



Event Insurance

POLICY WORDING

www.eventinsurancedirect.co.uk
01254 355 159

Insuring the UK's events



THIS IS TO CERTIFY that in accordance with the authorisation granted under **Scheme Number** 04619D to the undersigned by Ageas Insurance Limited, hereinafter referred to as “Underwriters” and in consideration of the premium specified herein.

THE UNDERWRITERS hereby agree to the extent and in the manner hereinafter provided, to indemnify the Insured against loss or damage sustained or legal liability for accidents happening during the period stated in the **schedule**, after such loss, damage or liability are proved.

PROVIDED always that:

- The liability of the Underwriters shall not exceed the limits of liability expressed in the said **schedule** or such other limits of liability as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Underwriters;
- This policy insures in respect ONLY of such of the sections hereof as are so specified in the **schedule**.

IN WITNESS whereof this policy has been signed as follows:

Underwritten by UK General Insurance Ltd on behalf of Ageas Insurance Limited.

This policy is made and accepted subject to all the provisions, conditions, warranties and exclusions set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

Arranged by David J Miller Insurance Brokers Ltd with UK General Insurance Ltd on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

David J Miller Insurance Brokers Ltd & UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

PREMIUM REFUND GUARANTEE

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to David J Miller Insurance Brokers Ltd within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending and the request is received prior to the **event date**, they will then refund **your** premium in full. Thereafter **you** may cancel the insurance cover at any time by informing David J Miller Insurance Brokers Ltd however no refund of premium will be payable.

We strongly recommend that **you** read this policy and keep it in a safe place.

If **you** have any queries over the cover provided then please call David J Miller Insurance Brokers Ltd.

LAW APPLICABLE TO THE POLICY

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

DEFINITION OF TERMS

Wherever the following words or phrases appear within this policy they will always have the same meaning and will appear in bold. Under certain sections cover will be limited, please refer to individual sections for full terms and conditions.

1. **Accidental Damage**

Sudden and unexpected damage, occurring at a specific time and caused by external means.

2. **Cancellation**

The inability to proceed with the **event** that cannot be postponed.

3. **Abandonment**

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

4. **Postponement**

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

5. **Adverse Weather**

Weather of such severity that the Health and Safety Officer in attendance at the **event** (or appropriate emergency authority) certifies that it is dangerous and irresponsible to proceed with the **event**, having consideration to life and limb of the public attending the **event**. Photographic evidence and Met Office records must support any claim following **adverse weather**.

6. **Bodily Injury**

Death or any bodily injury caused by external, violent and visible means or disease of any person.

7. **Damage to Property**

Physical loss of or injury to or destruction of tangible property including the resultant loss of use of such property.

8. **Dangerous Activities**

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. Persons riding on animals.
- i. Shooting ranges for guns or archery.
- j. Pyrotechnical devices.

9. **Event(s)**
The **event** held during the **period of insurance** either indoors, outdoors or under temporary structures as described in the policy **schedule**.
10. **Event Date(s)**
The date(s) specified in the proposal form and **schedule** for the **event(s)** to take place.
11. **Event Equipment**
Shall mean the 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.
12. **Excess**
The first amount of each claim payable by **you** as detailed on the policy **schedule** for the relevant section.
13. **Geographical Limits**
This Certificate applies to **events** taking place anywhere in the United Kingdom including The Channel Islands and the Isle of Man.
14. **Employee(s)**
- 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 to 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**.
15. **Period of Insurance**
As specifically defined on the policy **schedule**.
16. **Schedule**
The numbered document forming part of and attaching to and validating this policy wording.
17. **Terrorism**
An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone, or on behalf of, or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
18. **Venue**
The location at which the **event(s)** are to be held.
19. **We, Our, Us, Insurer**
UK General Insurance Ltd on behalf of Ageas Insurance Limited.
20. **You, Your, Yours, Insured**
The person(s), members club or company named in the **schedule** as being the organisers of the **event**.

21. Consequential Loss

Unless **we** provide cover under this insurance, any other loss, damage or additional expense following on from the **event** for which **you** are claiming is not covered. An example of such loss is costs incurred in preparing a claim or loss of earnings following **bodily injury** or illness.

WARRANTIES

You must comply with the following warranties. Please immediately review to ensure that these are fully understood and **you** can meet the warranty terms. If not please inform **us** without delay as a breach of warranty may enable **insurers** to terminate the cover with immediate effect and can result in cover not being in force from inception of the Insurance.

It is warranted that:

1. Unless specified otherwise in **your** schedule, 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**, must be required to hold third party liability insurance in their own right for the duration of the **event**, and evidence of the relevant policy, including the name of the **insurer**, the policy number and Limit of Indemnity must be recorded by **you** prior to their participation at the **event**.
2. In any contract or agreement into which **you** enter with any party, in connection with the **event**, **you** maintain **your** right to recover from that party any costs incurred by **you**, should that party be legally liable for any claim or part of a claim in connection with the **event**, and a copy of the agreement must be made available to **us** if required.

THE INSURANCE

We and **you** agree that:

You will pay the premium.

We will provide the insurance described in the policy subject to its terms and conditions in respect of any loss, damage or legal liability described in the under noted sections of cover.

The policy and the **schedule** shall be considered one document and any word or expression to which a specific meaning has been attached shall bear that meaning wherever it may appear.

Each section of cover is provided as a separate insurance and where **we** have not agreed to provide insurance to **you**, the **schedule** will show this.

PUBLIC LIABILITY

What is Insured

We will indemnify **you** up to the limit of indemnity stated in the **schedule** against any claims made against **you** by third parties (other than **employees**) for damages which **you** may become legally liable to pay arising out of **bodily injury** or **damage to property** arising out of accidents occurring during the **period of insurance** in the course of and at the insured **event**, including defence costs and expenses incurred with **our** written consent.

We will also indemnify **you** against claims arising from food or drink supplied by **you** for consumption at the **event**.

Limit of Indemnity

The maximum liability of the **insurer** payable under this section in respect of damages in respect of any one claim against the **insurer** or series of claims against the **insurer** arising out of one occurrence shall not exceed in the aggregate the limit of indemnity stated in the **schedule**.

Any costs and expenses which may be the subject of indemnity under this insurance will be payable in addition to the limit of indemnity.

Exclusions

1. This section does not cover legal liability arising from the following:
 - a. Any product other than food and drink sold or supplied in the course of an insured **event**.
 - b. 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**.
 - c. **Your** owning or using any road or rail vehicle, machine or plant which is capable of self-propulsion or any trailer or carriage attached to such a self-propelled vehicle, machine or plant, unless otherwise agreed by **us**.
 - 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 affects of any alcoholic or illegal substance including prescribed drugs.
 - f. Damage to floors, the ground and/or underground services at the **venue**.
 - g. 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).
 - h. **Bodily injury** to or death, illness or disease of any participant caused by or arising from actual or attempted physical contact or challenge, 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.
 - i. Any liability assumed by **you** by arrangement and/or agreement unless this would attach in the absence of such by arrangement and/or agreement.
 - j. Any vehicle or machine or plant which is insured for **your** benefit under a policy of motor insurance.
 - k. Any aircraft or other aerial device, watercraft or hovercraft.
 - l. 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.
 - m. Any sums **you** are legally liable to pay which are expressed to be punitive, exemplary or aggravated damages by a Court of Law.
 - n. Ownership, possession or use of any firearm or weapons of any kind
 - o. The defective erection, use or dismantlement by **you** or on **your** behalf of any staging, marquees or temporary structures.
 - p. The public handling of animals.
 - q. Liability in respect of pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident that 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. Notwithstanding anything contained herein to the contrary **our**

liability for all damages or compensation payable in respect of all pollution or contamination which is deemed to have occurred during the **period of insurance** shall not exceed in the aggregate the Limit of Indemnity shown in the **schedule** for this section.

For the purpose of this exclusion “pollution or contamination” means 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.

2. 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 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.

EMPLOYERS LIABILITY

What is Insured

We will indemnify **you** up to the limit of indemnity stated in the **schedule** against any claims made against **you** inclusive of defence costs and expenses incurred with **our** written consent for damages which **you** may become legally liable to pay arising out of accidental **bodily injury** to any **employee** occurring during the **period of the insurance** in the course of and at the insured **event**.

The indemnity provided by this section is aimed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **employees**.

However, **you** must repay to **us** all sums **we** have paid which **we** would not have been liable to pay under the terms of this insurance but for the provisions of such law.

Limit of Indemnity

The maximum liability of the **insurer** payable under this section in respect of any one claim against the **insurer** or series of claims against the **insurer** arising out of one occurrence inclusive of all costs and expenses shall not exceed in the aggregate the limit of indemnity stated in the **schedule**.

Exclusions

This section does not cover legal liability:

- a. Arising from any security work.
- b. Arising from height work in excess of 2.5 metres unless agreed by **us**.
- c. Required to be insured under the Compulsory Motor Insurance provisions of the Road Traffic Acts.

EVENT EQUIPMENT INSURANCE

What is Insured

We will indemnify **you** up to the sum insured stated in the **schedule** against accidental loss or physical damage to **event equipment** owned by **you** or for which **you** are legally liable whilst at the insured **event** or whilst in transit to or from the insured **event** within the **geographical limits** and occurring during the **period of insurance**.

Exclusions

This section does not cover:

- a. Theft or attempted theft unless involving forcible or violent entry to or exit from a building or secured site.
- b. Damage, loss or theft from unattended **venues**.
- c. Loss or theft of **event equipment** contained in vehicles used by or on behalf of the **insured** when left unattended, unless such vehicle is contained in a locked building or secured site and there is evidence of forced entry to the vehicle which is confirmed by a police report.
- d. Damage caused by electrical or mechanical breakdown.
- e. Damage caused by wear and tear, inherent defects or atmospheric or climatic conditions.
- f. Any or malicious act, or any act of vandalism.
- g. Property being confiscated or detained by any government, public or police authority.
- h. Damage caused by strikers, locked out workers or persons taking part in labour disturbances.
- i. Mobile telephones, jewellery (other than costume jewellery), items of clothing (other than costumes), whether owned, borrowed or hired.
- j. Theft, loss, malicious damage or vandalism – which has not been reported to the police within 24 hours of discovery and a crime reference number obtained.
- k. Cash or money in excess of £2,500.
- l. Inventory or stocktaking shortages or unexplained disappearance or discrepancy.
- m. Damage to flooring.
- n. Loss or damage caused by the defective erection, use or dismantlement by **you** or on **your** behalf of any staging, marquees or temporary structures.
- o. The first amount of each and every claim, stated in the **schedule** as the **excess**.

- p. Smoke damage caused by smog, agricultural or industrial work.
- q. **Accidental damage** to china, glass and other brittle items.
- r. Bouncy castles and other inflatable play equipment.

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**.

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

CANCELLATION, ABANDONMENT OR POSTPONEMENT

What Is Insured

We will pay, up to the limit of indemnity stated in the **schedule**, the irrecoverable costs and expenses less any recoveries and savings that **you** are able to make, as a sole and direct result of the **cancellation, abandonment or postponement** of the whole **event** occurring between the commencement date and expiry date of this insurance arising from any cause beyond **your** control, the control of the **event** organiser(s) or sponsor(s) or any financial supporters of the **event**.

1. This includes losses due to **adverse weather** conditions that render the fulfilment of the **event** as being dangerous and irresponsible having consideration to life and limb of the public attending the **event**; certified by the Health and Safety officer in attendance at the **event** and/or the local emergency services and supported by photographic evidence and Met Office weather records.
2. Non-appearance of any person at the **event** is included within the cover but only to the extent that **cancellation, abandonment or postponement** of the whole **event** arises due to:
 - a. The non-appearance of any pre-booked outside caterer, speaker, entertainer or musician where no suitable replacement is available.
 - b. The non-appearance of any essential staff due to **adverse weather** conditions.

Extensions

We will also pay any extra costs or expenses incurred in re-booking the **event** elsewhere, if the original **venue** is unable to hold the **event** as a result of the following causes:

1.
 - a. An outbreak of food poisoning.
 - b. A notifiable human infectious or contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS)).
 - c. Murder or suicide.
 - d. Failure of the telephone system, electricity, gas or water supplies.
 - e. Discovery of vermin or pests.
 - f. Defects in the drains or other sanitary arrangements.

2. **Damage to property** in the vicinity of the original **venue** that hinders or prevents access to the **venue**.

Exclusions

Cancellation, Abandonment or Postponement arising from:

- 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. The financial failure of any fund raising venture on which the **event** is reliant.
- c. **Your** failure to make all necessary arrangements for the successful fulfilment of the **event** in a timely manner.
- d. Lack of or inadequate response, attendance or support prior to or during the **event**.
- e. The non-appearance of delegates, visitors, exhibitors (unless specified otherwise in **your** schedule), guests or key speakers because of state affairs or government matters.
- 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. Court mourning, death of a member of the royal family or head of state.
- h. Circumstances arising through or as a result of orders or restrictions imposed by the local authorities, the police, fire or ambulance service.
- i. Any contractual breach by **you**.
- j. The failure of any supplier where booking arrangements are not confirmed in writing.
- k. **Cancellation** of an **event** following the death, injury or illness of any party over the age of 75 years unless agreed by **us**.

GENERAL EXCLUSIONS

This insurance does not cover claims arising directly or indirectly from:

1.
 - i. The failure of; or
 - ii. The fear of the failure of; or
 - iii. The inability of
Any equipment or any computer programme to recognise, interpret correctly or process any date as its true calendar date or to continue to function correctly beyond that date other than for loss, damage, expenses or **consequential loss** not otherwise excluded which itself results from the operation of an insured cause.
2. Any claims directly or indirectly caused by, occasioned by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the claim:
 - a. Act of **terrorism**; or
 - b. Nuclear detonation, reaction, nuclear radiation or contamination, howsoever such nuclear detonation, reaction, nuclear radiation or radioactive contamination may have been caused; or
 - c. War, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or

- usurped power or martial law or confiscation by order of any government or public authority; or
- d. Seizure or illegal occupation; or
 - e. Confiscation, requisition, detention, legal or illegal occupation, embargo, quarantine, or any result of any order of public or government authority which deprives **you** of the use or value of **your** property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade; or
 - f. Discharge of pollutants or contaminants, which pollutants and contaminants shall include but not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment; or
 - g. Chemical or biological release or exposure of any kind; or
 - h. Attacks by electronic means including computer hacking or the introduction of any form of computer virus; or
 - i. Threat or hoax, in the absence of physical damage due to an act of **terrorism**; or
 - j. Any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**; or
 - k. Prohibitive regulations by the government of any country.
3. Any claims arising directly or indirectly from loss or destruction of, or damage to any property whatsoever, or any loss or expense whatsoever resulting in or arising there from, or any **consequential loss** or any legal liability of whatsoever nature, directly or indirectly caused by or contributed to, or arising from:
 - a. Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning of nuclear fuel; or
 - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 4. Any claims arising directly or indirectly from **you** engaging in any illegal or criminal act.
 5. Any claims arising directly or indirectly from any **consequential loss** whatsoever (claims shall only be paid for those losses which are specifically stated under the terms of this policy).
 6. Any claims arising directly or indirectly from **your** exposure to peril. **You** must exercise care to prevent illness, injury or loss or damage to **your** property as if uninsured.
 7. Any claims which have not been proven and the amount of the claim substantiated.
 8. Alterations or variance of Insured **event(s)** without the prior approval of the Underwriters.
 9. Any communicable disease that leads to:
 - a. The imposition of quarantine or restriction in movement of people or animals by any national or international body or agency.
 - b. Any travel advisory or warning being issued by a national or international body or agency; and in respect of a or b above any fear or threat thereof (whether actual or perceived).
 10. This insurance also excludes loss 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 a communicable disease.
 - a. Influenza A (HN51) (also known as “avian flu” or “bird flu”).
 - b. Any strain, virus, complex or syndrome that is related to influenza; and in respect of a and b above.
 - c. Any strain, virus, complex or syndrome that is related to influenza.

- d. Any fear or threat thereof (whether actual or perceived).

This insurance also excludes loss directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of influenza.

CONDITIONS PRECEDENT APPLICABLE

Please take note of these conditions precedent. If these are not complied with we will not be on risk and will not be liable for any losses occurring.

It is a condition precedent to the liability of this insurance policy that the insured has:

Premium Payment

Paid the premium due or pays the premium due within an agreed period

Pre-Existing Circumstances

No knowledge at inception of any matter, fact, circumstance or incident, actual or threatened, which increases or could increase the possibility of a loss under this insurance.

Due Diligence Clause

Agreed to take precautions and at all times do and concur in doing all things necessary to avoid or diminish any loss under this insurance and generally act in a commercial and prudent fashion as if no insurance existed.

Compliance With Terms

Observed and fulfilled the terms and conditions contained herein or endorsed

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) supply accurate and complete answers to all the questions David J Miller may ask as part of **your** application for cover under the policy;
- b) to make sure that all information supplied as part of **your** application for cover is true and correct;
- c) tell David J Miller of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

GENERAL CONDITIONS APPLICABLE

The cover provided requires **you** to accept, meet or comply with the following conditions. Failure to do so may affect **your** rights under this policy and/or the settlement of any claim. The headings above each condition are to help **you** identify each separate condition.

1. **Identification**

The **schedule** is incorporated in and forms part of the policy.

2. **Cancellation**

We hope **you** are happy with the cover this policy provides. However, if after reading this policy and this insurance does not meet with **your** requirements, please return it to David J Miller Insurance Broker Ltd, within 14 (fourteen days) of issue providing no claim has been made and the request is received prior to the **event date**, **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. The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice in writing where there is a valid reason for doing so. A **cancellation** letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

3. **False or Fraudulent Claims**

If any claim under this policy is in any respect fraudulent or if any fraudulent means or devices are used by **you** or anyone acting on **your** behalf to obtain benefit under this policy or if any damage is occasioned by **your** wilful act or with **your** connivance all benefit under this policy shall be forfeited. **We** reserve the right to notify the police of any such claim.

4. **Other Insurances**

At the time of any loss, damage or liability resulting in a claim under this policy, if **you** have any other insurance covering the same loss, damage or liability, **we** will only pay **our** share of the claim.

5. **Subrogation**

We may at **our** expense take proceedings in **your** name to recover compensation from any third party in respect of any loss or damage or legal liability covered by this insurance and any amount so recovered shall belong to **us**.

6. **Under-insurance**

You must insure for the full value of all **event equipment** and property costs and expenses under sections 3 and 4. If **you** insure for less than full value, **we** will not be liable for a greater proportion of any loss covered hereunder than the sum insured bears to the full value.

7. **Maintenance and Inspection of Records**

You must maintain adequate records. **We** shall have the right to inspect, at any time, the insured property and **your** books and records relating to this insurance and to take any copies.

8. **Assignment**

This insurance shall not be assigned by **you** in whole or in part without **our** prior written consent.

MAKING A CLAIM

If **you** wish to make a claim please contact:

David J Miller Insurance Brokers Ltd Event Insurance
c/o Direct Group Liability Services
PO Box 800
Halifax
HX1 9ET

Tel: 0344 412 4260

UK General Insurance Ltd are an insurers agent and in the matters of a claim act on behalf of the insurer.

COMPLAINTS PROCEDURE

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should follow the Complaints Procedure below:

Complaints regarding:

SALE OF THE POLICY

Please contact your agent who arranged the Insurance on your behalf.

If your complaint about the sale of your policy cannot be resolved by the end of the next working day, your agent will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ
Tel: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

CLAIMS

Direct Group Ltd
Customer Relations
Quay Point,
Lakeside Boulevard,
Doncaster,
DN4 5PL
Tel: 0344 854 2072
Email: customer.relations@ryandirectgroup.co.uk

In all correspondence please state that your insurance is provided by UK General Insurance Limited and quote scheme reference 04619D

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR.
Tel: 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

COMPENSATION SCHEME

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about the compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

DATA PROTECTION ACT 1998

Please note that any information provided to **us** will be processed by **us** and **our** agents 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 third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.