

Christmas Lights Insurance Policy Wording



EVENT INSURANCE SERVICES LTD

Who are Event Insurance Services Ltd

Event Insurance Services Limited is a specialised intermediary operating within the private and corporate sectors. Our policies provide affordable, reliable insurance, tailored to fit the scale and style of the occasion.

This is our Christmas lights Insurance policy, a comprehensive event insurance policy for those organising and responsible for a Christmas lights and tree display.

This document contains the terms and conditions of the policy. We don't use any small print. All our T's & C's are all the same size. We aim to provide examples and help texts for key pieces of information.

Here to Help! – any content within the wording, highlighted in this fashion does not form part of the contract. These notes are here to help you and provide additional information, to make certain sections or phrases easier to understand.

This Insurance...

This insurance is arranged by Event Insurance Services Ltd & underwritten by Convex Insurance UK Limited, 52-54 Lime Street, London, UK, EC3M 7AF.

Event Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority.

Convex Insurance UK Limited is a company registered in England & Wales with registration number 11796392. Its registered address is 52 Lime Street, London, EC3M 7AF, United Kingdom.

Convex Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register Number 840616).

In return for the payment of **Your** premium, **We** will provide the insurance cover detailed in **Your Policy Certificate** and this **Policy** document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the **Period of Insurance**.

Your Policy is valid for the **Period of Insurance** as shown on **Your Policy Certificate**.

Please refer to the **Policy** documents provided to **You** when the **Policy** was purchased or amended, for details of the type and level of cover **Your Policy** provides.

In return for the payment of **Your** premium **We** will provide the insurance cover detailed in **Your Policy** certificate and this **Policy** document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the **Period of Insurance**.

Your Policy is valid for the **Period of Insurance** as shown on **Your Policy** certificate.

Please refer to the **Policy** documents provided to **You** when the **Policy** was purchased or amended, for details of the type and level of cover **Your Policy** provides.

Some Important Telephone numbers for you:

For Sales & Renewals:

01425 470 360

For Customer Services & Queries:

01425 470 360

To make or discuss a Claim:

01425 208 983

To make or discuss a Complaint:

01425 470 360

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HOW TO USE THIS WORDING

Policy terms and conditions can be confusing. **We** have endeavored to make it easier by explaining how to use this booklet and where **You** can find the information **You** need.

Your Documents

This document should be read in conjunction with two others which **You** have received with **Your Policy** or quotation. These documents form the basis of the contract of the **Policy**. These documents are:

- **Your Policy Certificate** or **Your Quotation**,
- **Your Statement of Fact**

Your Policy Certificate or **Your** quote will provide **You** with important information; it will tell **You** who **We** are covering and which of **Our** protections **You** have taken out, and how much **You** are covered up to in the event of a claim.

When looking at the **Policy** terms and conditions it is important that **You** check the quote or certificate, so **You** know which sections **You** need to read and refer to

For example: If you have only taken out public liability, you only need to refer to Section 1 – public liability, and not the other sections of cover...

Your Statement of Fact is **Your** copy of the information **You** have declared to **Us**. It is this information which **We** have based **Our** decision to provide **You** with the insurance or a quotation. It is vital that **You** make sure the information contained within this document is correct.

In return for the payment of **Your** premium **We** will provide the insurance cover detailed in **Your Policy Certificate** and this **Policy** document, subject to the terms, conditions, and limitations shown in this document. **Your** cover is valid from and until the dates specified on **Your Policy Certificate**.

Important Words

In insurance, words or phrases can have special, specific meanings. If something has a special meaning, it is usually because it differs from that of a standard dictionary definition.

These words **We** highlight in **bold** and have their meanings explained in a glossary, or in some form of help text. The list of special words which **We** have put together can be found on page 7. Important definitions can affect **Your Policy**.

Where to find what you're covered for...

When looking at **Your** documents it is important to make sure **You** know which sections of the wording **You** need to read.

We have split out **Our** cover into 'sections'. **You** could take out a single section of cover, for example, public liability, or **You** could take out public liability, employers liability, Equipment cover, and **Cancellation** cover all together.

Each of these sections have their own set of exclusions; which are not covered. This can be an activity at an **Event** like a bouncy castle, or a cause of a claim for example damage from vandalism.

Also included within each section, are any extensions which **We** may be offering, such as Indemnity to Principal which **You** may have been asked to make sure is included by **Your Venue** or local authority.

In addition to each sections' individual exclusions, there are certain things which we don't cover that apply to the whole policy such as war. If something is damaged, a person injured, or an event is cancelled because of war it is not something we cover. These are known as General Exclusions

Our Policy document lays out **Our General Exclusions** in their own 'chapter' before **You** get down to the ins and outs of each individual section.

What to do if you need to claim

If **You** experience an incident at **Your Event** causing **You** to have to claim **You** need to know what to do.

Our claims chapter outlines what **You** need to do, what information **You** need to provide **Us** and what **Our** responsibilities are. Common things to be aware of are:

- *Time frames* – The time withing which **You** must report a claim to **Us**.
- *Salvage* - **Our** right to see or take ownership items involved in a claim.
- *Evidence* – All claims require a degree of evidence to ensure that the claim is honest and covered under the terms of the **Policy**.

It is always worth reading this so **You** are prepared should **You** need to use the **Policy**.

The last thing to be aware of is that **We** do need to be notified of any incident which takes place and could give rise to a claim in the future. As an example, someone can try to claim against public liability for a **Bodily Injury** for up to three years after the **Event**. Not telling **Us** about incidents or problems could affect **Your** position should a claim eventually be made.

Conditions of cover

In the same way there are conditions when it comes to making a claim i.e. what **You** need to do in the event of a claim; there are also conditions which apply to the purchase of the **Policy** and what **You** should do leading up to the **Event**.

These are things like:

- What to do if **You** need to cancel the insurance.
- Informing **Us** of any changes to the **Event**.
- Explain what basic precautions **You** need to take when managing the events
 - Making sure **You** prepare and tidy up the **Venue**,
 - Supervise and train **Your** Volunteers, Helpers and **Employees**,
 - Comply with any manufacturer's guidelines and instructions of equipment,
 - Run the **Event** in line with all 'regulatory' requirements such as health and safety procedures.

By taking out the **Policy**, **You** are agreeing to these conditions, so do make sure **You** read and understand them. If there are ever any elements of these conditions (known as General Conditions) or the Claim Conditions which **You** don't understand, do let **Us** know and **We** can explain them to **You**.

Regulatory Information

As an authorised and regulated company, **We** must provide **You** with details about **Our** regulation, who **We** are, **Our** contact details and what to do if **You** are not happy with the coverage in the event of a claim. This information is detailed at the end of the **Policy** document.

What you should do next...

We strongly recommend that **You** read this **Policy** and keep it in a safe place.

Your Policy and certificate should be read carefully to ensure that it meets **Your** requirements. **You** must take care to provide **Us** with accurate information which is correct to the best of **Your** knowledge. Please check all the **Policy** details carefully, these set out the information **You** have given **Us**.

If **You** think there is a mistake, or **You** need to make changes, **You** should notify **Us** immediately. Failure to provide correct information or inform **Us** of any changes could adversely affect **Your Policy**, including invalidating **Your Policy** or causing claims to be rejected or not fully paid.

It is also **Your** responsibility to ensure that this **Policy** satisfies the requirements of the **Venue(s)** or local council, if applicable.



IMPORTANT DEFINITIONS

Words or phrases used within this document which have a special meaning.

From this point on in the wording, if a word is highlighted in bold, it will have a meaning which can be found here.

If we have not given a word any special meaning, then you should refer to the Oxford English Dictionary for its meaning as that is what would be referred to if necessary, in the event of any claim.

Aggregate

Where multiple persons effected by an incident, are treated as a single claim and any settlement is distributed between them.

Bodily Injury

Death, illness, disease, or physical damage to a person's body.

Communicable Disease

Any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly.

Computer System

Fixed Computer Equipment and **Portable Computer Equipment**.

Computer System Failure

Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, involving access to, processing of, use of or operation of any **Computer System**.

Data

Data of any sort, including but not limited to, tangible or intangible data and any programs of software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, website or any information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by Fixed Computer Equipment or Portable Computer Equipment.

Employee

Any person working for you (whether they are paid or un-paid), who is under **Your** direct control and supervision carrying out a task on **Your** behalf whilst at the **Event**. This does *not* include employees of professional **third party(ies)** contracted for the **Event**.

Event

The planned public occasion or social gathering which **You** are either organising or attending which is described

and outlined within the **Statement of Fact**, taking place on the **Event Date(s)**.

Event Date(s)

The dates specified within the **Statement of Fact** as the date(s), the **Event** is open to the public.

Fixed Computer Equipment

Equipment used for the electronic processing, communication and storage of data consisting of mainframes, servers, personal computers and other installed equipment, including:

- a) fixed discs, interconnecting wiring and telecommunications equipment; and
- b) printers, scanners and other peripheral computer equipment solely for use with other insured installed computer equipment comprising air conditioning equipment, generating equipment, uninterruptible power supply voltage regulating equipment, temperature and humidity recording equipment, electronic access equipment, heat, smoke and water detection equipment, lightning and transient overvoltage protection devices, computer furniture, gas flooding cylinders and pipework and computer room partitioning.

Geographical Limits

England, Scotland, Wales, Northern Ireland, the Channel Islands and Isle of Man.

Period of Insurance

The period as shown as the Insurance Date on the **Policy Certificate**.

Policy

The insurance cover outlined in this document, the **Policy Certificate**, and **Statement of Fact**.

Policy Certificate

A document which provides **You** with **Your** proof of insurance. It details the types and levels of cover **You** have purchased and summarises key details about the **Event**.

Pollution/Contamination

The introduction of a harmful or damaging substance into the **Venue** or its surrounding and connecting environment, structures, water, land, or atmosphere.

Portable Computer Equipment

Equipment that is designed to be carried on or by a person consisting of:

- a) laptops, palmtops, notebooks and tablet personal computers;
- b) personal digital assistants and smartphones;
- c) removable vehicle satellite navigation systems and digital cameras;
- d) printers, projectors, broadband modems and other devices which connect to other portable computer equipment.

Statement of Fact

Your responses to **Our** fact finding, and the declaration on which **We** have based **Our** decision to offer **You** insurance. Information on this document which is either inaccurate, incorrect, or out-of-date could invalidate **Your** insurance or lead to a claim not being fully paid.

Venue

The location or locations where the **Event** is to be held which appears in the **Statement of Fact**.

We, Us, Our, Insurers

Convex Insurance UK Limited and/or Event Insurance Services Ltd.

You, Your, Insured

The person or persons, members club, organisation or company listed on the certificate as Name of the **Insured**

GENERAL EXCLUSIONS

These are things which are not covered under this Policy and apply to every section of cover We offer.

It is important that you read these, as well as the exclusions which apply just to the sections which you have cover for. You can always check which sections you are and aren't covered for on your policy certificate.

1. Biological or Chemical Materials

The actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.

This Exclusion 2 does not apply to Section 2 Employers' Liability

2. War

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

3. Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. Any act of terrorism directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with biological, chemical, radiological or nuclear pollution or contamination shall be excluded.

4. Deliberate Acts

Loss or Damage caused intentionally by **You**, or by anyone working on **Your** behalf.

5. Existing Damage

Loss or Damage occurring prior to the commencement of **Your** insurance cover.

6. Sonic Pressure

Loss or Damage from pressure waves caused by aircraft or other flying devices travelling at sonic or supersonic speeds.

7. Secondary Losses

We do not cover any additional or supplementary losses as the result of any claim under this **Policy**.

Secondary losses are also known as "consequential losses" in insurance jargon. Examples of secondary losses could be a loss of earnings following a damaged item or venue. It could be the cost of phone calls made following the theft of a phone.

8. Wear and Tear

Loss or damage because of naturally occurring wear, aging, rusting or corrosion, wet or dry rot, fungus or anything which causes damage over time.

9. Domestic Pets

Loss, damage or **Bodily Injury** caused by domestic pets, insects or vermin.

10. Cyber and Data Loss

- a) any **Cyber Act**; or
- b) any **Computer System Failure**; or
- c) any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Computer System Failure**;
and / or fear or threat (whether actual or perceived) thereof; or
- d) any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.

This Exclusion does not apply to Section 2 Employers' Liability.

11. Unexplained Losses or Damage

We will not cover any damage or loss which is unexplained, the result of a disappearance or discrepancies.

An example of an unexplained damage would be where, an item is damaged at a venue, however neither you or the venue are unable to prove how, when, or why the damage happened, or who caused it.

12. Recoverable Losses

Any sums recoverable from any other source.

13. Contractual Disputes

Disputes, arguments or contractual breaches between **You** and **Your Event** suppliers/contractors.

14. Voluntary Losses

Property or costs which **You** are not legally responsible for.

15. Communicable Disease

any **Communicable Disease**, or any fear or threat (whether actual or perceived) of any **Communicable Disease**, or any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of any **Communicable Disease**.

This Exclusion does not apply to Section 2 Employers' Liability.

16. Nuclear

- 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 thereof;
- c) any weapon of war or mass destruction, whether or not employing atomic or nuclear fission or fusion or like

- reaction or radioactive force or matter, or pathogenic, chemical, biological or similar agents; or
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when those isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.



SECTION 1 – PUBLIC LIABILITY

The Policy Certificate will state whether this section is included in Your Policy.

What is Covered

We cover claims made against You, because of Your proven negligence, which result in You being legally responsible for causing:

- A. accidental **Bodily Injury** which occurs to a member of the public;
- B. or accidental damage to property not belonging to You;

The Policy will respond to pay damages, claimant's costs and Expenses as well as offering defence costs.

We will cover up to the Limit of Indemnity stated against section 1 on Your Policy certificate, as a result of any claim, or series of claims per incident.

Claims which arise out of the same cause of Pollution or Contamination or which feature food & drink are taken together and treated as a single claim.

What is negligence? It is a legal term which relates to a breach of a duty of care which results in damage or injury. Under the Public Liability section, it is your negligence we are covering.

What is not covered

The following exclusions apply to this section of cover, in addition to the General Exclusions.

Part 1 - We do not cover any legal liability arising from:

- A. any Product or service related liability, other than for the provision of food and drink consumed at the Event; this is including, but not limited to:
 - i. The sale, supply or hiring out of goods or services,
 - ii. the manufacturing, testing, altering, repairing, or servicing of goods or services,
 - iii. the installation, erection, packaging, dismantling transportation, or storage of goods,

Unless agreed by Us, by endorsement to the Policy Certificate.

- B. the loss of or damage to property held in trust by You or under Your custody or control;
- C. liability or damage relating to the ownership, possession or use by You or on Your behalf of any motor vehicle, trailer, mobile machine, or plant equipment.
- D. any liability or damage arising from any professional negligence, advice, malpractice, design, treatment, or specification other than for first aid facilities at the Event;

- E. liability in respect of **Pollution or Contamination** other than caused by a sudden identifiable, unintended, and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**. All **Pollution or Contamination**, which arises out of one incident shall be deemed to have occurred at the time such incident takes place;
- F. any liability which is assumed by **You** by an agreement or contract which may increase **Your** liability or agrees to cost for circumstances outside of the terms of this **Policy**;

An example of liability assumed by you by an agreement of contract would be if you entered into a contract making you responsible for all damages and costs, regardless of how they are caused. If you agree this, and sign the contract, you have agreed to things not included within this policy

- G. any wilful or malicious act or any act of vandalism resulting in:
 - i. damage at, or to the **Venue**
 - ii. **Bodily Injury** whilst at the **Event** and within the **Period of Insurance**,
- H. any liability arising from the effects of any intoxicating drink or drugs of any kind.
- I. any damage to flooring or ground at the **Venue**, except damage to carpets or rugs;
- J. any damage to underground services;
- K. any liability in respect of damage because of electrical or mechanical breakdown due to mechanical wear and tear and/or lack of maintenance.
- L. damage occurring because of the cleaning, repairing or restoration of any damaged and/or soiled property.
- M. any liability arising from any strike, labour disturbance, protest or locked out workers.
- N. any claims below the amount stated on the **Policy Certificate** as the excess of the section. The excess will also be deducted from any claims settlement made to **You**, except for **Bodily Injury** claims.
- O. the erection and dismantling of lights other than by a professional, fully qualified, **Insured** and approved electrical contractor (NICEIC & ECA);
- P. Any incident occurring during the erection and dismantling of lights, tree displays or associated equipment.
- Q. Any **Bodily Injury** or damage arising from or to a participant within any sport, game or activity; unless caused by **Your** negligence.
- R. **Bodily Injury** to an **Employee**

Extensions

We have extended public liability to automatically include the following:

Hired Venues

We will provide insurance in respect of **Your** legal liability for loss of or damage to the buildings or contents at the **Venue** hired for conducting the **Event**, but not if the terms of any hire agreement make **You** responsible for

or require **You** to **Insure** against such loss or damage at the **Venue**, unless **You** would have been liable without such agreement.

Indemnity to Principal

If **You** enter into any contract or agreement with a Principal responsible for the **Venue** or the organisation of the **Event**, **We** will, if the contract or agreement so requires, and at **Your** request, provide insurance in the terms of this **Policy** in respect of claims brought against such Principal, caused by **Your** negligence and arising in connection with the **Event**, provided that the Principal shall observe, fulfil and be subject to the terms provisions and conditions of the section insofar as they apply.

Should a claim be incorrectly submitted to one of your suppliers, venue or even a local authority; however, you, as our client are at fault and the incident is insurable under our policy; we will look to indemnify the third party, as if they were insured under this policy. That is what indemnity to principal looks to do.

Member to Member Cover

If **You** are a members club, committee or association, then in the event of one of **Your** members making a claim against another member of **Your** club, committee or association (providing suitable evidence of membership of the club, association or committee can be provided, such as minutes of meetings, registers and joining document), the cover under this section will apply as if a separate **Policy** had been issued to each member.

Conditions specific to this section

Conditions that are applicable to the policy are a “condition precedent”. This means they form part of the contract of insurance. Should you breach or not comply with these conditions you may not be covered, if you need to make a claim.

Third Parties

You must ensure any third party who **You** engage at or for the **Event** hold their own third party liability insurance to cover their participation in the **Event**. **You** must obtain evidence of the relevant **Policy** and record the name of the insurer, **Policy** number, level of cover and expiry date before the commencement of the **Event** and their arrival on site.

Right of Recovery

You must not waive or in any way impair **Your** right of recovery from any other party in connection with any claim or part of a claim and **You** must make available to **Us** if required, a copy of any contract or agreement into which **You** enter with any party, in connection with the **Event**.

IMPORTANT CONDITIONS

This information forms part of the 'contract' of insurance. When You take out the Policy You do so agreeing to the following conditions.

Necessary Precautions

It is a condition of this Policy that You must:

- A. Take all necessary precautions to prevent or reduce the likelihood of a loss, destruction, damage, accident, or injury from occurring,

*To give you some idea of what we mean, this clause involves taking practical steps to prevent something going wrong at the **Event**. For example, precautions for reducing the likelihood of an injury could include examining fire safety or conducting risk assessments where necessary.*

- B. Maintain the **Venue** (including its fixtures & fittings), machinery and, Event Equipment in a good and safe state of repair whilst in **Your** custody, care, and control,
- C. Take care in the selection, supervision, and training of any **Employees**.
- D. Comply with any manufacturer's guidelines and instructions of any Event Equipment used at the **Event**,
- E. Comply with all relevant statutory requirements i.e. lawful requirements relating to the safety of persons and property used at and during the **Event**.

Sanctions Suspension Clause

You agree that any cover, the payment of any claim and any benefit provided under **Your Policy** will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose **Us** to any sanction, prohibition or restriction under any:

- a) United Nations' resolution(s); or
- b) trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The suspension will continue until **We** are no longer exposed to any sanction, prohibition or restriction.

Change of Risk or Interest

The **Policy** was agreed based upon information contained within the **Statement of Fact** and that **You** have an insurable interest in the **Event**.

The **Policy** may become void and cease to be in effect if **You** do not contact **Us** in relation to one of the circumstances below,

- A. **Your** Interest in the **Event** ends,
- B. The **Insured (You)** is being wound up, carried on by a liquidator, or permanently discontinued.
- C. any alteration be made either in the **Event** or at the **Venue** or in any property therein or in any other circumstances whereby the risk is increased.

- D. if any information on the **Statement of Fact** is incorrect or has changed between when the **Policy** was issued and the date cover is due to start.

You can contact **Us** via the phone on 01425 470360 or via email by sending it info@events-insurance.co.uk. If **You** need to notify **Us** of a change of risk.

Policy Cancellation Details

Insurance policies can be cancelled by **You** and on occasion by **Us**. The information below will detail **Your** rights and **ours** when it comes to cancelling a **Policy**.

If you choose to cancel...

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please return it to the administrator/**Your** agent within 14 days from the day of purchase or the day on which **You** receive **Your Policy** documentation, whichever is the later. On the condition that no claims have been made or are pending, **Your** administrator / agent will then refund **Your** premium in full.

If **You** wish to cancel **Your Policy** after 14 days, **You** may be not be entitled to any return of premium. If **We** do offer a refund, **You** would be subject to a £25 administration fee taken from any return of premium **We** offer.

Acceptance of Risks

We reserve the right not to invite the renewal of **Your Policy**. In this event **We** will notify **You** in writing to let **You** know.

If we choose to cancel...

We may at any time cancel any insurance **Policy** by giving 14 days' notice in writing, where there is a valid reason for doing so. A **Cancellation** letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) non-payment of premium
- b) threatening and abusive behaviour
- c) failure to provide documents
- d) non-compliance with **Policy** terms and conditions.
- e) a change in **Your** circumstances means that **We** can no longer provide cover
- f) where **We** identify **Your** involvement in, or association with, insurance fraud or financial crime
- g) where **You** have misrepresented or provided false information to the questions asked **You** when purchased, renewed or amended **Your Policy**

If **We** cancel **Your Policy**, **We** will provide a refund of **Your** premiums less a charge for the cover already provided, unless the reason for **Cancellation** relates to fraud, which is detailed on page 18.

Choice of Law & Jurisdiction

Unless some other law is agreed in writing, English law governs this, **Policy**. Without prejudice to the arbitration agreement contained in the Arbitration clause, if there is a dispute, it will only be dealt with in the courts of England and Wales or of the country within the United Kingdom in which **Your** address provided on the **Statement of Fact** is situated.

Contracts (Rights of Third Parties) Act 1999.

A person or company who is not a 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.



CLAIMS

This section details not only how to make a claim, but also conditions which apply to the Policy relating to claims.

Any loss, or incident which takes place at your event, regardless of whether or not someone is trying to make a claim against you; or you have decided to cover the loss yourself; it should be communicated to us.

You should aim to do this as soon as possible, no later than 31 days after the event date(s). If you don't notify us, you run the risk of your claims being declined from the outset.

How to make a claim

Please contact Event Insurance Services Ltd using the details below:

Write to: Event Insurance Services Ltd Claims Services, FREEPOST, Ringwood, Hants BH24 1AJ

Or call via 01425 208 983

Or send an email to info@events-insurance.co.uk

Event Insurance Services Ltd are open 9am to 5pm, Monday to Friday.

Your claim will be handled promptly and by experienced claim handling staff. Event Insurance Services Ltd operates an in-house claims service, committed to meeting **Your** expectations if a claim must be made and ensures the highest standards are maintained.

After **Your** initial contact to **Us**, they will advise **You** on what information may be required and what the next steps will be.

Conditions applicable to the claims process

As with the other conditions applicable to the **Policy**, make sure **You** read and are happy with these because they form part of the contract of insurance along with the conditions in the previous chapter.

Actions by the insured

It is a condition of the **Policy** and the liability provided by **Us** that **You** shall:

- A. Immediately notify **Us** of any incident which could result in a claim under this **Policy**;
- B. Immediately notify **Us** of a claim with and deliver to **Us** (at **Your** expense) any evidence as may be necessary for **Us**, and, if required, a statutory declaration of the truth of the claim and any connected or related matters,
- C. Notification, to **Us** of a claim must be given within:
 - i. 7 days of the **Event** giving rise to the claim, in the case of loss, destruction, damage, accident or injury caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons;

- ii. 30 days of the **Event** giving rise to the claim in the case of any other claim, or such further time as **We** may allow; and notwithstanding items b i to ii above, the **Insured** shall immediately forward any claim by a third party or notice of any proceedings or any other correspondence and information received by the **Insured** relating to such claim on receipt;
- D. Give immediate notification to the police for the following types of incidents:
- i. Vandalism,
 - ii. Theft or attempted theft,
 - iii. Loss of money by any cause in relation to the **Event** and this **Policy**,

And provide police reports, to provide police reports for all losses arising from theft or attempted theft. for all losses arising from theft or attempted theft.

- E. Make no admission of liability, offer, promise or payment without **Our** written consent;
- F. Inform **Us** immediately of any impending prosecution, inquest or fatal accident enquiry or civil proceedings and send to **Us** immediately every relevant document,
- G. Provide **Us** with books of account, health & safety documentation or any other information which may be necessary for **Us** to investigate or verify the claim,
- H. Take all steps to recover lost property and otherwise minimise the claim,
- I. Supply a minimum of two quotes for repair, replacement or alternative services for any property damage or loss claims. These must be from two independent companies who can supply like for like services to the original supplier, or item of property involved in the claim.

Claims Enquiries

You must take reasonable care to provide accurate and complete answers to all the questions **You** are asked when **You** take out or make changes to this **Policy**.

You must notify **Your** administrator as soon as possible if any of the information in **Your Policy** documents is incorrect or if **You** wish to make a change to **Your Policy**.

If **You** do not provide accurate and complete answers to the questions **You** are asked, or **You** fail to notify **Your** administrator of any incorrect information or changes **You** wish to make, **Your Policy** may not operate in the event of a claim, **We** may charge **You** and additional premium, **We** may not pay any claim in full or **Your Policy** could be invalid.

Changes that may affect **Your** cover

You must tell **Us** as soon as possible about any changes to the information **You** provided when **You** purchased this **Policy**, for example:

Change of address

This is not an exhaustive list and any changes **You** tell **Us** about may affect **Your** cover or result in a change to **Your** premium. If **You** are unsure whether a change may affect **Your** cover, please contact **Your** administrator.

Fraud and Fraudulent Claims

If **You** or anyone acting for **You** makes a false or fraudulent claim, which includes but is not limited to;

- a) making a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
- b) sending **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
- c) making a claim for any loss or damage **You** caused deliberately or
- d) Acting dishonestly or exaggerating a claim

We;

- a) are not liable to pay the claim: and
- b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- c) may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above, **We** shall not be liable to **You** in respect of a relevant **Event** occurring after the time of the fraudulent act. A relevant **Event** is whatever gives rise to **Our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

We will not return any of the premiums paid.

This information may also be shared with the police and other **Insurers** for fraud prevention purposes.

Conditions precedent

Every condition precedent to which this **Policy** or any section or item thereof is, or may be, made subject shall, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this **Policy**. Non-compliance with any such condition precedent shall be a bar to any claim under the relevant section(s) of this **Policy**, where the subject matter of the claim was caused by the non-compliance or to the extent that the non-compliance increased it.

Subrogation

If a third party is believed to be responsible for any claim, **We** may take over, defend or settle the claim, or take up any claim in **Your** name for **Our** own benefit. This is known as exercising **Our** right of subrogation. **You** must give **Us** all the help and information **We** reasonably require for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **Our** rights under this clause without **Our** prior written permission. **We** will pay any costs or **Expenses** involved in exercising **Our** right of subrogation.

Other insurances

If there is any other insurance **Policy** covering the same loss, damage or liability **We** will not pay more than **Our** rateable share.

Arbitration

Should a dispute between **You** and **Us** arise, it must be referred to an arbitrator, who shall be either a solicitor or a barrister who **You** and **We** agree on in writing. If an arbitrator cannot be agreed then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitrator shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **You**, they are not covered under this policy.

Nothing in this arbitration clause shall limit the right of **You** and **Us** to apply to any court of competent jurisdiction for interim, interlocutory or emergency relief in support of or ancillary to the arbitration, or to enforce an arbitral award

Partially damaged items

At **Our** discretion, in the **Event** an item or piece of property is only partially damaged **We** will look to cover the costs of the damaged aspects only, rather than cover the full replacement cost. If the damage is severe enough that the item cannot be salvaged, repaired and used, **We** will cover the complete loss. It is **Your** responsibility to attempt to salvage, repair and use the damaged item where possible.

If a marquee sustains damage to a panel, and the others along with the frame are all fine and fully functional; we will aim to cover the cost of the replacement panel, rather than the whole marquee. The policy would not cover for the replacement value of the whole product unless the item couldn't be repaired. Any settlement value would also be on a like for like basis, not new for old.



Helping You prepare to make a claim

The evidence **We** may need to support **Your** claim changes depending on the type of claim and the circumstances surrounding it. In addition, after certain information is provided to **Us**, it could lead to additional investigations taking place and more information being required.

Dealing with claims can be a stressful time for anyone, so **We** would like to help **You** to be prepared as possible, should **You** need to make a claim.

Here are a few items that **You** may be asked for, depending on the type of claim **You** make:

- Receipts for payments made and/or copies of bank statements
- Copies of contracts and correspondence between **You** and **Your** suppliers
- Medical certificates and relevant supporting evidence
- Weather reports
- Photographs
- Screenshots and information available on social media sites that could help support **Your** claim
- Copies of estimates for repair and/or replacement of damaged items
- Copies of risk assessments, accident books & first aid reports

This is not a definitive list; however, it covers most of the information that is commonly requested.

You are welcome to contact The Event Insurance Services Ltd.'s specialist Claims team with any queries that **You** may have, and they'll be happy to help **You**

WHAT TO DO IF YOU'RE NOT HAPPY

We always aim to provide the highest possible standards of service, and We welcome all feedback from Our customers.

Our track record

Event Insurance Services Ltd is signed up to Feefo; an independent, online review website.

We are really pleased to be able to say that we have an excellent response from our clients, with almost 500 reviews.

We have a rating of 4.9.out of 5; with an exceptional rating.

How to complain

Our aim is always to provide **You** with the best possible service. If **You** feel that **We** have not provided that service or made an error, then please advise **Us** in the first instance. **We** will take **Your** complaint seriously and do **Our** best to investigate and resolve it as quickly as possible. **We** have established the following Complaints handling procedure to ensure that this happens.

Step 1

Tell **Us** about it. There are different ways **You** can do that.

1. Communicate with **Your** Broker if you used one to place this **Policy** on **Your** behalf. Let them know that **You** are dissatisfied with the service **You** have received and tell them why.

If you did not use a broker, **You** can contact **Us** by email, telephone, or letter.

2. Contact **Our** complaints team:

complaints@convexin.com

Tel: +44 (0)7919 603 210

Convex Insurance UK Limited

52 Lime Street

London EC3M 7AF

United Kingdom

We will acknowledge **Your** complaint promptly and **We** will let **You** know who will be handling **Your** complaint and provide **You** with their contact details.

Step 2

We aim to resolve **Your** complaint as soon as possible. If it is complicated or **We** need to investigate the circumstances further, then **We** may not be able to resolve it straight away and it may take longer depending on its complexity. **We** aim to get **You** a final response within eight (8) weeks of receiving **Your** complaint. If **We** cannot do so, then **We** will tell **You** why it is taking more time and let **You** know what **We** are doing and how long **We** expect it will take to resolve.

Step 3

If **You** are not happy with **Our** response, or actions, and feel that the matter has not been resolved to **Your** satisfaction, then there are two options to take it further:

1. **You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service, the “FOS”. Please note that there are time limits within which **You** must contact the FOS. Convex Insurance UK Limited needs to give **You** their final response within eight (8) weeks of your complaint, at the most, depending on what **You** are complaining about. **You** need to get in touch with the FOS within six (6) months of receiving Convex Insurance UK Limited’s final response to your complaint.

The Financial Ombudsman Service,
Exchange Tower,
London E14 9SR.

Email: complaint.info@financial-ombudsman.org.uk

Website: <http://www.financial-ombudsman.org.uk>

2. Alternatively, **You** may contact Lorraine Mullins, the Chief Compliance Officer of Convex Insurance UK Limited.

Email: lorraine@convexin.com or write to the following address:

Convex Insurance UK Limited
52 Lime Street
London EC3M 7AF
United Kingdom

Our Commitment

All complaints are reported to, and overseen by, the Chief Compliance Officer. If **We** get a complaint or have done something wrong or failed to do something well, **We** will do our best to put it right and to learn from it by root cause analysis (this is where Convex Insurance UK Limited will sample a selection of complaints and what caused them, then to address the causes of the complaints as explained further). **We** will make sure that **We** investigate and establish what went wrong and why. **We** will then work out what **We** need to do to prevent that happening in the future and consider whether any other customers could have been affected. Irrespective of whether **We** have had complaints **We** will report regularly on complaints and root cause analysis and remediation in **Our** management information to the executive management committees and to the Board of Convex Insurance UK Limited.

Compensation Scheme

Convex Insurance UK Limited is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if the Insurer is unable to meet **Your** obligations under this Policy of insurance. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

IMPORTANT AND REGULATORY INFORMATION

The Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to: supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy

to make sure that all information supplied as part of your application for cover is true and correct

tell us of any changes to the answers you have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to and renew your policy. If any information you provide is not complete and accurate, this may mean your policy is invalid and that it does not operate in the event of a claim or we may not pay any claim in full.

Instalments & Consumer Credit Agreements

Neither Event Insurance Services Ltd does not offer any form of instalment facility for the payment of this **Policy**.

Fair Processing Notice

This Privacy Notice describes how Convex Insurance UK Limited (for the purpose of this notice "**We**", "**Us**" or "Convex Insurance UK Limited") collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice "**You**") when **We** are providing our insurance and reinsurance services.

How We Will Use Your Data

The information provided to Convex Insurance UK Limited, together with medical and any other information obtained from **You** or from other parties about **You** in connection with this Policy, will be used by Convex Insurance UK Limited for the purposes of determining **Your** application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. **We** may be required, by law, to collect certain personal information about **You**, or because of any contractual relationship **We** have with **You**. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by Convex Insurance UK Limited for these purposes with other group companies and third parties, insurance intermediaries and service providers. Such parties may become Data Controllers in respect of **Your** personal information. Because **We** operate as part of a global business, **We** may transfer **Your** personal information outside the European Economic Area for these purposes.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

Claims & Underwriting Exchange Register

In relation to the Data Protection Act 1998, please be aware **We** may use **Your** personal information to prevent crime. In order to prevent crime, **We** may share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. **We** may pass **Your** personal information to the operators of these registers, including but not limited to information relating to **Your** Insurance **Policy** and any incident (such as an accident, theft, or loss) to the operators of these registers.

