



Exhibitor Insurance Scheme

PLEASE READ THIS SCHEDULE IN CONJUNCTION WITH **YOUR** POLICY WORDING. COVER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE HISCOX EXHIBITOR INSURANCE SCHEME POLICY WORDING. **You** are reminded that **you** have a duty to disclose to **us** any changes affecting this insurance or any other material fact. A material fact is one that is likely to influence the assessment or continuance of this insurance. If in doubt, please consult **us**. **You** should keep a record (including copies of letters) of all information supplied to **us** for the purpose of taking out this insurance.

Insurance details

Policy number: HUV EVT 7126310

Period of insurance: From 01 March 2008 to 28 February 2010 in respect of exhibition being held between 01 September 2008 and 28 February 2010.

Each insured exhibitor is covered for each **insured event** from the date that the premium, as shown below, is paid and ending when the property shown below has reached its final point of destination but in any event no later than 24 hours (or 72 hours if **you** are domiciled outside of the country where the **insured event** is taking place) after the conclusion of the **insured event**.

Underwritten by: Syndicate 33 at Lloyd's of London, managed by Hiscox Syndicates Limited.

Payment method: Payment by client's account.

Geographical limits: European Union, Monaco, Norway and Switzerland.

Applicable courts: England and Wales.

Insured details

Insured: Exhibitors contracted to attend the Event(s), as advised to Hiscox, organised by Fresh RM as per attached **Schedules of Insured Events**.

Registered address: Fresh RM, Gateway House,
28 The Quadrant,
Richmond, Surrey,
TW9 1DN

Correspondence address: Fresh RM, Avon House,
435 Stratford Road,
Shirley, Solihull,
West Midlands,
B90 4AA

Claims address: ICAS, Maryland House,
68 Leman Street,
London
E1 8EU

Telephone number: +44 (0)207 481 2900 or (urgent out of office hours hotline)
+44 (0)142 485 0333

Fax number: +44 (0)207 488 9765

Email address: city@ias-uk.com

Premium details

Premium payable: £64.75 including IPT per exhibitor per Event in respect of Exhibitions in the UK or to be agreed in respect of Exhibitions outside the UK.

Premium due date: Premium to be paid within thirty (30) days of invoice from Fresh RM.

Premium payment: Fresh RM are authorised to receive premiums from Insured Exhibitors. Fresh RM shall pay Hiscox in accordance with the terms of the Appointed Representative Contract with Hiscox.

Insured event(s): Exhibitions organised by Fresh RM as per attached **Schedules of Insured Events**.

Venue(s): Venues as per the attached **Schedules of Insured Events**.

Sum insured: The Sums Insured shown below apply to each and every loss occurrence.

Section A – Cancellation and abandonment

Description		Amount insured
a.	Irrecoverable expenses.	Up to £10,000
b.	Additional expenses.	Included within a. above
c.	Closure of your space.	Included within a. above
d.	Transit and travel delay.	Included within a. above
e.	Death, accident or illness of business partner.	Included within a. above

Section B – Property

Description		Amount insured
a.	Exhibits, display materials and items hired of borrowed, at or in transit to or from the insured Event.	Up to £10,000
b.	Exhibition stand or shell hired for the event. Buildings including fixtures and fittings of the venue. Hired plants used for loading and unloading during build up and breakdown of the Event.	Included within a. above
c.	In respect of any single article containing precious metals, precious stones, furs, antiques, object d'art, fine arts or other collectors' items.	£1,000 included within and not in addition to the sum insured shown in a. above.

Section C – Public liability

Description		Amount insured
a.	Liabilities for bodily injury or property damage.	£2,000,000
b.	Criminal defence costs.	£100,000
c.	Pollution and contamination costs.	£100,000

Section D – Employers' liability

Description		Amount insured
Employers' liability		£10,000,000

Section E - Deductibles

The following deductibles apply as shown below, to each and every loss occurrence:

Cover	Deductible
Cancellation deductible.	£0
Property deductible excluding laptops and plasma screen except for London, Overseas and Outdoor Venues.	£100
Property deductible excluding laptops and plasma screens for London, Overseas and Outdoor Venues.	£250
Property deductible including laptops and plasma screens.	£500



Exhibitor Insurance Scheme

Liability deductible for third party property damage.	£250
Liability deductible for bodily injury.	£0

Clauses applicable to the whole policy:

Data Protection Act

By accepting **your Policy**, you consent to **us** using the data **we** may hold about **you** for the purposes of providing insurance and handling claims, if any, and to process sensitive personal data about **you** where this is necessary (for example health information or criminal convictions).

This may mean **we** have to give some details to third parties involved in providing insurance cover. These may include insurers, third-party claims adjusters, fraud detection and prevention services and insurance regulatory authorities.

Where personal data relates to anyone other than **you**, **you** must obtain the explicit consent of the person to whom the data relates both to the disclosure of such data to us and its use by **us** as set out above.

The data provided will be treated in confidence and in compliance with the Data Protection Act 1998. **You** have the right to apply for a copy of your information (for which **we** may charge a small fee) and to have any inaccuracies corrected. For training and quality control purposes, telephone calls may be monitored or recorded.



Exhibitor Insurance Scheme

Schedule of insured events

Attaching to policy: HU EVT 7126313
Organiser: Fresh RM

Show name	Venue	Venue location	Start date	Closing date
Hospitality Week	NEC	Birmingham	19/01/2009	21/01/2009
Wine+	Olympia	London	05/02/2009	06/02/2009
ScotHot : Scottish Hospitality	SECC	Glasgow	02/03/2009	04/03/2009
IFE	ExCeL	London	15/03/2009	18/03/2009
Speciality & Fine Food Fair London	Olympia	London	06/09/2008	08/09/2008
Hotelympia	ExCeL	London	28/02/2010	04/03/2010
Hostec Europe	ExCel	London	01/03/2010	04/03/2010
IFE	ExCeL	London	13/03/2011	16/03/2011



Exhibitor Insurance Scheme

Policy wording

Introduction

Please read this insurance document, together with any endorsements and the schedule, very carefully. If anything is not correct, please return it immediately.

We will provide this insurance in return for the premium **you** have paid.

Signed for and on behalf of Hiscox Syndicates Limited:



Richard Watson

Director of Underwriting

This insurance is provided through Hiscox who are authorised by **us** to issue insurance policies on **our** behalf. The names of the individual insurers and their shares in this insurance are available from Hiscox.

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

Complaints procedure

If **you** have a complaint, please contact **your** insurance broker, if **you** have one, in the first instance.

If **you** do not have an insurance broker or if **your** complaint cannot be resolved satisfactorily by **your** insurance broker, then please contact **our** customer services team: customerservices@hiscox.com

If **you** are not satisfied with the way **your** complaint has been handled, **you** may refer the matter to the Policyholder & Market Assistance Department at Lloyd's. The contact details are:

Policyholder & Market Assistance
Lloyd's Market Services,
One Lime Street,
London EC3M 7HA

Telephone: +44 (0)20 7327 5693

Fax: +44 (0)20 7327 5225

Email: complaints@lloyds.com

You may also, in accordance with the Rules of the Financial Services Authority, be able to refer **your** complaint to the Financial Ombudsman Service without affecting **your** legal rights. Further details will be provided at the appropriate stage of the complaint process.

The following terms, definitions and exclusions apply in addition to any specific terms, definitions and exclusions within each section.

Definitions

Words shown in **bold** type have the same meaning wherever they appear in this policy.

The words defined below are used throughout this policy. Any other definitions are shown in the section to which they apply.

Insured event

The exhibition, conference, show or other event shown in the schedule.

Period of insurance

The length of time for which this insurance is in force starting from the date that the premium, as shown in the schedule, is paid and ending when the property shown in the schedule has reached its final point of destination but in any event no later than 24 hours (or 72 hours if **you** are domiciled outside of the country where the **insured event** is taking place) after the conclusion of the **insured event**.

Sum insured

The most that **we** will pay as shown in the schedule.

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.

We / us / our

Syndicate 33 at Lloyd's, managed by Hiscox Syndicates Limited.

You / your

The person or firm named as the insured in the schedule.

Basis of insurance

All information provided by **you** or **your** agent in connection with this insurance forms the basis of and is incorporated into this insurance.

If **you** have not disclosed to **us** or have misrepresented any material facts or circumstances relating to this insurance which are known by **you** or could reasonably be expected to have been known by **you**, or make any claim knowing it to be fraudulent, or in the case of any fraud or false statement, this insurance will become void from the start of this insurance.

Conditions precedent

Conditions 1.A., 2. and 3. are all conditions precedent to **our** liability. **We** will not be liable to pay any claim under this insurance unless **you** comply with all the requirements in those conditions.

Conditions

1. Claims conditions

A. **You** must:

- i. **notify** ICAS, whose contact details are shown below, as soon as reasonably possible but in no event later than 14 days after becoming aware of any circumstance which may give rise to a claim under this insurance. If **you** think a crime has been committed, **you** must also tell the police as soon as possible and obtain a crime reference number from them.

ICAS, Maryland House, 68 Leaman Street, London E1 8EU.
Telephone: +44 (0)207 481 2900 or
Out of office hours: +44 (0)1424 850 333
Fax: +44 (0)207 488 9765
Email: city@ias-uk.com;

- ii. if a claim is made, give ICAS or any agent acting on their behalf, full details as soon as reasonably possible and give them all the information and assistance that they may require and co-operate fully in the investigation or adjustment of the claim;
- iii. forward to ICAS every claim form, legal process, letter or other communication **you** receive whether written or oral if someone is holding **you** responsible for causing

General Terms and Conditions

Policy wording

- injury to a person or loss or damage to property immediately upon receipt;
- iv. not admit liability, make an offer, compromise or promise of payment or agree to settle any claim.
- B. **We** shall be entitled at **our** discretion to take over and conduct in **your** name the investigation, defence, pursuit or settlement of any claim.
- C. **We** will be entitled to pursue recovery of payments made under this insurance, in **your** name but at **our** expense, and **you** must give **us** all assistance **we** may reasonably require. **We** will not be entitled to pursue recovery of payments made under this insurance against **your** event organiser.
- D. **You** must prove **your** loss to **us** and, as soon as reasonably possible, give **us** all information and assistance which **we** may reasonably require.
2. Premium **You** must pay the premium in accordance with the written conditions of the schedule.
3. Due diligence **You** must ensure that all reasonable care and measures are taken in order to avoid or diminish a loss under this insurance including but not limited to:
- i. ensuring that any property to be exhibited or used at the **insured event** arrives in good time.
- ii. ensuring that all ground surfaces at or around **your** stand or space are checked for the removal of all tripping and/or slipping risks prior to the open date of the **insured event**.
4. Multiple insured's **Our** total liability for any loss or losses sustained by more than one of **you** under this insurance will not exceed the **sum insured** shown in this policy. **We** shall have no liability in excess of the **sum insured** whether insured losses are sustained during the **period of insurance** by all of **you** or any one or more of **you**.
5. Other insurance **We** are only liable under this insurance to the extent that any other valid insurance would fail to cover any claim if this insurance had not been issued.
6. Maintenance and inspection of records **You** must maintain adequate records. **We** shall have the right to inspect, at any reasonable time, the insured property and **your** records relating to this insurance and to take any copies **we** may require.
7. Cancellation If the period of insurance is longer than 30 days **you** have a right to cancel the policy within 14 days from the date **you** enter into the insurance contract (the date **you** pay **your** first invoice for the **Insured Event**, which includes the insurance premium) or before **you** commence **your** journey to the **insured event**, whichever is earlier.
- This insurance may not be cancelled by **us**, except that **we** may cancel this insurance if **you** do not pay the premium in accordance with the written conditions of the schedule. **We** will give **you** ten days' notice of such cancellation.
8. Law and jurisdiction Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute arising out of or relating to this insurance, including over its construction, application and validity, the dispute will only be dealt with in the courts of England.
9. Third parties Nothing in this insurance is intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Contract (Rights of Third Parties) Act 1999.

Exclusions

This insurance does not cover:

1. loss, damage or liability directly or indirectly caused by, happening through or in consequence of the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.
2. loss, damage or liability directly or indirectly caused by, happening through or in consequence of nuclear reaction, nuclear radiation or radioactive contamination.



General Terms and Conditions

Policy wording

3. loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
4. loss or damage caused by or resulting from confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
5. loss, damage or liability directly or indirectly caused by, happening through or in consequence of asbestos.
6. The deductible shown in the schedule.

Cancellation and Abandonment

Policy wording

This section is subject to the general terms and conditions and to the terms and conditions appearing below.

Definitions

Abandoned	The inability to complete any or all of the insured event(s) once commenced.
Cancelled	The inability to proceed with any or all of the insured event(s) prior to commencement.
Curtailed	The insured event having to close in whole or in part earlier than the published closing date.
Postponed	The unavoidable deferment of any or all of the insured event(s) to another time.
Relocated	The unavoidable removal of the insured event(s) to another venue .
Venue	The place(s) stated in the schedule where the insured event(s) is(are) to be held.

What is covered

Irrecoverable expenses	If the insured event is necessarily and unavoidably postponed, abandoned, cancelled, curtailed or relocated as a sole and direct result of an event occurring during the period of insurance which is entirely beyond your control, or the control of your employees or agents or the event organiser, sponsors or financial supporters we will pay your irrecoverable expenses in connection with the space you have booked at the insured event less any savings you are able to make.
Additional expenses	We will 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.
Closure of your space	We will pay your irrecoverable expenses as a result of your inability to open your stand or space due to any physical loss or damage, as insured by this policy, to the venue or to the property shown in the Schedule while at or in transit to the venue provided such damage renders such property unusable or unsuitable for the purpose originally intended.
Transit and travel delay	We will also pay your irrecoverable expenses, less any savings you are able to make, as a result of your inability to open your stand or space due to the late or non arrival of the property shown in the Schedule as a sole and direct result of an event occurring during the period of insurance which is entirely beyond your control, or the control of your employees or agents or the event organiser, sponsors or financial supporters.
Death, accident or illness of personnel	We will also pay your irrecoverable expenses, less any savings you are able to make, as a result of your inability to open your stand or space due to the death, accident or illness of you or your business partner who performs or would perform an essential function for the successful fulfillment of the insured event and for whom you are unable to find a suitable replacement.
Failure to vacate	We will pay any claim for damages for which you are legally liable under contract to pay for failing to vacate the venue at the termination date agreed with the owners or management of the venue location, as a sole and direct result of an occurrence happening during the period of the insured event , which is entirely beyond your control or the control of your employees or agents.
Sum insured	In no event will we be liable for more than the relevant sum insured .

What is not covered

This insurance does not cover losses directly or indirectly arising out of, contributed to by, or resulting from:

1. any contractual breach by **you**.
2. any act of **terrorism** including but not limited to any threat or fear of an act of **terrorism**.

This insurance also excludes loss of whatsoever nature 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 act of **terrorism**.

If **we** allege that by reason of this exclusion any loss is not covered by this insurance the burden of proving the contrary shall be upon **you**.

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

3. national or court mourning unless the death or the funeral occurs in the same country in which the **insured event** is scheduled to take place and the date of such death or funeral coincides with the date of the **insured event**.

4. a. any failure, withdrawal or inadequacy of necessary finance.
b. any financial failure of or financial default by anyone.

5. a. lack of or inadequate receipts or sales.
b. inadequate, withdrawal of or no response or support from anyone.
c. lack of or inadequate attendance or insufficient interest prior to attendance.

6. any communicable disease which 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).

If **we** allege that by reason of this exclusion, any loss is not covered by this insurance **you** will have the burden of proving the contrary.

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 a communicable disease.

7. a. influenza A (H5N1) (also known as 'avian flu' or 'bird flu'); or
b. influenza A (H1N1) (also known as 'swine flu'); or
c. any strain, virus, complex or syndrome that is related to influenza A (H5N1) or influenza A (H1N1);

and in respect of a., b. or c. above 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 A (H5N1) or influenza A (H1N1).

8. **your** lack of care, diligence or prudent behaviour, the result of which would increase the risk, and/or likelihood of a loss, hereunder.
9. adverse weather in respect of any outdoor event or **insured event** held under canvas or in a temporary structure.
10. civil commotion assuming the proportions of or amounting to a popular uprising, riot, martial law or the act of any lawfully constituted authority in the furtherance of maintaining public order.
11. pollution or contamination unless it is discovered during the period of Insurance and is a direct cause of a loss under this policy.

Conditions precedent

Signed contracts and necessary arrangements

We will not be liable to pay any claim under this insurance unless **you** comply with all the requirements in the following conditions.

You must ensure that all necessary contracts in connection with the **insured event(s)** are signed and confirmed in writing with **you** and that all necessary authorisations (which for the avoidance of doubt shall include, but not be limited to, the obtaining of licences, permits, visas, copyright and patents) are obtained in a timely manner and are valid for the period of the **insured event(s)** prior to the inception of this insurance. If **you** fail to comply with this condition **we** do not have to pay **your** claim.

Legal requirements

You must observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction. If **you** fail to comply with this condition **we** do not have to pay **your** claim.

Transit

You must ensure that all exhibits are adequately packed and secured for transit to the **insured event** and that an appropriate period of time is allowed for the exhibits to arrive at the **venue** in advance of the scheduled opening of the **insured event**. If **you** fail to comply with this condition **we** do not have to pay **your** claim.

Please also refer to the general terms, conditions, definitions and exclusions which apply in addition to any terms, conditions, definitions and exclusions specific to this section.

This section is subject to the general terms and conditions and to the terms and conditions appearing below.

What is covered

This insurance covers the following property against physical loss or physical damage occurring during the **period of insurance**:

1. The property described in the schedule which belongs to **you** or for which **you** are legally liable while at the **insured event** or while in the course of transit directly to and from the **insured event**.
2. Buildings, fixed machinery and plant, equipment used for loading and unloading during the build up or breakdown of the **insured event** and fixtures and fittings at the **venue**, all of which **you** are legally liable while at the **insured event**.

Property excluded

This insurance does not cover:

1. property which has been sold by **you**.
2. property leased, hired or rented by **you** to others after it passes out of **your** legal ownership or control
3. buildings owned or normally occupied by **you**
4. watercraft, aircraft or vehicles licensed for use on any public road other than on static display while at the **insured event**.
5. personal clothing, personal property,
6. Jewellery, watches, precious metals or stones at jewellery exhibitions or shows; furs, money, securities, deeds, evidence of debt or other valuable paper unless forming part of the **insured event** and then only up to the **sum insured** shown in the schedule.
7. any form of data.

In addition, this insurance does not cover, unless specifically agreed by **us** and shown in the schedule:

8. animals and living things of all types.
9. plants.
10. marquees or temporary structures.

What is not covered

This insurance does not cover:

1. loss or damage caused by or resulting from:
 - a. natural ageing, wear and tear, gradual deterioration, inherent defect, rust or oxidation, wet rot, dry rot or mould, spoilage, decay or decomposition, moths, insects or vermin, scratching, warping or shrinkage;
 - b. repair, cleaning, maintenance, restoration or any similar process;
 - c. aridity, humidity, exposure to light or extremes of temperature unless such loss or damage is caused by fire.
2. loss or damage from, in or on a vehicle left unattended unless the vehicle is locked and alarmed and if left overnight, kept in a secured compound.
3. loss or damage caused by exposure to weather conditions where the property insured is left in the open or not contained in buildings which are on permanent foundations and capable of secure storage.
4. loss or damage caused by theft where the property insured is left unattended. However, this exclusion shall not apply when the **venue** is closed to visitors and all security and physical protections at the **venue** are activated.

Property Damage

Policy wording

5. theft or dishonesty committed by or in collusion with any principal, shareholder (beneficial or otherwise), partner, director or other officer or any employee of **yours**, or any person to whom insured property is entrusted or loaned other than while in the custody of a common carrier.
6. electrical or mechanical fault or breakdown.
7. loss of income, loss of use, depreciation, reduction in functionality or increased cost of working.
8. loss or damage directly or indirectly caused by, happening through or in consequence of any act of **terrorism**.

This insurance also excludes loss of whatsoever nature 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 act of **terrorism**.

If **we** allege that by reason of this exclusion any loss is not covered by this insurance the burden of proving the contrary shall be upon **you**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
9. mysterious disappearance or unexplained loss.
10. loss arising from a deliberate or reckless act or omission by **you** or **your** employees or agents.
11. loss or damage caused by cessation, fluctuation or variation in, or insufficiency of water, gas or electric supplies.

Conditions

Basis of settlement

The basis upon which an insured claim will be settled is as follows:

For items which have been:

- a. lost or destroyed, **we** will pay the replacement cost new with materials of like kind and quality. If the insured property is not replaced **we** will only pay the actual cash value of such property at the time of loss taking into account the age and condition of the lost or destroyed item.
- b. damaged, **we** will pay the cost of repairing the damaged item to a condition substantially the same as but not better or more extensive than its condition when new, subject to the repairs actually being carried out. If repairs are not carried out **we** will only pay the actual cash value of such property at the time of loss taking into account the age and condition of the damaged item. In no event will **we** pay more than the replacement cost of the damaged item.

All amounts will be computed at the time of loss, and in no event will **we** be liable for more than the **sum insured**.

Please also refer to the general terms, conditions, definitions and exclusions which apply in addition to any terms, conditions, definitions and exclusions specific to this section.

This section is subject to the general terms and conditions and to the terms and conditions appearing below.

Definitions

Bodily injury	Death or any bodily or mental injury or disease.
Defence costs	Reasonable costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Virus	A piece of executable code not written or owned by you which is introduced without your authorisation or knowledge and propagates itself through your computer system or network.
Personal injury	False arrest, detention, or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods supplied to others which were sold, manufactured, repaired, installed, erected, altered, cleaned or treated by you but not food and drink supplied by way of hospitality in the course of an insured event
Damage to property	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.

What is covered

Claims against you	<p>We will indemnify you, up to the sum insured, for all sums which you shall become legally liable to pay as compensation in respect of claims made against you for:</p> <ol style="list-style-type: none">bodily injury or damage to property arising out of accidents occurring during the period of insurance in the course of and at an insured event for which indemnity is provided by this insurance;personal injury committed during the period of insurance in the course of and at an insured event for which indemnity is provided by this insurance. <p>A series of claims due to one accident will be treated as one claim.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Criminal proceedings	<p>If a criminal action is brought against you for any breach of statute or regulation directly relating to any actual or potential claim covered under this section, we will pay the defence costs incurred with our prior written consent to defend such an action against you. The most we will pay for such costs is the amount shown in the schedule.</p>

What is not covered

Property for which you are responsible	<p>A. This insurance does not provide any indemnity nor will it pay any costs in respect of any actual or alleged liability arising directly or indirectly out of:</p> <ol style="list-style-type: none">damage to property in your care custody or control or the custody of any person under contract of service with you, other than buildings, machinery, plant, fixtures and fittings for which you are legally liable while at the insured event.
Aircraft, watercraft and mechanically propelled vehicles	<ol style="list-style-type: none">the ownership, possession, maintenance or use by you or on your behalf of any aircraft or other aerial device, hovercraft, watercraft or any mechanically propelled vehicles and their trailers. <p>This does not apply to:</p> <ol style="list-style-type: none">vehicles or watercraft being used for the purposes of display, exhibition, demonstration, installation or dismantling within the confines of the venue.the loading or unloading of any vehicle off the highway.

Public Liability

Policy wording

Injury to employees	3. bodily injury to any person arising out of and in the course of their employment under a contract of service or apprenticeship with you for which compulsory insurance is required.
Employment issues	4. a refusal or failure to employ, promote or fairly compensate any person, or from supervision or failure to supervise, coercion, reassignment, discipline, defamation, harassment, intimidation, creation of a hostile work environment, humiliation or discrimination of any person.
Employment benefits	5. any act, error or omission in respect of the provision of employee benefits of any kind by you .
Workers compensation	6. any workers compensation or similar legislation.
Abuse	7. any actual or alleged sexual molestation, corporal punishment, physical or mental abuse, assault or battery or any act or omission in respect of the prevention or suppression of such sexual molestation, corporal punishment, physical or mental abuse, assault or battery.
Pollution	8. pollution or contamination unless you can prove that: <ul style="list-style-type: none"> a. the pollution or contamination is caused by a sudden, identifiable, unintended and unexpected discharge immediately following an accident occurring during the period of insurance; and b. the accident is discovered by you within 72 hours after the start of the accident and reported to us in writing no more than 14 days later; and c. the accident did not result from your intentional and willful violation of any statute, rule, ordinance or regulation. <p>However, this insurance does not cover:</p> <ul style="list-style-type: none"> i. the cost of evaluating, monitoring or controlling any seeping, polluting or contaminating substances; ii. the cost of removing, nullifying or cleaning up any such substances in, on or under property owned, leased, rented, occupied or operated by you or for which you are responsible; iii. the cost of abating or investigating any threat of seepage, pollution or contamination; iv. your liability, or the cost of complying with any obligations, under any statute, rule, ordinance or regulation. <p>We will indemnify you up to the sum insured for any such claim including defence costs, but we will not pay more than the amount shown in the schedule for the total of all defence costs arising from claims for pollution or contamination and covered in the period of insurance.</p>
Computer virus	9. transmission of a computer virus .
Professional advice	10. wrongful specification or professional advice by you where rendered to a third party for a fee.
Your products	11. your products .
Cosmetics	12. death or bodily injury resulting from the use or application of any treatment, therapy or cosmetic.
Inflatable play equipment	13. the ownership, possession or use of any inflatable play equipment including but not limited to bouncy castles, slides or rides.
Deliberate or reckless acts	14. any act or omission you , or any employee or agent of yours , deliberately or recklessly commit, condone or ignore.
Contracts	15. any contract unless you would have been liable by law if the contract had not existed.
Disease	16. transmission of any communicable disease.
Events in the USA or Canada	17. any insured event held or due to be held in the United States of America or Canada.

Public Liability

Policy wording

Known exposures	18. circumstances of which you were aware or ought objectively to have been aware before the period of insurance .
Terrorism	19. Any act of terrorism . This insurance also excludes loss of whatsoever nature 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 act of terrorism . If we allege that by reason of this exclusion any loss is not covered by this insurance or a reduced limit of cover applies under the Employers' Liability cover the burden of proving the contrary shall be upon you . In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
Fines and penalties	B. This insurance does not cover fines, penalties or punitive or exemplary damages.
Claims outside the geographical limits	C. This insurance does not cover any claim brought against you in any court, or legal proceedings in any country, outside the courts of the country shown in the schedule. This exclusion also applies to enforcement of any award or judgment in any of the courts of such countries.

How much we will pay	We will pay up to the sum insured for each claim, unless limited below. We will also pay for defence costs . However, if a payment greater than the sum insured has to be made for a claim our liability for defence costs will be limited to the same proportion that the sum insured bears to the amount paid. You must pay the deductible shown in the schedule for each claim. A series of claims due to one accident will be treated as one claim.
Special limits	For claims arising from pollution , the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs , including any claims forming part of a series of other claims regarded as one claim under this section. The most we will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against you during the period of insurance .
Paying out the limit of indemnity	At any stage we can pay you the sum insured or what remains from that amount after any earlier payment. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for those claims or their defence costs .

This section is subject to the general terms and conditions and to the terms and conditions appearing below.

Definitions

Bodily injury	Death or any bodily or mental injury or disease.
Defence costs	Reasonable costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Employee	Any person working for you in connection with your business who is: <ul style="list-style-type: none"> a. employed by you under a contract of service or apprenticeship; b. hired to or borrowed by you; c. self-employed and working on a labour only basis under your control or supervision; d. engaged by labour only sub contractors; e. a labour master or a person supplied by him; f. engaged under a work experience or training scheme; g. a voluntary helper.

What is covered

Claims against you	<p>We will indemnify you, up to the sum insured, for all sums which you shall become legally liable to pay as compensation in respect of claims made against you by any employee for bodily injury arising out of accidents occurring during the period of insurance in the course of and at an insured event for which indemnity is provided by this insurance.</p> <p>A series of claims due to one accident will be treated as one claim.</p> <p>The amount we pay will include defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Criminal proceedings	<p>If a criminal action is brought against you for any breach of statute or regulation directly relating to any actual or potential claim covered under this section, we will pay the defence costs incurred with our prior written consent to defend such an action against you. The most we will pay for such costs is the amount shown in the schedule.</p>

What is not covered

Deliberate or reckless acts	<p>A. This insurance does not provide any indemnity nor will it pay any costs in respect of any actual or alleged liability arising directly or indirectly out of:</p> <ol style="list-style-type: none"> 1. any act, breach or omission you deliberately or recklessly commit, condone or ignore.
Offshore	<ol style="list-style-type: none"> 2. any bodily injury caused to any of your employees while they are offshore. An employee is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform.
Road traffic	<ol style="list-style-type: none"> 3. any bodily injury to any employee while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where you are entitled to indemnity from any other source.
Stand erection	<ol style="list-style-type: none"> 4. the erection, installation or dismantling of any stand or exhibition equipment or exhibit more than 3 metres in height from floor level.
Events outside of Europe	<ol style="list-style-type: none"> 5. Any insured event held outside of Europe.
Claims outside the geographical limits	<p>B. This insurance does not cover any claim brought against you in any court, or legal proceedings in any country, outside the courts of the country shown in the schedule.</p> <p>This exclusion also applies to enforcement of any award or judgment in any of the courts of such countries.</p>



Employers' Liability

Policy wording

Compulsory insurance clause

We agree to provide indemnity against the sums **you** have paid in compensation in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** but **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.

This document contains important information. Please read it carefully.

It sets out a statement of the terms of business on which we agree to act for you as our client and contains details of our regulatory and statutory responsibilities under the supervision of the Financial Services Authority.

This agreement will supersede any agreement previously in force. Please contact us immediately if there is anything in this document that you do not understand or with which you disagree. If you have any questions, please advise your usual contact in the first instance who will be pleased to assist you.

About the company

Hiscox Underwriting Limited is authorised and regulated by the Financial Services Authority ("FSA"). You may check our details on the FSA Register at www.fsa.gov.uk/register, or by telephoning the FSA on 0845 606 1234. Hiscox Underwriting Ltd is a part of the Hiscox Group of companies. Our registered office is located at 1 Great St Helen's, London, EC3A 6HX.

Our relationship with you

We offer insurance under exclusive arrangements we have made with particular insurance companies (normally Hiscox Group companies). Under the terms of these arrangements, we may act as agent for the insurers in undertaking certain underwriting or claims settlement responsibilities and in the handling of your money. Whilst this allows for the more efficient processing of your insurance, we will act for and owe duties to other parties and therefore will not be acting as a fully independent insurance intermediary. We will take care to ensure that if any conflict with your interests arises in our acting for insurers, it will be properly managed and handled fairly.

Our understanding of your insurance requirements

We will endeavour to arrange cover based on the information you have provided on a proposal form, over the telephone or by using the internet. We will be happy to help you with a proposal form but we cannot complete it for you. Any quote documentation we provide to you is based on our understanding of your requirements. You should check to confirm this is correct and advise us of any changes required.

Our understanding of your requirements is based solely on information you have provided to us. In particular, unless you tell us, we will not be aware of and not take account of any other relevant insurances or risks.

We will seek terms from a limited number of insurers who we consider appropriate to underwrite your proposed insurance. We will do this on the basis that we believe the terms are appropriate to satisfy your requirements and are comparable with placements we have arranged for other clients with similar requirements. However, we would draw your attention to the limitations, exclusions and terms and conditions included within the policy summary document and any schedule or policy provided.

Duty of disclosure (what you must tell insurers)

It is your responsibility to disclose all material information that is known to you and which might influence the judgement of insurers in determining the scope of cover, the price or whether or not to accept your risk. This applies even if you complete a proposal form.

The insurer is not required to make enquiries, the onus falls on you. If you fail to disclose material information this may entitle insurers to avoid cover from inception (the starting date of your policy) and seek repayment of claims they may have paid to you. If insurers avoid cover, you will no longer have an insurance policy and claims will not be paid.

Some insurance contracts may also include a condition that requires you to disclose any material changes throughout the term of the policy.

If you are unsure whether information or a change in circumstances may be material, you should disclose it.

Selection of insurers

We will normally seek terms for you from Hiscox Syndicate 33 at Lloyd's of London. Syndicate 33 is managed by Hiscox Syndicates Ltd, which is part of the Hiscox Group. We will occasionally seek terms from other UK companies or Lloyd's insurers. We will provide you with details of the insurer(s) who quote for the insurance of your risk. While we cannot guarantee the solvency of any insurer or its ability to meet its obligations to policyholders, we do use our reasonable endeavours to protect your interests by reviewing and monitoring the suitability of all the insurers that we use. However, the final decision on the suitability of an insurer does rest with you. If you have any concerns about the insurers we are using to provide cover, please contact us immediately.

Quotation

If insurers provide terms for your insurance then we will give you one or more written quotations which will state the cost of the insurance plus any taxes that may be payable.

Payment

Once you have instructed us to confirm your wish to take up the insurance then we will provide you with an invoice of the premium due for your insurance, which includes our commission, plus any taxes that may be payable. Payment will become due from the moment your insurance starts and we ask that you pay us promptly in accordance with the instructions given. If you fail to pay your premium by a due date, your insurance may be cancelled from inception (the date your policy started).

Client money

Client money is any money that we receive and hold in the course of arranging or administering insurance on your behalf, or which we treat as client money in accordance with FSA client money rules.

We will provide protection for client money by holding all client money in a general non-statutory trust account. This is completely segregated from our own money and there are strict regulatory controls on us to maintain solvency of the non-statutory trust account and to conduct a regular reconciliation of the account. Importantly, client money will be ring-fenced in the non-statutory trust account so that in the event of our company's insolvency, it cannot be used to reimburse other creditors.

Under the FSA client money rules, money held in the non-statutory trust account may continue to be used for payment of premium or claims for another client before their monies are received, but increased credit controls will be maintained where this occurs. We are not entitled to use client money to take payment of fees or commission before we receive the relevant premium from a client.

We may agree to act as agent for insurers in handling the payment of premiums, return premiums or claims. This is subject to 'risk transfer' where insurers assume the credit risk so that payment by you of premium to us will be deemed payment to insurers and claims and return premium paid by insurers through us will not be deemed paid until you receive them.

Any interest earned on client money held by us will be retained by us.

Mid-term changes to your policy

If you need to make any changes to your insurance cover during the period of your policy (mid-term changes), please contact us immediately so that we can advise your insurers and obtain their approval. We may also need to seek further information from you. We will confirm the revised terms for cover to you in good time following receipt of your instructions.

Renewal of your insurance

We will approach you for renewal information or provide you with renewal terms when we obtain them from your insurers. We will also advise you if renewal is not being invited and of any alternative terms. We will then provide a statement of any proposed changes to the terms of the policy and its price.

Please remember that your duty to disclose all material information applies for any alteration, extension or renewal of your insurance contract.

Confidentiality and data protection

We may hold and process your personal data for the purpose of arranging and administering your insurance. This may also include sensitive personal data where necessary. We may share your personal data with third parties such as insurance providers, claims adjusters, fraud detection and prevention services and regulatory authorities. Where personal data relates to anyone other than yourself, you must obtain the consent of the person to whom the information relates, both to the disclosure of such information to us and its use by us as set out above.

All personal data will be treated in confidence and in compliance with the Data Protection Act 1998. You have the right to apply for a copy of your information (for which we may charge a small fee) and to have any inaccuracies corrected. To request a copy of the personal data we hold about you, please write to the Data Protection Officer at:

Hiscox
1 Great St Helen's
London EC3A 6HX

We may contact you from time to time with details of other Hiscox products and services, similar products and services of third parties and we may share your details with carefully selected third parties for marketing and/or research and analysis purposes. If you prefer not to receive such information or do not want your data to be used in this way, please write to us at the address above.

Complaints about our service to you

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service. If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact Hiscox Customer Relations either in writing at:

Hiscox Customer Relations
Hiscox House
Sheepen Place
Colchester CO3 3XL

or by telephone on 0845 2138777 or by email at customer.relations@hiscox.com.

In the event that you remain dissatisfied you can refer the matter to the Complaints Department at Lloyd's. The contact details are:

Policyholder & Market Assistance
Lloyd's Market Services
One Lime Street
London EC3M 7HA

Telephone: 020 7327 5693; Fax: 020 7327 5225; Email: complaints@lloyds.com

Complaints that cannot be resolved by the Complaints Department at Lloyd's may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process. This complaint procedure is without prejudice to your right to take legal proceedings.

Compensation scheme

Lloyd's insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme at:

7th floor Lloyd's Chambers
Portsoken Street
London E1 8BN

and on their website: www.fscs.org.uk.

Termination

In the event that our services are terminated by you we reserve the right to retain any fees or commission received, or to claim any that are still payable.

Language

As a UK firm, all documentation, correspondence and communications we provide to you will be in English unless we agree to use another language.

Governing law and jurisdiction

Hiscox Underwriting Limited undertakes its activities as an insurance intermediary in accordance with the laws of England. Any disputes will be governed by and construed in accordance with the laws of England and subject to the jurisdiction of the courts of England.