authorised **Employee**;
- ii) £10,000 in all

(b) in transit or in the home of the Organiser or an authorised **Employee**.

We will not pay more than £2,000 in respect of (b)

WHAT IS NOT COVERED

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

This section does not cover:

- (a) Loss resulting from a business transaction.
- (b) Consequential loss, shortage due to errors or omissions, or depreciation in value.
- (c) Loss arising from the fraud or dishonesty of the Organiser or any **Employee** or voluntary helper.
- (d) Loss following the use of a combination code, key or duplicate key unless the combination code, key or duplicate key was obtained by violence or threat of violence to its authorised holder or to a member of the holder's family.
- (e) Loss from an unattended vehicle.

Cooling Off Period

You can cancel this **Policy** by contacting Insignia Underwriting in writing to Cross Keys House, 22 Queen Street, Salisbury, Wiltshire, SP1 1EY or by calling +44 (0) 1722 597980 within 14 days of either:

- the date **you** receive **Your** insurance **Policy** or
- the start of the **Period of Insurance**, whichever is the later.

If **You** have not made any claims during the "cooling off period", **We** will refund the premium paid to **Us**.

Cancellation During Period of Insurance

You can cancel this **Policy** at any time by contacting, Insignia Underwriting in writing to Cross Keys House, 22 Queen Street, Salisbury, Wiltshire, SP1 1EY or by calling +44 (0) 1722 597980.

You may be entitled to a refund of premium for the unexpired **Period of Insurance** provided that **You** have not made a claim during the **Period of Insurance**

We can cancel this **Policy** by giving **You** 30 days' notice in writing to **Your** last known correspondence address.

You may be entitled to a refund of premium for the unexpired **Period of Insurance** provided that **You** have not made a claim during the **Period of Insurance**.

You shall immediately return to **Us** any effective Certificate(s) of Employers Liability Insurance.

Peace of Mind

Arch Insurance Company (Europe) Limited are members of the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. Information about the Compensation Scheme arrangements is available from:

FSCS: www.FSCS.org.uk

Insignia Underwriting is a trading name of Barbarus Limited who are registered in England & Wales under company number 08693210, and are authorised and regulated by the Financial Conduct Authority, authorisation number 617848.

Arch Insurance Company (Europe) Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Company is registered in England and Wales under registered no 4977362 and its registered office is at 6th Floor, Plantation Place South, 60 Great Tower Street, London, EC3R 5AZ.

Data Protection

You should understand that any information **You** have provided will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.

Language Used

The English language will be used for all communications, the contractual terms and conditions and any other information **We** are required to supply **You** before and during the contract.

Law Applicable to This Policy

Unless specifically agreed to the contrary in writing, this policy shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

How to Make a Claim

For all claims please contact Insignia Underwriting at Cross Keys House, 22 Queen Street, Salisbury SP1 1EY or by telephone +44 (0) 1722 597980 quoting the **Policy** reference shown on the Schedule.

Claim Conditions

1. Conduct of Claim

Anyone claiming under this **Policy** must give **Us** any help which **We** may reasonably ask for in connection with the claim. No property may be abandoned to **Us**. **We** will be entitled to the full conduct and control of the defence or settlement of any claim from a third party and no admission of liability may be made without **Our** written consent.

2. Fraudulent Claim

1. If **You** or anyone on **your** behalf makes a fraudulent claim under this **Policy**, **We**:
 - a) are not liable to pay the claim; and
 - b) may recover from **You** any sums **We** have paid to **You** in respect of the claim; and
 - c) May by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.
2. If **We** exercise our right under condition 1.c above:
 - a) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to liability under the **Policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
 - b) **We** need not return any of the premiums paid.

The exercise of any of the rights under section 2 above shall not affect the cover provided under the **Policy** for any other **insured** person.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

Policy Conditions

You must comply with the following conditions to have the full protection of **Your** policy. If **You** do not comply with them **We** may at **Our** option cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

1. Observance of Terms

Anyone claiming under this **Policy** must comply with its terms as far as they can apply

2. 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,
- (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.

3. Notification

You must report any loss, damage or injury to **Us** in writing as soon as reasonably possible and notify the police immediately of any loss of money or any damage or loss caused by theft, attempted theft, riot or malicious persons. **You** must send any claim by a third party or notice of any proceedings to **Us** immediately. No expense in making good damage may be incurred without **Our** written consent except for emergency repairs to prevent further loss or damage.

4. Other Insurance

If any other insurance covers the same loss, damage, liability or injury **We** will only pay **Our** rateable proportion of any claim.

5. Misrepresentation

This **Policy** can be voidable by **Us** in the event of misrepresentation, mis-description, concealment or non-disclosure of any material fact, by **You** or anybody acting on **Your** behalf. A material fact is one which may affect whether **We** agree to accept this risk or apply certain conditions knowing of the existence of such material fact. This obligation continues throughout the **Period of Insurance**.

If **You** fail to disclose information relevant to **Your Policy** or **You** make an incorrect statement to **Us** and **We** establish that this is either deliberate or reckless, **We** may terminate the **Policy** and refuse to pay all claims and need not return any of the premiums paid.

If **You** fail to disclose information relevant to **Your Policy** or **You** make an incorrect statement to **Us** that is not deliberate or reckless:

- (a) if **We** would not have entered into the **Policy** at all, **We** may terminate the **Policy** and refuse all claims, but must return the premium paid;
- (b) if **We** would have entered into the **Policy**, but on different terms (other than terms relating to the premium), the **Policy** is to be treated as if it had been entered into on those different terms from the outset, if **We** so require;
- (c) if **We** would have entered into the **Policy**, but would have charged a higher premium, **We** may reduce proportionately the amount to be paid on a claim.

If **You** are in doubt as to whether any information is relevant to **Our** assessment of **Your** risk, **You** should disclose this information to **Us**.

6. 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.

Policy Exclusions

1. Geographical Limits

This **Policy** does not insure any damage, loss, injury or liability arising outside the **Geographical Limits** as stated in the schedule. The United States of America or any territory within its jurisdiction is deemed to be outside **Geographical Limits** for the purpose of this **Policy**,

2. Unacceptable Risks

The **Policy** does not insure any loss, damage, liability or injury arising in connection with;

- (a) aerial displays including gliding, parachuting or hang-gliding;
- (b) motorised racing of any kind;
- (c) the use of any grandstand, spectator stand or similar structure provided for spectators;
- (d) abseiling, bungee jumping or bungee running.

3. Sonic Bangs

This **Policy** does not insure loss, destruction or damage occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,

4. War Risks

This **Policy** does not insure any consequence whether direct or indirect of **War**, invasion, act of foreign enemy, hostilities (whether **War** be declared or not), **Civil War**, rebellion, revolution, insurrection or military or usurped power,

5. Asbestos Risks

This **Policy** does not insure any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from risks related to **Asbestos**,

6. Nuclear Risks

The **Policy** does not insure:

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

7. Data Recognition

This **Policy** does not insure:

- (a) under Section A any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property is owned by **You** or not, and
- (b) under Section C and Section G loss or damage directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether the property is owned by **You** or not, and
- (c) under Section G loss directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether the property is owned by **You** or not:
 - i) to correctly recognise any date as its true calendar date;
 - ii) to capture save or retain and/or correctly to manipulate, interpret or process any date or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
 - iii) to capture, save, retain or correctly to process any date as a result of the operation or any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date but under Section C and Section G this will not exclude subsequent loss or damage not otherwise excluded, which itself results from an Insured Peril

8. **Terrorism**

This **Policy** does not insure loss, damage, liability, injury, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or any consequential loss in connection with:

- i) any Act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, except under Section B where **We** will not pay more than £5,000,000 (including any costs and expenses incurred) in respect of all events arising out of any one occurrence from any Acts or Act of **Terrorism**.
- ii) any action taken in controlling, preventing, suppressing or in any way relating to any Act of **Terrorism**.

For the purpose of this exclusion an Act of **Terrorism** means 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 or 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.

If **We** allege that by reason of this exclusion any loss, damage, cost of expenses is not covered by this insurance the burden of proving the contrary shall be upon **You**.

In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

9. **Sanction Limitation and Exclusion Clause**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Our Service to You

Our goal is to give excellent service to all **Our** customers but **We** recognise that things do go wrong occasionally. **We** take all complaints **We** receive seriously and aim to resolve all of **Our** customer's problems promptly.

If **You** are disappointed with any aspect of the handling of **Your** insurance **We** would encourage **You**, in the first instance, to contact the Managing Director. **You** can write or telephone using the contact details below:

Managing Director
Insignia Insurance
Cross Keys House
22 Queen Street
Salisbury
SP1 1EY

Tel: 01722 597980
Email: admin@insigniaunderwriting.co.uk

If however, **You** are not satisfied and have a complaint about **Our** service or a complaint regarding a claim, please contact:

Arch Insurance Company (Europe) Limited
5th Floor
Plantation Place South
60 Great Tower Street
London
EC3R 5AZ

Tel: 0207 621 4500
Email: complaints@archinsurance.co.uk

If **You remain** dissatisfied **You** may refer the matter at any time to the Financial Ombudsman Service, which is an independent body that arbitrates on complaints. They can be contacted at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567 or 0300 123 0123 (mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Web: financial-ombudsman.org.uk

In all communications the certificate number appearing in the Schedule should be quoted. Referral to the Financial Ombudsman Service will not affect **Your** statutory rights

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