

arranged by
Keegan & Pennykid (Insurance Brokers) Limited

NEIGHBOURHOOD WATCH SPECIAL EVENTS POLICY

underwritten by



ANSVAR INSURANCE COMPANY LIMITED

Ansvar House, St Leonards Road, Eastbourne, East Sussex BN21 3UR

FORM No. F.A.26

NEIGHBOURHOOD WATCH SPECIAL EVENTS POLICY

Thank *you* for insuring with Ansvar and we welcome *you* as a policyholder.

Please read the Policy and Schedule carefully. If *you* need any further explanation or if *you* find any mistakes please contact *your* insurance advisor or *us* immediately.

You must tell *us* about any changes which affect *your* Policy. Failure to do so could invalidate *your* cover. If *you* are not sure whether certain facts or changes are relevant please check with *your* insurance advisor or *us*.

The Schedule enclosed with this Policy shows *your* individual details. It also shows the Sections of cover which are operative together with any endorsement numbers which may apply. If *you* have cover under Section 3 (All Risks), the item descriptions will be shown under the All Risks Specification on the Schedule. The Schedule is normally reissued each time there is a change under the Policy.

Should *you* at any time be dissatisfied with *our* service, please refer to *our* Complaints Procedure together with details of *our* participation in the Financial Ombudsman Service (refer to index for appropriate page).

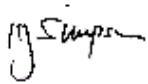
The basis of the contract is the information contained in either the:

- Proposal and declaration or
- Statement of Facts,

including any additional or supplementary information supplied, and *you* have paid or agreed to pay the premium.

We will insure *you* as detailed in the Policy and Schedule during the *period of insurance* shown in the Schedule. The Policy and Schedule are to be read together as one document.

Signed on behalf of Ansvar Insurance Company Limited



IAN SIMPSON
General Manager

DEFINITIONS

Some words in this Policy and its Schedule are in *italics* and have particular meanings that are stated below:

Asbestos	asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos.
Bodily injury	death, illness, injury or disease.
Claim(s)	a single loss or series of losses from one event consequent on or attributable to one source or original cause.
Costs and expenses	<ul style="list-style-type: none">• legal costs and expenses recoverable from <i>you</i> by any claimant• defence costs and expenses incurred with <i>our</i> written consent.
Damage/damaged	physical loss, destruction or damage.
Data	information represented or stored electronically including but not limited to code or series of instructions operating systems software programs or firmware.
Employee	any person: <ul style="list-style-type: none">• under a contract of service or apprenticeship with <i>you</i>• who is hired to, supplied to or borrowed by <i>you</i>• engaged under a work experience or similar scheme• helping as a volunteer while under <i>your</i> direct control and supervision and working for <i>you</i> in connection with the <i>event insured</i> .
Event insured	event(s) <i>we</i> have agreed to insure held indoors, outdoors or under a temporary structure.
Excess	the first amount of each and every agreed <i>claim</i> that <i>you</i> will be asked to pay.
Money	<ul style="list-style-type: none">• current coins and banknotes• unused current postage stamps, trading stamps, savings stamps, postal orders, money orders, luncheon, charity and consumer redemption vouchers, gift tokens and unused units of franking machines• cheques, travellers cheques, travel tickets, bankers drafts, credit card company sales vouchers or receipts• National Savings certificates, premium bonds• VAT purchase receipts all belonging to <i>you</i> or for which <i>you</i> have accepted responsibility in connection with the <i>event insured</i> .
Period of insurance	the period shown on <i>your</i> Schedule for which <i>we</i> agree to accept and <i>you</i> have paid or agreed to pay the premium.
Premises	the premises as shown in the Schedule as 'Location' to be used for the <i>event insured</i> .
Territorial limits	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
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, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.
We/us/our	Ansvar Insurance Company Limited.
You/your/insured	the person(s), company, or organisation (including a body of trustees) named in the Schedule as the Policyholder.

SECTION 1 PUBLIC AND PRODUCTS LIABILITY

WHAT IS COVERED

We will pay all amounts which *you* become legally liable to pay as damages and *costs and expenses* for:

- accidental *bodily injury* to any person
- accidental *damage* to material property
- accidental obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement

occurring during the *period of insurance*:

- a) in connection with the *event insured* and happening in the *territorial limits*
- b) happening in the *territorial limits* and caused by any commodity, article or thing (including their containers) sold, supplied or worked upon by *you*, and which are no longer in *your* custody or control, in connection with the *event insured*.

We will also pay the cost of representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with *our* consent.

WHAT IS NOT COVERED

The amount of *excess* shown in the Schedule in respect of each *claim* for *damage* to material property.

Damage to property:

- ❖ or any part on which *you* or any *employee* is or has been working where the *damage* results from such work
- ❖ belonging to *you* or held in trust by *you* or borrowed, rented, leased or hired for use by *you* other than personal property (including vehicles and contents) of *your* visitors, directors or *employees*.

Fines, penalties or punitive, exemplary, aggravated or multiplied damages.

Liquidated damages.

Liability arising from:

- ❖ *bodily injury* to any *employee* arising out of and in the course of the *event insured*
- ❖ treatment (other than first aid) or from the making up, sale or supply of drugs or medicines
- ❖ design, formula or specification
- ❖ professional or other advice given (or omitted to be given) in circumstances where a fee is or would normally be charged
- ❖ *bodily injury* to any person caused by or alleged to be caused by error or omission in the provision of professional services
- ❖ any defamation, slander, libel or plagiarism
- ❖ manual work undertaken away from the *premises* other than delivery or collection by *you* or any *employee*
- ❖ the sale or supply of second-hand electrical goods
- ❖ any products knowingly sold or supplied for use in any craft designed to travel through air, water or space
- ❖ ownership, possession or use by *you* or on *your* behalf, or by any entitled to cover under this Section of any:
 - a) watercraft (other than hand propelled) and craft designed to travel through air or space
 - b) mechanically propelled vehicles for which compulsory motor insurance or security is required (other than loading and unloading unless cover is provided by any other policy)
- ❖ *damage* to or the cost incurred by anyone in recalling, replacing, repairing or reinstating any commodity, article or thing sold or supplied by *you* or in making any refund on the price paid for such goods
- ❖ an agreement unless liability would have existed without the agreement
- ❖ bonfire or firework displays unless agreed by *us* in writing.

Liability arising directly or indirectly from:

- a) exposure to
- b) inhalation of
- c) fears of the consequence of exposure to, or inhalation of
- d) *damage* to property, or any other loss, arising from *asbestos*.

Costs of cleaning up or removal of *asbestos*.

Extensions to Section 1

WHAT IS COVERED

1 Health and Safety at Work

We will pay all amounts which *you*, or *your* partners, directors or *employees* become legally liable to pay for costs in defence of any criminal proceedings for an offence under:

- the Health and Safety at Work etc. Act 1974
- the Health and Safety at Work (Northern Ireland) Order 1978
- similar safety legislation of the *territorial limits*

committed or alleged to have been committed in the course of the *event insured* during the *period of insurance*, including legal costs incurred in an appeal against conviction arising from such proceedings.

Provided that the proceedings relate to the health, safety or welfare of persons other than *employees*.

The most *we* will pay is £500,000 for any *claim*.

WHAT IS NOT COVERED

Fines or penalties of any kind.

Proceedings consequent upon any deliberate act or omission by *you*, any director or partner of the *event insured* or any *employee* responsible for compliance with the legislation.

Legal costs and expenses covered elsewhere in this Policy or by any other policy.

Liability for *bodily injury* or *damage* to property.

SECTION 1 continued

Extensions to Section 1

WHAT IS COVERED

2 Indemnity to Other People, including Principals

At your request we will pay all amounts which the following people become legally liable to pay as damages and costs and expenses for a claim made against them:

- any partner, director or employee
- any officer or member of your canteen, sports, social or welfare organisations, first-aid, ambulance, fire or security services
- any principal, being any person, local or public authority, company or firm, with whom you have entered into a contract for work or services becomes legally liable to pay for a claim made against them but only in respect of claims arising out of the performance of such work or services by you.

Provided:

- you would have been entitled to cover under this Section if the claim had been made against you
- such parties keep to the terms of this Policy insofar as they can apply.

3 Cross Liabilities

If more than one party is named in the Schedule as the insured we will deal with any claim as though a separate policy had been issued to each of them.

4 Hired or Rented Buildings

Where you are legally liable to pay for damage to property at premises borrowed, rented, leased or hired for use by you for the event insured, the cover provided under this Section extends to include your legal liability for such damage.

5 Motor Contingent Liability

We will pay all amounts which you become legally liable to pay as damages and costs and expenses for accidental bodily injury or damage arising out of the use by any employee of any motor vehicle in connection with the event insured.

6 Consumer Protection

We will pay you for the legal costs and expenses incurred with our written consent in the defence of any criminal proceedings brought in respect of a breach of Part II of the Consumer Protection Act 1987 or in an appeal against conviction arising from such proceedings. Provided that the proceedings relate to an offence alleged to have been committed during the period of insurance and in the course of the event insured and are brought in the territorial limits.

The most we will pay is £500,000 for any claim.

7 Food Safety Act

We will pay you for the legal costs and expenses incurred with our written consent in the defence of any criminal proceedings brought in respect of a breach of The Food Safety Act 1990 or in an appeal against conviction arising from such proceedings. Provided that the proceedings relate to an offence alleged to have been committed during the period of insurance and in the course of the event insured and are brought in the territorial limits.

The most we will pay is £500,000 for any claim.

WHAT IS NOT COVERED

The first £250 of each claim caused other than by fire or explosion.

Liability:

- ❖ arising from an agreement unless liability would have existed without the agreement
- ❖ otherwise excluded under this Section apart from property borrowed, rented, leased or hired for use by you.

The payment of fines, penalties or punitive, exemplary, aggravated or multiplied damages.

Liquidated damages.

Liability arising from:

- ❖ damage to any such vehicle or property within or carried by it
- ❖ any vehicle you own or provide
- ❖ any vehicle driven by you or any person who to your knowledge does not hold a licence to drive such a vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- ❖ participation in racing, pace making, reliability trials or speed testing.

Liability:

- ❖ to the drivers or owners of such motor vehicles
- ❖ arising outside the territorial limits
- ❖ covered by any other policy.

Fines or penalties of any kind.

Proceedings consequent upon any deliberate act or omission by you, any director or partner of the event insured or any employee responsible for compliance with the legislation.

Legal costs and expenses covered by any other policy

Liability for bodily injury or damage to property

Fines or penalties of any kind.

Proceedings consequent upon any deliberate act or omission by you, any director or partner of the event insured or any employee responsible for compliance with the legislation.

Legal costs, expenses, reimbursements or charges:

- ❖ covered by any other policy
- ❖ arising from an order made under Section 9 of the Food Safety Act
- ❖ resulting from any regulation under Section 45 of the Food Safety Act.

Liability for bodily injury or damage to property

CLAIMS SETTLEMENT FOR PUBLIC AND PRODUCTS LIABILITY

Limits

Unless otherwise stated, the most we will pay for:

- any claim, including costs and expenses, for Public Liability
- any claim, including costs and expenses, under Cross Liabilities (Extension 3) in total to all parties
- for all claims, including costs and expenses, in any one period of insurance for:
 - a) Products Liability
 - b) Pollution or contamination

is the indemnity limit shown in the Schedule.

SECTION 2 EMPLOYERS LIABILITY

WHAT IS COVERED

We will pay all amounts which *you* become legally liable to pay as damages and *costs and expenses* for *bodily injury* to any *employee* occurring during the *period of insurance* in connection with the *event insured* and occurring in the *territorial limits*.

We will also pay the cost of representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with *our* consent.

Right of Recovery

The cover under this Section shall be interpreted as being in accordance with the provisions of any law relating to compulsory insurance of liability to *employees* in the *territorial limits* but *you* shall repay to *us* all sums paid by *us* which *we* would not have been liable to pay but for the provisions of such law.

Extensions to Section 2

WHAT IS COVERED

1 Health and Safety at Work

We will pay all amounts which *you, your* directors, partners or *employees* become legally liable to pay for costs in defence of any criminal proceedings for an offence under:

- the Health and Safety at Work etc. Act 1974
- the Health and Safety at Work (Northern Ireland) Order 1978
- similar safety legislation of the *territorial limits* committed or alleged to have been committed in the course of the *event insured* during the *period of insurance*, including legal costs incurred in an appeal against conviction arising from such proceedings.

Provided that the proceedings relate to the health, safety or welfare of *employees*.

The most *we* will pay is £500,000 for any *claim*.

2 Indemnity to Other People, including Principals

At *your* request *we* will pay all amounts which the following people become legally liable to pay as damages and *costs and expenses* for a *claim* made against them:

- any partner, director or *employee*
- any officer or member of *your* canteen, sports, social or welfare organisations, first-aid, ambulance, fire or security services
- any principal, being any person, local or public authority, company or firm, with whom *you* have entered into a contract for work or services becomes legally liable to pay for a *claim* made against them but only in respect of *claims* arising out of the performance of such work or services by *you*.

Provided:

- *you* would have been entitled to cover under this Section if the *claim* had been made against *you*
- such parties keep to the terms of this Policy insofar as they can apply.

3 Cross Liabilities

If more than one party is named in the Schedule as the *insured* *we* will deal with any *claim* as though a separate policy had been issued to each of them.

WHAT IS NOT COVERED

Liability:

- ❖ for which compulsory motor insurance or security is required
- ❖ arising in connection with work on, visits to or travelling from offshore installations.

WHAT IS NOT COVERED

Fines or penalties of any kind.

Proceedings consequent upon any deliberate act or omission by *you*, any director or partner of the *event insured* or any *employee* responsible for compliance with the legislation.

Legal costs and expenses covered elsewhere in this Policy or by any other policy.

Liability for *bodily injury*.

CLAIMS SETTLEMENT FOR EMPLOYERS LIABILITY

Limits

The most *we* will pay for any *claim*, including *costs and expenses*, unless otherwise stated is:

- the indemnity limit shown in the Schedule
- £5,000,000 in respect of liability directly or indirectly caused by, resulting from or in connection with any act of *terrorism*. If *we* allege that by reason of this limitation any liability for damages and *costs and expenses* is covered only up to a specified limit of liability the burden of proving the contrary shall be upon *you*
- the indemnity limit shown in the Schedule in total to all parties under Extension 3.

SECTION 3 ALL RISKS

WHAT IS COVERED

We will pay for *damage* to *your* property, or property for which *you* have accepted responsibility, as listed in the All Risks Specification in the Schedule, occurring within the stated geographical limits.

WHAT IS NOT COVERED

The amount of *excess* shown in the Schedule.

Damage to:

- ❖ *money*, securities, credit and debit cards
- ❖ strings, reeds or drumheads on musical instruments
- ❖ any marquee or tent caused during its erection or dismantling.

Damage caused by, resulting from or consisting of:

- ❖ wear and tear, depreciation or gradually operating cause
- ❖ action of light, atmospheric or climatic conditions or frost
- ❖ moths, vermin, insects, parasites, woodworm, fungus, mildew or rot
- ❖ mechanical or electrical fault, breakdown or failure or use contrary to the manufacturer's instructions
- ❖ faulty workmanship, defective design or the use of defective materials
- ❖ inherent vice or latent defect
- ❖ any process of cleaning, dyeing, altering, repairing, renovating or restoring
- ❖ erasure or distortion of *data*
- ❖ unexplained disappearance or inventory shortage or shortage due to error or omission
- ❖ marring or scratching
- ❖ theft of:
 - a) computers designed to be portable and satellite telephones from any unattended motor vehicle
 - b) any other property from any unattended motor vehicle unless the property is concealed in a glove compartment, locked luggage compartment or boot and all windows and sunroofs are securely closed and all doors locked
- ❖ theft of any pedal cycle unless it is in a locked building or is attached by an appropriate security device to a permanently fixed structure.

CLAIMS SETTLEMENT FOR ALL RISKS

We will, at *our* option, pay the cost of repair or where the property is *damaged* beyond repair, replace as new or make a cash payment.

Limits

The most *we* will pay in respect of any *claim* is the sum insured by each item listed in the All Risks Specification.

Matching Sets Clause

We will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of a similar nature, colour or design.

Underinsurance

If at the time of a *claim* the sum insured for any item is less than the full reinstatement value *we* will only pay the same proportion of the *damage* as the sum insured bears to the full reinstatement value for that item.

SECTION 4 CANCELLATION EXPENSES

Meaning of words specific to this Section are given below:

Expenses

- irrecoverable deposits or charges paid in advance or contracted to be paid by *you*
- costs and other expenses necessarily and reasonably incurred by *you* in organising, promoting or providing services for the *event insured*.

WHAT IS COVERED

We will pay for the:
expenses incurred, paid or contracted to be paid by *you* following the necessary cancellation, abandonment, postponement or curtailment of the *event insured* in whole or in part resulting from any cause beyond the control of *you* or the *event insured* organiser(s), sponsor(s) or financial supporter(s)
additional costs necessarily incurred by *you* in relocating to a new venue for the *event insured* to avoid the cancellation, abandonment, postponement or curtailment of the *event insured*.

The most *we* will pay under:
is the sum insured shown in the Schedule
is £500.

WHAT IS NOT COVERED

The amount of *excess* shown in the Schedule.

Claims made more than 14 days after the date the *event insured* finished.

Any circumstances known to *you* at the time of arranging insurance cover likely to cause loss.

Costs and *expenses* incurred by any other exhibitors, stallholders, groups or participants in the *event insured* due to the cancellation, abandonment, postponement or curtailment of the *event insured* in whole or in part.

Cancellation, abandonment, postponement or curtailment due to:

- ❖ adverse weather conditions other than those that render the fulfilment of the *event insured* to be dangerous and irresponsible having considered the likely threat to the safety and life of members of the public attending the *event insured*
- ❖ lack of or inadequate attendance or insufficient interest prior to the *event insured*
- ❖ non-appearance of speakers, entertainers or celebrities other than due to their *bodily injury*.

The financial failure of the *event insured*.

The insolvency or financial default or inability of any party.

Lack of sales or shortages of receipts.

CLAIMS SETTLEMENT FOR CANCELLATION EXPENSES

The most *we* will pay for any *claim*, unless otherwise stated, is the sum insured shown in the Schedule.

SECTION 5 MONEY

WHAT IS COVERED

We will pay for:

- *damage to money*
- *damage to any safe or strongroom at the premises or any cash carrying case, security belt or waistcoat caused by theft or attempted theft*
- *damage to clothing and personal effects belonging to an employee caused by theft or attempted theft of money up to £500 per person.*

WHAT IS NOT COVERED

The amount of *excess* shown in the Schedule.

Damage:

- ❖ from any unattended vehicle
- ❖ due to misappropriation, deception or false accounting by:
 - a) *you* or any director or partner
 - b) any *employee* unless discovered within 14 days of the occurrence
- ❖ arising outside the *territorial limits*
- ❖ due to clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques, fraudulent credit card transactions or to the use of counterfeit *money*
- ❖ suffered as a result of a business transaction
- ❖ in transit by unregistered post
- ❖ arising from any coin, banknote or token operated machine
- ❖ to any coin, banknote or token operated machine.

Provided that:

- *you* keep a complete record of all *money* in transit and on the *premises* and deposit such record in a secure place other than in a safe or strongroom containing the *money*
- any safe or strongroom is kept locked and all keys to them are removed from the *premises* unless the *premises* is occupied by an authorised *employee* in which case such keys shall be kept in a locked receptacle when left in an unattended room
- whenever the *money* other than crossed cheques, crossed postal orders, crossed money orders, crossed bankers drafts, unused units of franking machines, National Savings certificates, premium bonds, credit company sales vouchers or receipts and VAT purchase receipts in transit exceeds £2,000 at any one time it will be accompanied by not less than the number of adult people stated below:

Amount of <i>money</i> in transit	Minimum number of people
£2,000 - £5,000	2
£5,001 - £8,000	3
£8,001 - £10,000	4
over £10,000	security company

CLAIMS SETTLEMENT FOR MONEY

The most we will pay for any *claim*:

- for *money* in the form of crossed cheques, crossed postal orders, crossed money orders, crossed bankers drafts, unused units of franking machines, National Savings certificates, premium bonds, credit company sales vouchers or receipts and VAT purchase receipts is - £250,000
- for other *money*:
 - a) on the *premises* and secured in a locked safe - the sum insured shown in the Schedule as 'Money Limit in Safe'
 - b) on the *premises* not in a locked safe but in the custody and presence of an authorised *employee* -) the sum insured shown
 - c) in direct transit by *you* or any authorised *employee* to a bank -) in the Schedule as
 - d) in a bank night safe -) 'Money (see Policy wording)'
 - e) at *your* home or that of an authorised *employee* - £500
 - f) in any other circumstance is - £350
 - g) by misappropriation, deception or false accounting by an *employee* is - £500 any one person and £2,000 in any one *period of insurance*.

SECTION 6 PERSONAL ACCIDENT

WHAT IS COVERED

We will pay the amount of Benefit shown in the Schedule if any *employee* while working for *you* in connection with the *event insured* sustains accidental *bodily injury* caused by external violent and visible means during the *period of insurance* which within 24 months is the sole cause of death or disablement as defined in the Schedule of Compensation.

WHAT IS NOT COVERED

Accidental *bodily injury*:

- ❖ consisting solely of illness, disease or disorder
- ❖ to any person whose age is under 16 or more than 75 years at the time of the *bodily injury*
- ❖ sustained outside the *territorial limits*.
- ❖ arising directly or indirectly from Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition.
- ❖ caused by the *employee*:
 - a) engaging in abseiling; aqua-lung diving; boxing; cliff or rock climbing; earth balling; elastic rope sports or activities; firework displays; flying (except as a fare-paying passenger); football; hang-gliding; horse riding; hunting; martial arts; motor-cycling; mountaineering; parachuting; polo; pot-holing; professional sport of any kind; racing (except on foot); rugby; water activities (except swimming); winter sports (including dry-slope skiing) and wrestling
 - b) committing or attempting to commit suicide or any act of intentional self-injury or deliberate exposure to danger except in an attempt to save human life
 - c) being under the influence of intoxicants or drugs unless under medical supervision
 - d) being pregnant or giving birth
- ❖ resulting from any accident in connection with:
 - a) powered woodworking machinery other than portable hand tools
 - b) the use of scaffolding, other than tower scaffolding, unless professionally erected
 - c) tree felling and the lopping and topping of trees except such work as is within the scope of the ordinary jobbing gardener.

SCHEDULE OF COMPENSATION

- 1 death -
- 2 permanent total disablement, being either -
 - a) total and permanent loss of use of one or more entire hands or feet
 - b) total and irrecoverable loss of sight in one or both eyes
 - c) permanent total disablement resulting from:
 - i) total and irrecoverable loss of speech
 - ii) total and irrecoverable loss of hearing
 - d) permanent total disablement, not resulting from any of a), b) or c) above, preventing all gainful employment or occupation
- 3 temporary total disablement from all gainful employment or occupation or from carrying out all voluntary duties for *you* at the rate per week up to a maximum of 104 weeks -

BENEFITS

The amount shown in the Schedule as:

- 'Death Benefit'
'Permanent Total Disablement Benefit'

'Temporary Total Disablement Benefit'

CLAIMS SETTLEMENT FOR PERSONAL ACCIDENT

We will pay the amount of Benefit as shown in the Schedule.

- Only one of Benefits 1, 2 a), b), c) or d) will be payable to each *employee* for any one accident or for the same period of disablement.
- In the event of a *claim* under Benefit 2 the Policy will cease to apply to the *employee* concerned.
- If any payment is made under Benefit 3, it shall be deducted from any amount subsequently paid under Benefits 1 or 2.
- Under Benefit 3 we may make monthly payments on account.

The *employee* will, if required, submit to a medical examination at *our* expense in connection with any *claim*.

GENERAL EXCLUSIONS (Applicable to the whole Policy unless otherwise stated)

This Policy does not cover:

1 Radioactive Contamination

any expense, consequential loss, legal liability or *damage* to any property directly or indirectly arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

2 War Risks

any consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military force or usurped power.

3 Sonic Bangs

damage arising directly from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4 Confiscation

damage caused by or happening through confiscation or requisition by order of any government or any public authority.

5 Terrorism

A) In respect of any cover for Property Damage and Cancellation Expenses

any *damage*, cost, expense or consequential loss of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of *terrorism* regardless of any other contributory cause.

This insurance also excludes *damage*, cost, expense or consequential 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 *damage*, expense, cost or consequential loss is not covered by this Policy the burden of proving the contrary shall be upon *you*.

B) In respect of any cover for Public and Products Liability

liability to third parties:

- a) for damages and *costs and expenses* directly or indirectly caused by, resulting from or in connection with any act of *terrorism*
- b) 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 liability for damages and *costs and expenses* of whatsoever nature is not covered by this Policy the burden of proving the contrary shall be upon *you*.

C) In respect of any cover for Personal Accident

accidental *bodily injury* directly or indirectly caused by, resulting from or in connection with any act of *terrorism* or 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 accidental *bodily injury* is not covered by this Policy the burden of proving the contrary shall be upon *you*.

6 Northern Ireland (Property Damage/Cancellation Expenses)

any *damage*, cost, expense or consequential loss of whatsoever nature in Northern Ireland directly or indirectly caused by, resulting from or in connection with riot, civil commotion and (except in respect of *damage* or consequential loss by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

7 Pollution or Contamination

A) In respect of any cover for Property Damage and Cancellation Expenses

pollution or contamination except (unless otherwise excluded) *damage* caused by:

- a) pollution or contamination which itself results from Fire Lightning Explosion, Aircraft, Riot, Malicious persons, Earthquake, Subterranean fire, Storm, Flood, Escape of water, Impact, Falling trees, Falling aerials, Escape of oil, Sprinkler leakage, Subsidence, Theft or attempted theft, Glass and sanitary fixtures
- b) Fire Lightning Explosion, Aircraft, Riot, Malicious persons, Earthquake, Subterranean fire, Storm, Flood, Escape of water, Impact, Falling trees, Falling aerials, Escape of oil, Sprinkler leakage, Subsidence, Theft or attempted theft, Glass and sanitary fixtures which results from pollution or contamination.

Exclusion 7 applies solely to *your* insured property.

B) In respect of any cover for Public and Products Liability:

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.

Pollution or contamination shall be deemed to mean:

- a) all pollution or contamination of buildings or other structures or water or land or the atmosphere; and
- b) all *damage* or *bodily injury* directly or indirectly caused by such pollution or contamination.

GENERAL EXCLUSIONS continued

This Policy does not cover:

8 Date Related Computer Failure

any *claim*, loss, liability or expenses caused by or arising from, directly or indirectly or in any way relating to, the failure of any computer, *data* processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether *your* property or not, to:

- a) correctly recognise any date as its true calendar date
- b) capture, save or retain, and/or correctly to manipulate, interpret or process any *data* or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c) capture, save, retain or correctly to process any *data* as a result of the operation of 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 this shall not exclude subsequent *damage* to *your* property specifically insured by the Policy or any loss not otherwise excluded which itself results from:

fire, explosion, lightning, smoke, aircraft or other aerial devices or articles dropped from them, theft or attempted theft, impact by any road vehicle, train or animal, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances, malicious people or vandals, storm or flood, escape of water from any tank, apparatus or pipe, escape of fuel oil from any fixed oil-fired heating installation if covered by this Policy.

This Exclusion does not apply to any operative cover for Employers Liability, Personal Accident or Legal Expenses.

9 Electronic Risks

Meaning of words specific to this Exclusion:

Denial of service attack any actions or instructions construed or generated with the ability to *damage* or interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. *Denial of service attack* includes but is not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Hacking unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves *data* whether *your* property or not.

Virus or similar mechanism program code programming instruction or any set of instructions intentionally construed with the ability to *damage*, interfere with or otherwise adversely affect computer programs *data* files or operations whether involving self replication or not. *Virus or similar mechanism* includes but is not limited to Trojan horses, worms and logic bombs.

A) Material Damage and Cancellation Expenses

❖ *damage* to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives *data* or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether *your* property or not where such *damage* is directly or indirectly

❖ consequential loss

caused by or arising from *virus or similar mechanism* or *hacking* or *denial of service attack*.

B) Public and Products Liability

liability arising from *damage* to *data*.

GENERAL CONDITIONS (Applicable to the whole Policy)

1 Governing Law

This Policy is to be governed solely by the relevant laws of the *territorial limits* relating to *your* postal address as shown in the Schedule. If there is any dispute as to which law applies, it shall be English Law.

2 Cooling Off

If *you* are a private customer and *you* decide within 14 days of taking out this Policy that it does not meet *your* requirements, *we* will refund the premium *you* have paid provided that:

- *you* return the Schedule and any other documents *we* have issued,
- there are no *claims* notified or pending.

3 Cancellation

- If the premium for this Policy is payable by instalments and an instalment is not received by the due date then, subject to the Consumer Credit Act 1974 (if it applies), the credit agreement and the Policy will be cancelled from the date the instalment was due unless otherwise agreed by *us* in writing.
- In circumstances other than instalment default, *we* may cancel this Policy by giving 14 days notice in writing by recorded delivery to *your* last known address. *We* shall return a proportionate part of the premium for the unexpired period of the Policy.
- *You* may cancel this Policy by giving *us* written instructions. Provided no *claim* has been made during the current *period of insurance*, and provided there is no Long Term Undertaking in force, *you* will be entitled to a proportionate return of premium for the unexpired period of the Policy less an administration charge if cancellation occurs in the first year.

4 Claims Procedure (your Duties)

When *you* become aware of a possible *claim* under this Policy *you*:

- shall (at *your* expense):
 - a) notify *us* immediately
 - b) immediately tell the police if *damage* is caused by theft, attempted theft, malicious acts, riot or civil commotion
 - c) take all practical steps to recover any property lost and otherwise to minimise the *claim*
 - d) within 30 days (7 days in the case of *damage* by riot, civil commotion, strikers, labour disturbances and malicious persons) advise *us* in writing giving full details, and complete *our* appropriate claim form. Under Section 4 (Cancellation Expenses), *claims* received more than 14 days after the date the *event insured* finished are excluded
 - e) give all assistance and information *we* may reasonably require
 - f) send to *us*, unanswered, every writ, summons or other communication immediately it is received
 - g) send to *us* written details of any related inquest, legal inquiry, prosecution or procedure immediately it is known to *you*
 - h) if *we* require, provide to *us* a statutory declaration of the truth of the *claim*.
- shall not:
 - a) admit, deny, negotiate or settle a *claim* without *our* written consent
 - b) abandon any property to *us*.

5 Claims Procedure (our Rights)

If *you* make a *claim* under this Policy *we*:

- have the right to the salvage of any property covered by this Policy
- are entitled at any time to start, take over, defend and conduct any legal action or prosecution in *your* name.

6 Claims Settlement

Where more than one *excess* applies to any one *claim* only the highest *excess* will be deducted from the amount of settlement.

7 Other Insurance

If at the time of a *claim* there is any other insurance covering anything insured by this Policy, *we* will only pay *our* proportionate share other than as follows for the stated covers, including their respective extensions and endorsements:

- Employers Liability, Public and Products Liability or Money
We will only pay for any amount over the indemnity limit obtainable under such other insurance which is or would be payable but for the existence of this Policy.
- Personal Accident
We will not pay benefits under more than one Policy issued by *us* in respect of the same accident. The Policy with the highest benefit will apply.

If any other insurance is subject to any condition of underinsurance (average) the appropriate cover under this Policy will be subject to the same condition of underinsurance (average) if it is not already included.

8 Arbitration

Where *we* have accepted a *claim* under this Policy but *we* cannot agree on the amount to be paid the disagreement shall be referred to an arbitrator jointly appointed by *you* and *us* in accordance with the statutory provisions for the appointment of an arbitrator. Where this occurs an award must be made by the arbitrator before legal proceedings can be commenced against *us*.

9 Fraud

If *you* or anyone acting for *you* makes a *claim* under this Policy knowing the *claim* to be false in any respect, *we* will not pay the *claim* and all cover under this Policy ceases.

10 Misrepresentation, Mis-description or Non-disclosure

This Policy will not be valid if there is any misrepresentation, mis-description or non-disclosure of any material fact or detail.

11 Reasonable Care

You must take all reasonable steps to:

- prevent or minimise *damage* or *bodily injury*
- protect the property covered under this Policy
- maintain the property covered under this Policy in a good state of repair
- exercise and use reasonable care in the selection and supervision of *employees*
- take all reasonable steps to comply with all statutory and other obligations and regulations imposed by any authority
- make safe or repair any defects in the property covered under this Policy immediately they are identified.

12 Alteration of Risk

You must tell *us* as soon as possible about any changes in circumstances which increase the risk of *damage*, accident or liability, such as:

- changes in the *event insured* or the *premises*
- structural alterations or major repairs
- any demolition, groundwork, excavation or construction being carried out adjacent to the *premises*.

You will not be covered under this Policy unless such changes have been accepted by *us* in writing.

13 Rights of Third Parties

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

ENDORSEMENTS

The following Endorsements and any supplementary Endorsements are operative only if the number shown against them appears in the Schedule.

Each endorsement is deemed to be otherwise subject to the terms, exceptions and conditions of the appropriate Sections of this Policy.

- 1 Exclusion of Products Liability (Public and Products Liability)**
Under Section 1 liability arising from products sold or supplied by *you* other than food or beverages is not covered.
- 2 Exhibitor's Extension (Cancellation Expenses)**
Section 4 is extended to cover *expenses* incurred by *you* as an exhibitor following *your* failure to vacate the venue at the termination of tenancy resulting from any cause beyond the control of *you* or the *event insured* organiser(s), sponsor(s) or financial supporters.
The most *we* will pay is £500.
- 6 Restriction of Theft Cover from Premises (All Risks)**
We will not be liable under Section 3 for *damage* by theft, or attempted theft, not involving entry to or exit from the *premises* buildings by forcible and violent means.
- 7 Exclusion of theft from Unattended Vehicle (All Risks)**
Under Section 3 *damage* caused by or resulting from theft from any unattended motor vehicle is not covered.
- 8 Exclusion of Accidental and Malicious Damage (All Risks)**
Under Section 3 *we* do not cover *damage* to *your* property at the *premises* caused by accidental means or resulting from malicious people or vandals unless entry to or exit from the *premises* is by forcible and violent means.
- 9 Exclusion of theft from an Unattended Trailer (All Risks)**
Under Section 3 *we* do not cover *damage* caused by or resulting from theft of contents from any unattended trailer not in a locked building or compound.
- 13 Manual Work Away (Public and Products Liability)**
Section 1 is extended to include liability arising from manual work undertaken within the *territorial limits* in connection with the *event insured*.

MAKING A CLAIM

General advice to assist you:-

- * Check the Policy carefully to see that the *damage* is covered. If in doubt, contact *your* insurance advisor or *us*.
- * Tell *your* insurance advisor or *us* as soon as *you* can by telephone, letter, fax or e-mail.
Ansvar Insurance Company Limited, Ansvar House, St. Leonards Road, Eastbourne, East Sussex, BN21 3UR
Tel: 01323 737541 Fax: 01323 739355 E-mail: ansvar.claims@ansvar.co.uk
- * If the *damage* is serious, contact *us* immediately.
- * If possible, 2 competitive estimates for repair or replacement should be obtained.
- * Do not delay sending in the *claim* form while waiting for estimates - just state they are being obtained.
- * Tell the police as soon as *you* can if property is stolen, maliciously *damaged*, or a valuable item or *money* is lost, and obtain a crime reference number.
- * When necessary, *you* should arrange for emergency repairs to be carried out to prevent further *damage*.
- * All salvage must be protected and retained for *our* inspection, unless *we* or the loss adjuster have instructed *you* to the contrary.
- * Once *we* have agreed an estimate, *you* can get the work done and send the final account to *us* for reimbursement (subject to any Policy terms).
- * If someone is making a *claim* against *you*, do not make any promise to pay. Send any letter or document to *us* unanswered without delay.
- * If there is serious *damage*, *we* may appoint an independent loss adjuster or investigator to deal with *your claim*.

HELPLINE SERVICES

DAS (DAS Legal Expenses Insurance Company Limited) provide these services 24 hours a day, 7 days a week during the *period of insurance*.

Eurolaw Legal Advice

DAS will give *you* confidential legal advice over the telephone on any commercial legal problem affecting the *event insured*, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax Advice

DAS will give *you* confidential advice over the telephone on any tax matters affecting the *event insured* under the laws of the United Kingdom.

Business Assistance

In the event of an unforeseen emergency affecting the *premises* which causes *damage* or potential danger, *DAS* will contact a suitable repairer or contractor and arrange assistance on *your* behalf. All costs of assistance provided are *your* responsibility.

To contact the above services telephone DAS on 0117 934 0437 quoting *your* policy number.

To help DAS check and improve service standards, all calls are recorded.

Counselling

DAS will provide all *employees* (including any member of their immediate family who permanently lives with them) with a confidential counselling service over the telephone including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the above service telephone DAS on 0117 934 2121 (these calls are not recorded).

DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control.

Please do not phone DAS to report a general insurance *claim*.

The Employment Manual

The *DAS* Employment manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit the website at www.das.co.uk. From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for *your* own use.

The Financial Services Compensation Scheme (FSCS)

This scheme was set up under the terms of the Financial Services and Markets Act 2000.

The aim of FSCS is to protect private and small business customers should an insurer go out of business and be unable to meet its liabilities or pay *claims*. In this event it is likely that the FSCS would consider churches and charities similarly to small companies i.e. *you* may be entitled to compensation depending upon *your* income and the number of people *you* employ.

FSCS may arrange to transfer *your* policy to another insurer, provide a new policy or, if these actions are not possible, provide compensation. The maximum level of compensation *you* can receive from the Scheme for a *claim* against an insurance firm depends on the type of insurance policy.

- For compulsory insurance, such as third party motor insurance, the full amount of the *claim* or unused premiums is protected in full.
- For non-compulsory insurance, such as property insurance, the first £2,000 of a *claim* or policy is protected in full followed by 90% of the remainder.

For further information:

Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN
www.fscs.org.uk Tel: 020 7892 7300

COMPLAINTS PROCEDURE

We aim to provide a high standard of service. However, if *you* have any reason to complain about the advice or service *you* have received *you* should contact *your* insurance advisor or Ansvr Insurance Company Limited.

You can make *your* complaint in writing or verbally to the General Manager or any manager at:

Ansvr Insurance Company Limited, Ansvr House, St. Leonards Road, Eastbourne, East Sussex, BN21 3UR
Tel: 01323 737541 Fax: 01323 644082
E-mail: ansvar.insurance@ansvar.co.uk www.ansvar.co.uk

- We will acknowledge all complaints within 5 working days.
- All complaints will be investigated independently at a senior level within Ansvr Insurance.
- We will aim to respond formally to *your* complaint within 4 weeks, but we shall endeavour to report to *you* within 10 working days whenever possible.
- If after 4 weeks we have not completed *our* investigation we will write to *you* to tell *you* the progress of the investigation. We will then write to *you* again within 8 weeks of receiving *your* complaint with *our* response, or to inform *you* of the progress being made.
- If *you* are not satisfied with *our* response, or we have not completed *our* investigation after 8 weeks, we will inform *you* of *your* right to take the complaint to:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR
Tel: 020 7964 1000 Fax: 020 7964 1001
E-mail: general.info@financial-ombudsman.org.uk

- If *you* are a business with an annual turnover of less than £1million, *you* are entitled to refer *your* case to the Financial Ombudsman Service.

This complaints procedure does not affect *your* right to take legal proceedings.

OTHER USEFUL ADDRESSES

Ansvr Insurance Company Limited
Ansvr House, St Leonards Road
Eastbourne,
East Sussex, BN21 3UR
Tel: 01323 737541.
Fax: 01323 644082.
www.ansvar.co.uk

Keegan & Pennykid (Insurance Brokers) Limited
50 Queen Street,
Edinburgh
Midlothian, EH2 3NS
Tel: 0131 225 6005.
Fax: 0131 226 3811.
E-mail: mail@keegan-pennykid.com
www.keegan-pennykid.com

The Financial Services Authority
25 The Colonnade
Canary Wharf
London, E14 5HS
Tel: 020 7066 1000.
www.fsa.gov.uk/mgi

Financial Services Compensation Scheme
7th Floor, Lloyds Chambers, Portsoken Street,
London, E1 8BN
Tel: 020 7892 7300.
www.fscs.org.uk

DAS Legal Expenses Insurance Company Limited
DAS House, Quay Side
Temple Back, Bristol, BS1 6NH
Tel: 0117 934 2000.
Fax: 0117 934 2109.
www.das.co.uk

The Association of British Insurers
Consumer Information Department
51 Gresham Street
London, EC2V 7HQ
Tel: 020 7600 3333.
www.abi.org.uk



Ansvr Insurance Company Limited
Ansvr House, St Leonards Road
Eastbourne, East Sussex, BN21 3UR
Tel: 01323 737541 Fax: 01323 644082
Email: Ansvr.insurance@ansvar.co.uk
www.ansvar.co.uk

Registered Office: Beaufort House,
Brunswick Road, Gloucester, GL1 1JZ
Registered No: 661060 England

Member of:
Association of British Insurers (ABI)
Financial Ombudsman Service (FOS)

Ansvr is Authorised and Regulated
by the Financial Services Authority (FSA).
Our FSA Register number is 202019.

To check these details on the FSA's Register:
www.fsa.gov.uk/register
Tel. 0845 606 1234

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