

## KEY FEATURES OF COVER: PATRON'S LUNCH STREET PARTIES

Quotations will include full policy wording and any endorsements, all in Plain English. The following notes outline the main features of cover and then we explain some of the terms used. This summary refers to insurances issued in £ Sterling. If you decide to insure in € or \$, different limits will apply. The Summary below describes the cover, but cover under any section only applies if it is shown as Insured in the Cover Details.

For the insurance detailed in this summary to apply, you must have chosen "Patron's Lunch Street Party" in the "Type of Event" section of the Quick Quote page.

### EVENT CANCELLATION/DISRUPTION SECTION

- **Operation of Cover:** pays for loss **You** suffer as the result of Disruption to the Event due to any Cause beyond the control of **You**, your Organiser or the sponsors or financial backers. If **You** are organising the event for another party, then the insurance does not cover any Cause which is within the control of that party.
- **Disruption** is defined as the necessary and unavoidable cancellation, abandonment, postponement, relocation or other substantial deviation from the pre-planned and published programme, content timing or Venue, and non-appearance of Featured Persons.

### Cover is provided for the following financial losses:

- Lost Expenditure
- Cost of Advising those who need to know
- Costs of Minimising Disruption (£for £) (authorised or unauthorised)
- Failure to Vacate Penalties
- Other Obligations
- Loss of Profit (when applicable)
- Return of charges, sponsorship etc. (when applicable)
- Future Event Protection (if applicable)

In addition the insurance provides "**EXTRA-COVER**" © - automatic free additional cover of 25% on top of the Limit **You** select to provide extra cover for:

- Agreed Additional Costs of Avoiding Disruption
- Cost of advising those who need to know
- Other Additional Expenses agreed with **Us**
- Cost of Calculating Claim
- Failure to Vacate Penalties
- Other Obligations
- Future Event Protection (if applicable)

### ADDITIONAL FEATURES

- **Free Terrorism cover is included** (unless we tell **You** otherwise). The free cover depends on where **You** are based, and where the event is being held:
  - **If you are based in England, Scotland or Wales and the Event is in England Scotland or Wales:**
    - cover is included **free of charge** for events with a total Revenue or Expenditure sum insured **up to £500,000** in respect of Terrorist Attack occurring **within England, Scotland or Wales at any time during the Period of Insurance. Cover includes terrorism involving chemical, nuclear or biological weapons**, provided the act is Certified as a Terrorist Act by HM Treasury. "Cyber Terrorism" is excluded.
    - **Pool Re Condition: it is a condition of this cover that you if you have insurance on your general business property (buildings, business equipment and machinery, contents, stock etc) such insurance must be with an insurer which is a member of Pool Re and cover must include cover for damage by terrorism. If you insure any other currently planned events or productions taking place in England, Scotland or Wales then such insurance must also cover terrorism. If you do not meet this condition then this terrorism cover does not apply.** We can supply a list of Pool Re member companies on request or it can be viewed at [www.poolre.co.uk](http://www.poolre.co.uk) . "Extra Cover" does not apply to this extension due to Pool Re rules.
  - **If you are based in England, Scotland or Wales and the Event is outside England, Scotland or Wales:**
    - for events within Northern Ireland, any other EU Country, Iceland, Monaco, Norway and Switzerland cover is included **free of charge up to £500,000** in respect of Terrorist Attack occurring **at the Venue at any time during the Period of Insurance. It also covers Terrorist Attack (other than at the Venue) within 30 days of the opening of the Event and within 25 miles of the Event.** The condition precedent does not apply, but cover does not include the use of chemical, nuclear or biological weapons

**If you are based outside the England, Scotland or Wales:**

- for Events within UK (including Channel Islands and the Isle of Man) , any other EU Country, Iceland, Monaco, Norway and Switzerland cover is included **free of charge up to £500,000** in respect of Terrorist Attack occurring **at the Venue at any time during the Period of Insurance. It also covers Terrorist Attack (other than at the Venue) within 30 days of the opening of the Event and within 25 miles of the Event.** The condition precedent does not apply, but cover does not include the use of chemical, nuclear or biological weapons
- **Wider cover is available.**
- **We charge a separate premium for terrorism cover on events above £500,000.**

**We also include cover for:**

- **National Mourning:** Unless we tell **You** otherwise, for events in Europe we automatically include Loss Caused by National or Court Mourning in respect of individuals under 65 years of age in the country where the Event is being held and the death or the funeral coincides with the date of the Event. Wider and more specific cover is available. In addition we will include National Mourning due to the death of the Duke of Edinburgh where this occurs within 7 days of your event
- **Death of the Queen:** we automatically include Loss Caused by the death of the Queen prior to the staging of Your event
- **Adverse Weather:** providing you purchase the insurance at least 14 days prior to event set up, we automatically include Loss Caused by Adverse Weather leading to necessary and unavoidable cancellation or abandonment of the event. The weather conditions must be such that mean that the event becomes either unsafe, or impossible to continue with.

**MAIN EXCLUSIONS FROM EVENT DISRUPTION SECTION**

**The following are excluded, but cover may be available subject to individual underwriting for each event:**

- War, Civil War, & Similar Risks
- Terrorism (except for the "free limit" provided – see above)
- Outbreaks of Communicable Diseases leading to quarantine or travel restrictions
- Swine Flu A (H1N1) , Influenza A (H5N1) or any mutation or variation of these
- Known or Planned Construction, Alteration or Repair work at a Venue
- Adverse Weather affecting events in the open or in temporary structures, accept as above
- Failure or non-availability of means of teleconferencing or similar data communication links
- Existing Strikes or Labour Disputes if the insurance starts less than 90 days before the commencement of the event
- Non-appearance of Key Featured persons or Key Groups or Categories of Persons
- National mourning except as above
- Flooding where the insurance is purchased less than 14 days prior to the start of the event set up

**The following risks cannot be insured under this insurance**

- customs seizure resulting from the handling of contraband or illicit trade which is with your knowledge
- nuclear risks + chemical and biological weapons
- financial or trading risks - such as financial default or failure, lack of support, finance or interest
- **any circumstance which may give rise to a loss which exist at the time of taking out the insurance**

**EXPLANATION OF TERMS**

- **Lost Expenditure** - Money spent which is irrecoverable and which goes to waste because of something which goes wrong with the Event.
- **Cost of advising those who need to know** - the cost of telling those people who need to know - for example "don't turn up", or "the event has been moved to..."
- **Costs of minimising Disruption** ( £ for £ ) ( authorised or unauthorised)  
Expenses incurred as the result of Disruption where the expense is justified by the value of the loss it avoids or reduces
- **Failure to vacate penalties** - penalties payable to venue(s) because **You** are unable to vacate the Venue on time because of an insured Cause,
- **Other Obligations** - written financial undertakings given by **You** (where if no loss occurred **You** would have no responsibility) to reserve or provisionally book optional accommodation, transportation, tours and the like, to be offered in connection with the Event - for example hotel rooms booked and expected to be taken up and paid for by delegates or others- if the event is cancelled then **You** might be presented with the bill.
- **Loss of Profit** - the loss of profit **You** can clearly show **You** would have earned had it not been for the Disruption.
- **Return of Charges** - the commercially essential and justifiable refund of contracted charges, fees for attendance or space or sponsorship.
- **Key Featured Person** – any person whose non-appearance or inability to attend the event as planned (following death, illness or other reasons) would prevent the commencement or completion of the Event.

- **Key Groups or Categories of Persons** - any group or category of persons whose collective inability to attend the event as planned (following death, illness or other reasons beyond their control and beyond your control) would prevent the commencement or completion of the Event

**and under "EXTRA-COVER" © up to 25% uplift on the Standard Limit of Indemnity in respect of**

- **Agreed Additional Costs of Avoiding Disruption** - if some costs are necessary but don't demonstrate a £ for £ saving, then simply agree the costs with **Us** first.
- **Other Additional Expenses** - we include this just in case there are any expenses incurred which cannot be directly linked to avoiding or reducing a loss. Please note that it does not cover those expenses which can be covered under the Optional Benefits or Extensions.
- **Cost of calculating Claim** - expenses **You** directly incur in making a claim against the insurance.
- **Future Event Protection** - if your event has a clearly established reputation and the Disruption can be shown to have damaged that reputation, then this covers equitable expenditure in order to reduce the adverse effect on the next holding of the event.

## **DAMAGE TO PROPERTY SECTION**

Covers loss of or damage to property belonging to **You** or hired to **You** at and whilst travelling to or from the event, and includes:

- Reinstatement ("new for old") value insurance provided **You** insure the full value
- Loss of hire charges on hired equipment up to 25% of the value insured
- Damage to the venue up to £50,000
- **Damage by Terrorism is automatically included free of charge up to £150,000 sum insured. If You and the Event are both in England, Scotland or Wales, then the terrorism cover only applies if you meet the Pool Re Condition (see Cancellation & Disruption Section above). If you do not, the terrorism cover under this section is void.**
- Terrorism cover above £150,000 is available at additional premium. Please note that some other insurers exclude terrorism under their property damage cover.

### **Significant Exclusions from Property Damage Section**

- Buildings, or the fixtures and fittings or fixed plant and machinery of a building owned or normally occupied by **You**.
- data
- Money, deeds, securities or other documents which are evidence of value
- aircraft, watercraft or vehicles licenced for road use except where on static display at the Event
- Damage to soft ground
- Unless agreed by **Us** and stated in the Cover Details
  - livestock, bloodstock, plants or trees
  - marquees
  - any item of jewellery, precious metals or stones, furs or watches
  - computers, portable communications equipment, LCD or plasma screens
- mysterious disappearance or discrepancy,
- electrical or mechanical breakdown
- theft of property from unattended Venues other than that Caused by:
  - entry to or exit from buildings by forcible and violent means
  - actual or threatened violence or assault
  - in respect of temporary structures or their contents or property in the open entry to or exit from the Venue site by forcible and violent means

This exclusion shall not apply if the property is in the custody of persons with whom **You** have a written contract for carriage.
- damage Caused by storm or flood to moveable property in the open other than:
  - marquees, tents and portable structures
  - other property which has been designed to be used in the open or has otherwise been protected against damage by storm or flood.
- Damage caused by Your deliberate act or of any person acting on Your behalf,

## **MONEY SECTION**

Covers loss of or damage to money at the venue or whilst in direct transit to or from a bank in the vicinity of the venue up to your selected sum insured.

### **Significant Exclusions from Money Section**

- any loss occurring when the registration desk or other place where the Money is received is closed for business or temporarily unattended unless all Money is placed in a safe and all keys removed from that vicinity
- loss from in or on any unattended vehicle
- More than £1000 Caused by Terrorism
- The insurance contains a warranty setting out the minimum number of persons who must accompany Money in transit.

## LIABILITY INSURANCE SECTION

Cover is provided for

- legally liability to pay Damages
- Claimants Costs and expenses
- Costs and expenses incurred by or with Our written consent

and which arises in connection with the Event(s) within the scope of cover detailed under Employers Liability and Public Liability.

Cover includes

- Indemnity to Directors, Employees and where applicable, Volunteers
- If **You** are an Association, Club or Committee, cover for your officers and members for the time being in connection with the Event
- Contractual Liability and Indemnity to Principal
- Indemnity to Venue Owners or Operators
- Cross Liabilities
- Court Attendance Expenses
- Data Protection Act 1984 Liability

### Employers Liability

- This covers your legal liability for death injury or disease suffered by any Employee. The term Employee includes any person under a formal or casual contract to work for **You**, including any
  - temporary employees (paid or unpaid)
  - Labour master or labour only sub-contractor or person supplied or employed by them
  - Self-employed persons
  - Person hired to or borrowed by **You**
  - Person undertaking study or work experience or youth training scheme
  - Volunteerswhile working for **You** in connection with Your business and employed under a contract of employment entered into or effected within the European Union, Channel Islands, Iceland, Monaco, Norway or Switzerland
- Cover includes
  - Unsatisfied Court Judgements extension for UK & Eire
  - Overseas Contingent Employer's Liability cover is included where legally required outside Europe, but only in excess of any cover arranged to meet local requirements. **You** should check local legislation to see whether **You** are required to arrange any compulsory liability or Workmen's Compensation insurance locally in the country where the people are employed.
  - Health & Safety at Work Act legal defence costs (also applies to equivalent legislation in Europe)
  - Manslaughter and Corporate Homicide Legal Defence Costs up to £1m.
- The Maximum Payable under this section is £10,000,000 any one Occurrence inclusive of costs and expenses. Liability arising from terrorism or asbestos is excluded other than the legal minimum cover in the UK – currently £5,000,000 any one occurrence.

### Public Liability

This covers your legal liability to third parties for Accidental

- **Personal Injury** – death, bodily injury, illness, disease and other wrongs including false detention, false imprisonment, and wrongful eviction
- Property Damage
- Obstruction, physical loss of amenities, trespass, nuisance or interference with any right of way light air or water.
- Cover includes:
  - Food and drink supplied at the Event
  - Liability for damage to Venues
  - Motor Contingent Liability ( non-owned vehicles)
  - Car Parks Liability
  - Movement of Obstructing Vehicles
  - Sudden and Unintended Pollution
  - Health & Safety at Work Act Legal Defence Costs (also applies to equivalent legislation in Europe)
  - Manslaughter and Corporate Homicide Legal Defence Costs up to £1m.
  - Consumer Protection Act Legal Defence Costs (also applies to equivalent legislation in Europe)

## EXCLUSIONS UNDER ALL LIABILITY COVER

- Any legal action in USA or Canada
- Penalties, fines, punitive or exemplary damages or multiplied damages
- Libel, slander or defamation
- Employment disputes issues, error or omissions relating to the provision of employee benefits

### Exclusions under Employer's Liability

- where the Employee (other than a driver) is carried in or on a vehicle or is getting in or out of a vehicle where such Injury arises from the operation of the vehicle by **You** within road traffic laws requiring compulsory insurance or security.
- Any person employed under a contract entered into or existing outside the European Union, Channel Islands, Iceland, Monaco, Norway or Switzerland
- Offshore work

### Exclusions under Public Liability

- **Personal Injury** to Employees (other than Volunteers)
- **Property Damage** to property belonging to or occupied by **You** or in Your care, custody or control other than
  - the personal effects of Employees or visitors to the Event,
  - Venues
- **Personal Injury** or **Property Damage** caused by deliberate acts with disregard to the consequences or as the result of the application of tools or work being done on property or the Venue
- Damage to soft ground
- The ownership, possession, use or operation of mechanically propelled vehicles in circumstances where compulsory insurance is required
- Craft designed to travel in or through air, space or water other than:
  - non-commercial handcraft or sailing craft on inland waters
  - where they are used or operated as part of a display or exhibition,
- Products other than food and drink supplied at the Event
- The use or application of any cosmetics, therapy or treatment
- Actual or alleged sexual molestation, physical or mental abuse, assault or battery
- Unless agreed by **Us** - the use or provision of any bouncy castles, inflatable, slides or rides (mechanical or otherwise) except where such are set up by, operated by and taken down by bona fide contractors who have provided **You** with evidence of current public liability insurance which covers the activity, and which indemnifies **You** as principal.
- Professional services or advice given for a fee (this is a professional indemnity risk)
- Pollution except as covered under Sudden and Unintended Pollution Extension
- The **Property Damage** excess shown in the Cover Details
- Liability assumed under contract which would not have attached in the absence of such contract unless We have conduct and control of any claim
- Asbestos
- Terrorism
- Communicable diseases which lead to quarantine or restriction in movement of people or animals or the issue of travel advisory warnings
- Player to Player liability in Contact Sports. Liability to Players and Player to Player liability in Impact Sports.

## GENERAL POLICY EXCLUSIONS

### No part of this insurance covers:

- Nuclear risks ( except where Terrorism cover applies in England, Scotland or Wales, as this includes Nuclear, chemical and biological weapons – see section on Terrorism above)
- War and Allied Risks

### Material Facts and Pre-existing Conditions

Please note that if when taking out event insurance **You** are aware of any circumstances or information which may increase the risk of a claim, **You** should advise **Us** so that this may be disclosed to the insurer. This will not necessarily affect the terms quoted, but failure to do so may invalidate the insurance and prevent **You** from making a claim