

# EventCombined

Single



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This **Policy** is a legal contract any facts or changes which affect this insurance that have occurred since the **Policy** started or since the last renewal date must be notified to the **Insured's** Insurance Adviser. The **Insured** is advised to keep a written record (including copies of letters and other correspondence) of any information given to the Insurance Adviser when effecting or renewing this **Policy**.

Allianz Global Corporate & Specialty SE (herein called the Company) and the Named Insured (as named in the Schedule) agree:

The Company will indemnify or otherwise compensate the Named Insured in accordance with and subject to the terms and conditions of this Policy, in consideration of the payment to the Company of the premium for the Period of Insurance.

Provided that this Policy shall not be in force unless it has been signed by an authorised official of the Company.

A handwritten signature in black ink that reads "Jane Brady". The signature is written in a cursive, flowing style.

Jane Brady  
MD, Brady Underwriting

Signed for and on behalf  
of the Company

**Allianz Global Corporate & Specialty** Dieselstr. 8. 85774 Unterfoehring Germany Registration number at the HRB (commercial register of companies):  
Munich HRB 208312 Supervisory authority: German Federal Financial Supervisory Authority

## SPECIAL NOTICE

There are conditions contained within the **Policy** that are precedent to **Our** liability. **You** may find these apply only to a particular **Policy** Section in which case it is shown under that Section as WORDS WITH SPECIAL MEANINGS

- 1 **You** must complete, sign and date all contracts prior to the **Event**.
- 2 **You** must comply with all applicable Health and Safety standards as recommended by the Health and Safety Authority of Ireland and the law of Ireland..
- 3 Any independent stallholder, exhibitor, contractor or supplier whom **You** engage at or for the **Event**, or otherwise permit or allow to stand exhibit or supply services to the **Event**, must be required to hold third party liability insurance in their own right for the duration of the **Event**, and evidence of their policy, including the name of the Insurer, the policy number and Limit of Indemnity must be recorded by **You** prior to their participation at the **Event**.
- 4 In any contract or agreement into which **You** enter with any party, in connection with the **Event**, **You** maintain **Your** right to recover from that party any costs incurred by **You**, should that party be legally liable for any claim or part of a claim in connection with the **Event**, and a copy of the agreement must be made available to **Us** if required.

This is an **IMPORTANT** document which **You** should carefully read and if any part of this **Policy** is incorrect please return it to the broker who **You** arranged the insurance through for amendment.

A defined word or phrase is in **bold type** each time it appears in the **Policy** and has a specific meaning or they are important words. Other words may be in capital letters which means they are also important words. Words in the singular shall include the plural and vice versa. Words importing the masculine will import the feminine and the neuter. There are also Words with Special Meanings.

### Important information

Any heading in this **Policy** is for ease of reference only and does not affect its interpretation, amend the **Policy** cover or in any way increase **Our** liability.

Please read this document carefully to make sure it includes all the covers that **You** require. If it does not please contact the intermediary who sold it to **You** so that it can be corrected.

### Insurance validation

This insurance is not valid unless the **Policy Schedule** has been signed and dated by an authorized signatory and is attached to the **Policy** document.

### The insurance contract

This **Policy** is a contract of insurance between **You** and **Us**, please read it carefully and if incorrect, return it for correction. Keep the **Policy** safe in case **You** need to refer to it. It is important that **You** check that the sections **You** have requested and that the information **You** have given **Us** is accurate. **You** must comply with **Your** duties under each section and the insurance as a whole.

### Information you have given us

In deciding to accept this insurance and in setting the terms and premium **We** have relied on the information **You** have given **Us**.

**You** must take care when answering any questions **We** ask and make sure that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this **Policy** as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your Policy** and any claim.

For example **We** may:

1. treat this **Policy** as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
2. amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
3. charge **You** more for **Your Policy** or reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**;
4. cancel **Your Policy** in accordance with **Our** Cancellation Rights below.

**We** or Brady Underwriting will write to **You** if **We**:

1. intend to treat **Your Policy** as if it never existed;
2. need to amend the terms of **Your Policy**;
3. require **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given **Us** is inaccurate **You** must inform Brady Underwriting as soon as practicable.

## How to Cancel Your Policy

If **You** wish to cancel please write to Joseph G Brady Insurance Limited Insurance House, Main Street, Carrick on Shannon, Co. Leitrim

### During the Cooling off Period

- **You** have the statutory right to cancel **Your Policy** within 14 working days of the purchase or renewal of the contract or 14 days from the day **You** receive the **Policy** or renewal documentation, whichever is the later.
- **We** will return the premium less a proportional amount for the time that **You** have been on cover.
- If **You** have taken this insurance less than 30 days before the start of the **Period of Insurance** and **You** decide to cancel this **Policy** **You** must, at least 24 hours before the start of **Your Event**, contact Brady Underwriting between 9am and 5pm Monday to Friday (excluding public holidays) to arrange for the cancellation and return of premium less the Administration Fee. This cancellation will not apply to Policies which include cover for Event Cancellation, Abandonment, Postponement.
- No premium refund is given after the **Event** starts or for cancellation less than 24 hours before the **Event** starts.
- No refund of premium will be given in the event of a claim either in whole or in part

### Cancellation after the Cooling Off Period

If **You** cancel this insurance outside the **Cooling Off Period**:

- provided **You** have not made a claim **You** will be entitled to a premium refund subject to a deduction for any time for which **You** have been covered calculated on a proportional basis. For example if **You** have been covered for six (6) months the deduction for the time **You** have been covered will be half the annual premium;
- no refund of premium will be given in the event of a claim;
- no premium refund is allowed after the **Event** starts or for cancellation less than 24 hours before the **Event** starts.

### Our Cancellation Rights

**We** can cancel this insurance by giving **You** thirty (30) days notice in writing.

**We** will only do this for a valid reason (*examples of valid reasons are as follows*):

- Non-payment of premium.
- A change in risk occurring which means that **We** can no longer provide **You** with insurance cover.
- Non-cooperation or failure to supply any information or documentation **We** request.
- **You** using threatening or abusive behaviour or the use of threatening or abusive language.

If **We** cancel and provided **You** have not made a claim **You** will be entitled to a refund of any premium paid subject to a deduction for any time for which **You** have been covered calculated on a proportional basis.

### How to make a claim

**You** must comply with the following conditions. If **You** fail to do so, **We** may not pay **Your** claim or any payment could be reduced.

1. Notify **us** as soon as possible giving full details of what has happened;
2. Provide any information required and take all care to limit any loss, damage or injury.
3. Provide evidence of value or age (or both) if **We** require.
4. Retain ownership of **Damaged** property at all times. **We** will not take ownership of, or accept liability for any of **Your** property unless **We** agree with **You** in writing in advance to do so.
5. It is **Your** responsibility to prove **Your** loss and retain receipts, photographs and guarantees where possible.

If **You** or anyone acting on **Your** behalf makes a claim knowing it to be false or fraudulent in amount or in any other respect this insurance will become invalid. This means **We** will not pay the false or fraudulent claim or any subsequent claim.

In the event of a claim immediate notice must be given to [entertainment.claimsuk@allianz.com](mailto:entertainment.claimsuk@allianz.com) and [claims@bradyunderwriting.ie](mailto:claims@bradyunderwriting.ie)

Brady Underwriting Contact Information:

**Email:** claims@bradyunderwriting.ie  
**Address:** Brady Underwriting  
Insurance House  
Main Street  
Carrick on Shannon  
Co. Leitrim, N41 R7T8  
**Telephone Number:** 0818 919101

### Claims / Loss Reporting and Control Requirements

If **You** fail to fulfil any of the following conditions **You** may lose the right to indemnity or payment for that **Claim** and, in the event that **We** have made any payment on account, if **You** fail to comply with the following **You** will repay to **Us** such monies within THIRTY (30) days of **Our** request for such repayment.

- a) Within TWENTY FOUR (24) hours or as soon as possible after the discovery of the **Loss** caused by malicious persons or Theft **You** must notify the Gardaí Siochana of the **Damage** and a pulse number obtained;
- b) Upon the discovery of any **Loss**, **You** must at **Your** expense:
  - tell **Us** about the **Loss** (other than RIOT) as soon as possible;
  - in respect of RIOT tell **Us** about the **Loss** as soon as possible;
- c) In all events **You** must:
  - protect the **Property Insured** and take any action to minimise or avoid any further **Damage**;
  - pass to Allianz AGCS unanswered immediately all communications from third parties in relation to any event which may result in a **Loss** under this **Policy**;
- d) provide **Us** with:
  - i) the details of any other insurance covering the **Damage**;
  - ii) any books, records and documents **We** require to assess **Your Claim**.

**You** must give **Us** all information in **Your** possession or under **Your** control of a potential **Loss** or circumstances which may give rise to a **Claim** known and/or notified to **You** in accordance with the above and **You** need to keep **Us** fully informed about all developments relating to the **Loss** as soon as they occur or such further time that **We** may allow.

If **Damage** occurs which may lead to a **Claim**, **We** may:

- a) enter and take possession of the **Property Insured**;
- b) take possession of or require **You** to deliver to **Us** the **Property Insured** which **We** will deal with in a reasonable manner without incurring liability or reducing **Our** rights.

**We** will not pay for **Damage** if **You** or anyone acting on **Your** behalf:

- i) do not comply with **Our** requirements;
- ii) hinder or obstruct **Us**.

**You** must not admit, repudiate liability nor offer to settle, compromise, make payment which may result in a **Loss** or pay any **Claim** under the **Policy** without **Our** prior written agreement.

**We** shall have the right at any time to take full control of the investigation, adjustment and settlement of any **Claim** notified and **We** may appoint any other person or persons to act on **Our** behalf for such purpose and any settlement agreed by **Us** shall be binding on **You**. **You** shall co-operate fully with **Us** and any other person or persons designated by **Us** in the investigation adjustment and settlement of any **Claim** notified to **Us** and **You** shall not without first consulting with **Us** or **Our** appointed representatives litigate any such **Claim**.

## Complaints

**We** and Brady Underwriting will always aim to do our best but unfortunately there may be times when things go wrong. If **You** have a complaint in the first instance please contact:

By telephone: 0818 91 91 01

By email: info@bradyunderwriting.ie

By post: Brady Underwriting,  
Insurance House  
Main Street,  
Carrick on Shannon,  
Co. Leitrim

Brady Underwriting will:

- Acknowledge **Your** complaint within 5 working days of its receipt.
- Keep **You** regularly informed about the progress of their investigation within each 20 working days.
- If **Your** complaint is not resolved within 40 working days **You** may contact Allianz Global Corporate & Specialty direct.

If **You** have a complaint which relates to the Insurer or this Insurance product please contact:

Allianz Global Corporate & Specialty SE  
Dieselstr. 8  
85774 Unterfoehring  
Germany  
Telephone number: +49-89-2030-51000

Should you remain dissatisfied or if you have not received a final response within forty business days of the complaint being made, you may refer your complaint to the Federal Financial Supervisory Authority). The contact details are as follows:

Bun-de-sanstalt für Fi-nanz-di-en-stleis-tungsauf-sicht  
Street: Graurheindorfer Straße 108  
Location: 53117 Bonn  
country: Germany  
Phone: + 49 (0)228 4108-0  
Fax: + 49 (0)228 4108-1550  
E-mail: poststelle@bafin.de

Using our complaints procedure or contacting the BaFin does not affect your legal rights.

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit <https://ec.europa.eu/odr> to access the Online Dispute Resolution Service. Please quote our e-mail address [agcs.uk@allianz.com](mailto:agcs.uk@allianz.com)

Alternatively you can contact the Financial Ombudsman Service directly

## Privacy Notice

Compliance with Data Protection Regulations

**We** will comply with any data protection regulations that may be applicable to it and in particular the provisions of the General Data Protection Regulation EU Regulation 2016/679 (GDPR) and the law on the protection of individuals with regard to the processing of personal data of July 30th, 2018 in its current version.

For the purposes of this article, the following definitions applies:

“Personal Data” means any information relating to an identified or identifiable natural person collected and processed by Us

“Data subject” means any identified or identifiable natural person ; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity.

This Contract does not prevent Us from taking any measure it deems necessary to comply with the applicable data protection legislations.

We will store and/or process Personal Data strictly for the performance of this Contract and to ensure that such data is not accessible by third parties not expressly authorized to receive communication of it or to process it.

We will:

Ensure the strictest confidentiality of Personal Data to which it may have access

Take all the necessary precautions in order to preserve security and confidentiality of this data, and in particular to prevent it from being altered, damaged or communicated to unauthorised third parties.

Cross-border Transfer of Personal Data

Personal Data may be communicated by the Us to third parties, inside and outside the European Union or the European Economic Area (EEA), for purposes strictly relating to the execution of this Contract.

We will not transfer any Personal Data across a border to any natural or legal person, whoever it is, for any purpose other than that relating to the execution of this Contract.

The transfer of Personal Data outside the EEA to another Allianz group’s entity will be carried out based on Allianz group’s Binding Corporate Rules (Allianz BCR) which establish an adequate protection of Personal Data.

The Data Subject rights are to be exercised with Allianz Global Corporate & Specialty SE’s Data Protection Officer:

By post:

Allianz Global Corporate & Specialty SE German Branch  
Dieselstr. 8  
85774 Unterfoehring  
Germany  
Telephone number: +49-89-2030-51000

Applicable Privacy Statement

In order to comply with the General Data Protection Regulations we have updated our privacy notice: <https://www.agcs.allianz.com/footer/privacy-notice.html>, which explains how and what type of personal data will be collected, why it is collected and to whom it is shared or disclosed. Please read the notice carefully as it also informs you about your rights concerning your personal data and how you can get in touch with us, in case you have questions or need additional information and support.

We regularly review the privacy notice and will update it if necessary. We will ensure that the most recent version is available on our website at [www.agcs.allianz.com](http://www.agcs.allianz.com). Please do not hesitate to contact us in case you have questions or need additional information

## Sanctions Clause

**We** shall not provide any cover nor shall **We** be liable to pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would be in violation of any political, economic or trading sanctions which prohibit **Us** from providing insurance under this **Policy**.

## Arbitration

If there is a dispute between **You** and **Us** this can be settled independently. If a dispute goes to arbitration it is settled by an independent referee who is referred to as an Arbitrator appointed by **You** and **Us** in accordance with the provisions being in force at that time. This avoids having to use the courts to settle the dispute. Going to arbitration does not affect **Your** rights.

## General Definitions

Some Sections of this Policy contain additional definitions to the General Definitions and have a specific meaning and relevance to that Section.

### Abandonment

The inability to complete the **Event**.

### Adverse Weather

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

### Bodily Injury

Means **Bodily Injury** to any person including death, illness, disease or mental injury, anguish or nervous shock sustained by any person as a result of actual or threat of bodily injury, death, illness or disease.

### Cancellation

**Your** inability to proceed with the **Event** which cannot be postponed providing that cancellation occurs prior to the start of the **Event**.

### Claim

Means **Loss/Losses**.

### Consequential Loss

Includes but is not limited to consequential, exemplary, incidental, punitive and special damages; wasted management time, loss of anticipated savings, business, data, goodwill, opportunity, profits and revenue; consequential and indirect loss including in each case pure economic loss.

### Damage

Means accidental and unforeseen direct physical destruction or **Damage**.

### Dangerous Activity

Means any **Event** involving:

- Fireworks, Bonfires, Explosives, Archery;
- Paintballing or Firearms;
- Bouncy Castles or Inflatables;
- Ballooning, Parachuting, Flying or all other aerial activity;
- Fairground rides, mechanical rides of any kind;
- Foam parties, bubble machines, smoke machines;
- Pyrotechnics of any kind;
- Water based activity such as canoeing, sailing, sub-aqua, white water rafting;
- It's a Knockout type competitions;
- Quad bikes, mountain bikes, go-karts or motor sports of any kind;
- Bungee Jumping, Trampolines or any other gymnastic activities using harness;
- Equestrian activities or persons riding on animals;
- Circus or Stunt acts, pyrotechnics, outdoor pursuit courses of any kind;
- Working at heights of over 5 metres or depths of over 2 metres;
- Any processes using application of heat, other than in the production of food;
- Shooting ranges for guns or archery;
- Supervision of young children or facilitating any type of crèche or playgroup at the **Event**.

Or another activity which **We** may agree to in writing.

### Employee(s)

- (a) A person under a contract of service or apprenticeship with **You**.
- (b) A person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by **You** whilst under **Your** direct control and supervision.
- (c) Labour masters and persons supplied by them whilst under **Your** direct control and supervision.
- (d) A self-employed person performing work of a kind ordinarily performed under a contract of service or apprenticeship with **You** whilst under **Your** direct control and supervision.
- (e) Work experience trainees.
- (f) Any voluntary helper whilst working under **Your** direct control and supervision PROVIDING that such person is over the age of sixteen (16) years.

Whilst working for **You** in connection with the **Event**.

### Event

Means the **Event** to be held at the **Venue** during the **Period of Insurance**.

### Event Equipment

Means material property including for example:

- marquees, tents, staging, lighting;
- plant, machinery, generators and ancillary equipment; hired, leased or owned by **You** (or by another person on **Your** behalf) solely for the purpose of the **Event** and for which **You** (or such other person) are responsible other than items as excluded under **Section 1 – Property Damage**.

### Excess

The first amount of each claim payable by **You** as detailed on the **Schedule**.

### Geographical Limits



Republic of Ireland.

#### Loss /Losses

A potential **Loss**, actual **Loss** or circumstances which may give rise to a **Claim**.

#### Occurrence

Any one **Loss** or series of **Losses** arising from one **Event** during the **Period of Insurance**.

#### Period of Insurance

The period during which this insurance applies being the date as stated in the **Schedule** plus an additional 48 hours thereafter.

#### Postponement

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

#### Pre-existing

Means **We** shall not indemnify **You** against any circumstances which is in any way connected with or related to an **Occurrence** or events or circumstances whether of a continuous, intermittent or of a repeated exposure which had occurred or commenced or existed prior to the **Period of Insurance**.

#### Property Insured

**Property** as more fully described in the **Schedule** at a **Location** within the **Geographical Limits** unless otherwise excluded.

#### Schedule

The part of this **Policy** which specifies the risk information.

#### Theft

Means theft of material property following Violent and or Forcible entry to or exit from the **Premises** and theft involving violence or threat of violence to **You** or **Your** Directors Partners or **Employees**.

#### Venue

The location at which the **Event(s)** are to be held as stated in the **Schedule**.

#### We Us Our

Allianz Global Corporate & Specialty Dieselstr. 8. 85774 Unterfoehring Germany Registration number at the HRB (commercial register of companies): Munich HRB 208312 Supervisory authority: German Federal Financial Supervisory Authority

#### You Your Yourself

The persons, companies, partnerships, unincorporated associations or all members of the group, organisation or association as named in the **Schedule** as insured hereunder.

## General Conditions

#### Alteration

**We** have the option to avoid this **Policy** or any part thereof from the start of the **Period of Insurance** where:

- a) there has been any alteration after the effective date of this insurance which increases the risk of liability or **Damage**;
- b) **Your** interest ceases except by operation of law;

unless **We** have provided prior written confirmation that **We** have accepted the alteration.

#### Assignment

This insurance cannot be assigned in whole or in part with **Our** prior written agreement.

#### Consent

No admission, offer, promise, payment or indemnity shall be made or given by or on **Our** behalf without **Our** written consent.

**You** shall give assistance in dealing with claims and the conduct of legal proceedings arising therefrom, as **We** or **Our** chosen legal advisers and consultants may reasonably require.

#### Discharge of Liability

**We** may at any time pay the Sum Insured or Limit of Indemnity or (after the deduction of any sum already paid) any less amount for which a **Claim** can be settled. **We** shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment.

#### Hire Agreements

In consequence of **Property Insured** under this **Policy** being the subject of hire agreements it is understood and agreed that the interest of the owners is deemed to be included in the protection afforded by this insurance it being understood that **You** shall declare the name of any other interested party in the event of **Loss**.

#### Inspection of Your Property, Activities and Records

**We** shall be permitted but not obligated to inspect **Your** property and operations at any time. Neither **Our** right to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking on behalf of, or for the benefit of **You** or others, to determine or warrant that such property or operations are safe.

#### Other Insurance

Sometimes what is covered under one insurance **Policy** may also be covered under another insurance **Policy**, for example the cover or maybe some of the cover insured under this **Policy** could also be insured under **Your** household **Policy**.

If it is insured under two or more **Policies** **We** will pay the full claim and claim half of this back from **Your** other insurance **Policy**. This will not apply to Section 2 of this **Policy** as this section will only apply if there is no other Insurance cover already provided under a separate **Policy**.

If **We** do have to claim half back from **Your** household insurers **We** will do this in **Your** name this is called subrogation which means **We** will substitute for **You** including all **Your** rights and responsibilities.

Alternatively, **We** will pay only half of the claim and **You** can claim the other half back from **Your** other insurance **Policy**.

#### **Our Rights**

On the happening of **Damage** for which a **Claim** is or may be made under this **Policy**, **We**, and every person authorised by **Us**, may without thereby incurring any liability and without diminishing **Our** right to rely upon any conditions of this **Policy**, enter take or keep possession of the building or premises where the **Damage** has occurred and may take possession of, or require to be delivered to **Us**, any of the **Property Insured** and may keep possession of and deal with such **Property Insured** for all reasonable purposes and in any reasonable manner.

**You** hereby agree that this clause gives **Us** licence to inspect the **Premises** at any time during the **Period of Insurance** and that **You** shall co-operate fully with **Us** and any other person or persons designated by **Us** in the inspection.

This condition shall be evidence of **Our** leave and licence so to do. If **You** or anyone acting on **Your** behalf shall not comply with **Our** requirements or shall hinder or obstruct **Us** in doing any of the above mentioned acts then all benefit under this **Policy** shall be forfeit.

**You** shall not in any case be entitled to abandon any **Property Insured** to **Us** whether taken possession of by **Us** or not.

#### **Precautions**

**You** must take all possible care:

- a) to prevent injury, accident or **Damage**;
- b) to maintain the **Property Insured** in efficient and safe working order;
- c) to make good or remedy any defects or danger which becomes apparent and take such additional precautions as circumstances may require;
- d) in the selection and supervision of **Employees**.

#### **Your Duties**

**You** shall:

- a) take all precautions to prevent any **Occurrence** which may give rise to a valid claim under this **Policy**;
- b) take all necessary precautions to comply with all statutory requirements and regulations imposed by any Authority;
- c) **You** must not waive any subrogation rights against a third party written or prior written consent;
- d) **You** shall take all reasonable steps to prevent further damage or injury arising out of an **Occurrence** at **Your** own expense, such expense shall not be recoverable hereunder.

#### **Subrogation**

If **We** become liable for any payment under this insurance, **We** shall be subrogated to the extent of such payment to all the rights and remedies of **Yours** against any party for such claim then **We** shall be entitled, at **Our** own expense, to sue in **Your** name. **You** shall give **Us** all such assistance in **Your** power as **We** may require to secure **Our** rights and remedies either before or after indemnification.

#### **General Exclusions**

This **Policy** does not cover loss damage liability or cost consisting of or in consequence of:

##### **Asbestos, Silica, Polychlorinated Biphenyl, Urea-formaldehyde**

Liability arising in whole or in part, directly or indirectly out of asbestos, asbestos fibres or products containing asbestos or silica, polychlorinated biphenyls or urea-formaldehyde where such liability arises out of the known or suspected injurious or damaging effects of the above.

This insurance shall not apply to:

- i) any liability for costs or expenses incurred in the removal, repair or replacement of any of the above or products containing any of the above incorporated in any building, structure, installation, plant or premises;
- ii) any liability arising out of any express or implied duty or obligation of **Ours** to defend any claim or suit against **You** alleging actual or threatened injury or damage arising out of the above.

##### **Biological or Chemical Materials Exclusion**

This insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

##### **Communicable Disease Exclusion**

This Policy does not cover any loss, damage, liability or cost of whatsoever nature caused directly or indirectly, contributed to by, or attributable to a Communicable Disease, or fear or threat of a Communicable Disease.

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

##### **Cyber Event Exclusion for Loss of Personal Data**

The policy does not cover any loss, damage, fees, costs, charges, fines, penalties expenses and/or liability arising out of, based upon or attributable to any Cyber Event.

For the purposes of this endorsement:

Cyber Event means any:

- (a) damage to, loss, destruction, corruption, theft, unauthorized or negligent processing, collection, recording, retrieval, disclosure, dissemination, disposal or loss of operational control of personal information in any form;
- (b) loss, theft or unauthorized disclosure of personal information or personal data, (other than information that is lawfully available in the public domain or to the general public unless such information which had been publicly available became uniquely identifiable through collection and/or processing);
- (c) unauthorized access to or use of any personal information or personal data, (other than information that is lawfully available in the public domain or to the general public unless such information which had been publicly available became uniquely identifiable through collection and/or processing) occurring in the Company's Computer System;

- (d) non-physical and technological failure of computer system security or other technological security measures aimed at protecting data in any format;
  - (e) malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the Company's Computer System; and/or
  - (f) breach of laws and regulations pertaining to privacy and resulting from items (a) to (e) above.
- Company's Computer System means a computer system leased, owned or operated by or which is made available or accessible to the insured company for the purpose of storing and processing the insured company's electronic data or software.

#### Electronic Date Recognition Exclusion (EDRE)

This **Policy** does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving any date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether **Your** property or not; or
- b) any change, alteration, or modification involving any date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether **Your** property or not or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

#### Electronic Data Exclusion

Notwithstanding any provision to the contrary within the **Policy** or any endorsement thereto, it is understood and agreed as follows:-

This **Policy** does not insure **Loss, Property Damage**, destruction, distortion, erasure, corruption or alteration of **Electronic Data** or Cyber Liability from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the **Loss**.

**Electronic Data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

**Computer Virus** means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **COMPUTER VIRUS** includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

#### Electronic Data Processing Media Valuation

(not applicable to **Section 3** and **Section 4**)

Notwithstanding any provision to the contrary within the **Policy** or any endorsement thereto, it is understood and agreed as follows:-

Should electronic data processing media insured by this **Policy** suffer physical **Loss** or **Damage** insured by this **Policy**, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such **Loss** or **Damage**, including the cost of reproducing any Electronic Data contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed €10,000 any one loss, incurred by **You** in recreating, gathering and assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this **Policy** does not insure any amount pertaining to the value of such Electronic Data to **You** or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

Any liability resulting from or arising out of fines, penalties, aggravated damages, liquidated damages, punitive damages exemplary damages or performance warranties of whatsoever nature.

#### Nuclear Energy Risks Exclusion

1. This **Policy** excludes nuclear energy risks whether written directly or by way of reinsurance or via pools or associations. The term "nuclear energy risks" means any first or third party insurance (other than workers' compensation or employers' liability) in respect of:
  - (a) nuclear reactors and nuclear power stations or plants;
  - (b) any other premises or facilities concerned with the production of nuclear energy or the production or storage or handling of nuclear fuels or nuclear waste;
  - (c) any other premises or facilities eligible for insurance by any local nuclear pool or association but only to the extent of the requirements of the local pool or association;
  - (d) nuclear or radioactive fuel, or nuclear or radioactive waste.
2. However, this exclusion shall not apply:
  - (a) to any insurance or reinsurance in respect of the construction, erection or installation of buildings, plant and other property (including contractor's plant and equipment used in connection therewith):
    - for the storage of nuclear fuel - prior to the commencement of storage;
    - as regards reactor installations - prior to the commencement of loading of nuclear fuel into the reactor, or prior to the initial criticality, depending on the commencement of the insurance or reinsurance of the relevant local nuclear pool or association;
  - (b) to any machinery breakdown or other engineering insurance or reinsurance not coming within the scope of 2(a) above, nor affording coverage in the "high radioactivity" zone;
  - (c) to any insurance or reinsurance in respect of the hulls of ships, aircraft or other conveyances;
  - (d) to any insurance or reinsurance in respect of loss of or damage to (including any expenses incurred therewith) nuclear or radioactive fuel or nuclear or radioactive waste while in transit as cargo.

#### Radioactive Contamination Exclusion

This **Policy** does not cover

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

#### Sonic Bang Exclusion

Notwithstanding anything to the contrary contained herein this Insurance does not cover **Loss**, destruction or **Damage** directly occasioned by

pressure waves caused by aircraft and other aerial devices travelling at sonic, supersonic or hypersonic speeds.

#### Terrorism Exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes liability for loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes **Bodily Injury Loss** or **Damage**, cost or expense 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 **Bodily Injury Loss** or **Damage**, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **You**.

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

#### Tour Operators' Liability

It is agreed that this insurance excludes any claim arising directly or indirectly out of Tour Operators' Liability.

#### War and Civil War Exclusions

Notwithstanding anything to the contrary contained herein this **Policy** does not cover **Bodily Injury Loss** or **Damage** directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

## Section 1 - Property Damage

#### Insuring Clause

**We** will pay **You** for **Damage** arising from any cause not otherwise excluded to the **Event Equipment** situated at the **Venue** during the **Period of Insurance** subject otherwise to the limits, terms, conditions and exclusions of this **Policy**.

The maximum **We** will pay under **Section 1** in any one **Period of Insurance** will not exceed the Sum Insured stated in the **Schedule**.

#### Reinstatement Clause

Unless otherwise stated in the Schedule in the event of **Damage** the basis upon which the amount payable in respect of **Event Equipment** is to be calculated shall be the reinstatement of the property **Damaged**.

For this purpose Reinstatement shall mean:

- i) the rebuilding or replacement of property lost or destroyed which, provided **Our** liability is not increased, and to a condition equal to but not better or more extensive than its condition when new, may be carried out in any manner suitable to **Your** requirements upon another site;
- ii) the repair or restoration of property damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

#### Reinstatement Provisions

- a) Each item of **Event Equipment** under this **Policy** is declared to be separately insured subject to the following condition of average. If at the time of **Damage** the sum representing the replacement cost which would have been incurred in Reinstatement if the whole of the **Property Insured** had been destroyed, exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any accidental loss, destruction of or damage to such property by any other cause hereby insured against, then **You** shall be considered as being **Your** own insurer for the difference between the Sum Insured and the sum representing the cost of Reinstatement and the whole of the **Property Insured** and shall bear a rateable proportion of the loss accordingly.
- b) No payment beyond the amount which would have been payable in the absence of this Extension shall be made:
  - i) unless reinstatement commences and proceeds without delay;
  - ii) until the cost of reinstatement shall have been actually incurred;
  - iii) if the **Property Insured** at the time of its **Damage** shall be insured by any other insurance effected by or on **Your** behalf of the which is not upon the same basis of reinstatement.
- c) **Our** liability for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.
- d) Where by reason of a) b) or c) above no payment is to be made beyond the amount which would have been payable, if this clause had not been incorporated **Our** rights and liabilities to **You** in respect of the **Damage** will be subject to the terms and conditions of Section 1, including any condition of average as if this clause had not been incorporated.

## Section 1 - Exclusions

(*You should also refer to the **Policy** exclusions*).

**We** will not indemnify **You** for:

- 1 Theft or attempted theft not involving forcible or violent entry to or exit from a building or secured site at the **Venue**;
- 2 Theft, loss, malicious damage or vandalism – which has not been reported as soon as practicably possible to a Gardaí siochana and a pulse number obtained;
- 3 **Loss** or theft of **Event Equipment** contained in vehicles used by **You** or on **Your** behalf when left unattended at the **Venue** unless all doors and windows are closed and securely locked and security alarms are set and fully operative, or such vehicle is contained in a locked building or secured site and there is evidence of forced entry to the vehicle which is confirmed by a police report;
- 4 **Damage** to flooring or underground services;

- 5 Breakage of china, glass or articles of a brittle nature;
- 6 Jewellery, furs, antiques, works of art, records, cd's, video tapes, DVD's cameras, computers mobile telephones or similar articles;
- 7 Bouncy castles or any other inflatable equipment;
- 8 **Damage** arising from, caused by or consisting of:
  - a) an existing or hidden defect, gradual deterioration or wear and tear;
  - b) mechanical or electrical breakdown or derangement;
  - c) wear and tear, inherent defects or atmospheric or climatic conditions;
  - d) vermin or insects;
  - e) any wilful or malicious act, or any act of vandalism;
  - f) **Event Equipment** being confiscated or detained by any government, public or police authority;
  - g) **Damage** caused by strikers, locked out workers or persons taking part in labour disturbances.
- 9 **Loss or Damage** caused by, arising from or consisting of:
  - a) **Pollution or Contamination** and any resulting clean-up costs or expenses;
  - b) smoke, smog, agricultural or industrial work.
- 10 Acts of fraud or dishonesty, theft or robbery, disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error;
- 11 The amount of the excess as stated in the **Schedule**.
- 12 **Damage** more specifically insured by **You** or on **Your** behalf.
- 13 **Consequential Loss**;
- 14 Plant, machinery or computer breakdown.
- 15 Any **Loss** due to fines or damages, breach of contract for late or non-completion of orders or for any penalties of whatever nature.
- 16 **Damage** to catering equipment whilst in transit.

## Section 2 – Event Cancellation, Abandonment, Postponement

### Insuring Clause

**We** will pay for the irrecoverable costs and any reasonable additional expenses less any recoveries and savings that **You** are able to make, as a sole and direct result of the **Cancellation, Abandonment, or Postponement** of the whole **Event** from any cause, not otherwise excluded, which is beyond **Your** control, the control of the event organiser(s) or sponsor(s) or any financial supporters of the **Event**.

**Section 2** extends to include:

- a) Loss due to **Adverse Weather**;
- b) The Non-appearance of any person at the **Event** but only to the extent that **Cancellation, Abandonment or Postponement** of the whole **Event** arises due to the non-appearance of any pre-booked outside speaker, entertainer or musician where no suitable replacement is available.

The most **We** will pay for any claim under a) or b) above is 50% of the costs incurred less any recoveries and savings.

### Section 2 - Extension

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

- 1 (a) An outbreak of food poisoning.  
 (b) A notifiable human infectious or contagious disease (excluding Acquired Immune Deficiency Syndrome [AIDS]).  
 (c) Murder or suicide.  
 (d) Failure of the electricity, gas or water supplies.  
 (e) Discovery of vermin or pests.  
 (f) Defects in the drains or other sanitary arrangements.
- 2 **Damage** to property resulting from a Defined Peril within a radius of ONE mile from the **Venue** which hinders or prevents access to the **Venue**.  
 Defined Peril means: fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, malicious persons, earthquake, storm, flood, falling trees, impact, underground fire.

### Section 2 – Exclusions

**We** will not indemnify **You** for **Cancellation, Abandonment or Postponement** arising from:

- (a) Circumstances likely to cause **Cancellation, Abandonment or Postponement** of the **Event**, which were known to **You** prior to and/or at the commencement of this insurance.
- (b) The financial failure of any fund raising venture on which the **Event** is reliant.
- (c) **Your** failure to make all necessary arrangements for the successful fulfilment of the **Event** in a reasonable and timely manner.
- (d) Lack of or inadequate response, attendance or support prior to or during the **Event**.
- (e) The non-appearance of delegates, visitors, exhibitors, guests or key speakers because of state affairs or government matters.
- (f) Industrial action or labour disputes, existing or threatened prior to the commencement of this insurance, whether known to **You** or not, unless the **opening** date of the **Event** is more than 90 days after the commencement of this insurance.
- (g) National mourning.
- (h) Any contractual breach by **You**.
- (j) The failure of any supplier where booking arrangements are not confirmed in writing.
- (k) **Cancellation** of the **Event** following the death, injury or illness of any party over the age of 70 years unless agreed by **Us**.
- (l) If the event is a wedding or engagement party **We** will not provide any cover should any party have a 'change of heart'.

### Section 2 - Basis of Settlement

Provided that **You** have fulfilled all the terms and conditions of this insurance **We** shall pay **You** after the deduction of any recoverable expenditure if **Your** event is:

- (a) **Abandoned** in whole or in part: The amount of **Your** expenses incurred up to the time of the **Loss**.
- (b) **Cancelled**: The amount as stated in the **Schedule**.
- (c) **Postponed**: The amount as stated in the **Schedule**.

The maximum **We** shall pay is the amount as stated in the **Schedule**.

## Section 3 and 4 - Definitions

Each time one of the words or phrases below appear in **Section 3** and or **Section 4** it shall have the same meaning wherever it appears herein unless an alternative definition is stated to apply.

### Bodily Injury

Means **Bodily Injury** to any person including death, illness, disease or mental injury, anguish or nervous shock sustained by any person as a result of actual or threat of bodily injury, death, illness or disease.

### Occurrence

Any one **Loss** or series of **Losses** arising from one accident or event during the **Period of Insurance**.

Means an accident or event, including continuous or repeated injurious exposure to substantially the same general conditions, taking place in the **Geographical Limits** during the **Period of Insurance** and in connection with **Your** business which result in **Bodily Injury, Property Damage** neither expected nor intended from **Your** standpoint.

### Pollution or Contamination

Means any physical impairment of the atmosphere, water, land or tangible property, provided such impairment is not naturally present in the environment in the amounts or concentrations discovered.

### Pre-existing

Means **We** shall not indemnify **You** against any circumstances which is in any way connected with or related to an **Occurrence** or events or circumstances whether of a continuous, intermittent or of a repeated exposure which had occurred or commenced or existed prior to the **Period of Insurance**.

### Property Damage

Means:

- a) injury to, loss of, or destruction of material property, or
- b) nuisance, trespass, obstruction, loss of amenities or interference with any easement, right of air, light, water or way arising out of and consequent upon (a) above.

### Vehicle

Means any mechanically propelled Vehicle (including any machinery or apparatus attached thereto) designed for use, or being used in circumstances, where motor insurance or security is required by virtue of any legislation relating to motor vehicles.

## Section 3 – Public Liability

### Insuring Clause

**We** will pay **You** up to the limit of indemnity stated in the **Schedule** against any claims made against **You** by third parties (other than **Employees**) for damages which **You** may become legally liable to pay arising out of **Bodily Injury** to a person, or **Damage** to property arising out of accidents occurring during the **Period of Insurance** and caused in connection with the **Event**.

**We** will also indemnify **You** against claims arising from food or drink supplied by **You**.

**Our** maximum liability under **Section 3** in respect of any one claim or series of claims arising out of one **Occurrence** shall not exceed in the aggregate the limit of indemnity stated in the **Schedule**.

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

## Section 3 – Exclusions

This **Policy** does not cover legal liability caused by, resulting from or arising out of:

- 1 (a) Any product other than food and drink sold or supplied by **You** in the course of the **Event**.
- (b) Third party property damage and/or **Bodily Injury** caused by or arising from a **Dangerous Activity** or any other activity not stated in the **Schedule**.
- (c) **Your** owning or using any road or rail vehicle, machine or plant which is capable of self-propulsion or any trailer or carriage attached to such a self-propelled vehicle, machine or plant, unless otherwise agreed by **Us**. Any vehicle or machine or plant which is insured for **Your** benefit under a policy of motor insurance.
- (d) Any wilful or malicious act or any act of vandalism resulting in damage at or to the **Venue**.
- (e) **Bodily Injury** caused by any member, player, participant or official of **Yours** to any other person whilst such member, player, participant or official is engaged in any activities in connection with shooting, contact or collision sports including for example: football, hockey, rugby, boxing, wrestling, lacrosse, water polo or martial arts.
- (f) Any liability assumed by **You** by arrangement and or agreement unless this would attach in the absence of such by arrangement and or agreement.
- (g) **Damage** to property owned by **You** or in **Your** care custody or control.
- (h) Any aircraft or other aerial device, watercraft or hovercraft.
- (i) Professional or other advice, design, specification or treatment or the failure to provide such advice, design, specification or treatment or professional negligence or malpractice of any kind.
- (j) Any sums **You** are legally liable to pay which are expressed to be punitive, exemplary or aggravated damages by a Court of Law.
- (k) Ownership, procession or use of any firearm or weapons of any and every kind.
- (l) The defective erection, use or dismantling by **You** or on **Your** behalf of any staging, marquees or temporary structures.
- (m) 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. Notwithstanding anything

contained herein to the contrary **Our** liability for all damages or compensation payable in respect of all **Pollution or Contamination** which is deemed to have occurred during the **Period of Insurance** shall not exceed in the aggregate the Limit of Indemnity shown in the **Schedule**.

For the purpose of this exclusion "**Pollution or Contamination**" means all **Pollution or Contamination** of buildings or other structures or of water or land or the atmosphere and all loss or damage or injury directly or indirectly caused by such **Pollution or Contamination**.

(n) Anything that is **Pre-existing**.

(o) Libel, slander, sexual assault, sexual harassment, abuse or rape.

(p) Assault, battery or any intentional or deliberate violence either committed or alleged to have been committed by **You** or **Your Employees**.

2 **Employers Liability**.

3 The provision of any medical or other bodily treatment (other than first aid and ambulance services) and the provision, administration of drugs or pharmaceuticals of any kind.

4 The amount of each and every claim, stated in the **Schedule** as the **Deductible**.

5 Financial Loss.

### Section 3 – Extensions

Section 3 includes the under noted Extensions in so far as they may apply to **You**, but this will not increase the amount **We** will pay in respect of damages beyond the Limit of Indemnity stated in the **Schedule** or as below irrespective of whether any claim is made against **You** and/or other parties.

#### Contingent Third Party Liability

##### **Bona Fide Sub-Contractors**

**We** will indemnify **You** against liability for **Bodily Injury, Property Damage** caused by or arising from the activities of **Bona fide sub-contractors** provided that **You** have established and maintain an administrative procedure for obtaining and retaining evidence from **Bona Fide Sub-Contractors** to the effect that they all have separate and specific and Public Liability insurance and that:

- a) the Limit of Indemnity of the Public Liability insurance cannot be not less than EUR 1,000,000 in respect of any one **Claim** or number of **Claims** arising out of one cause or occurrence;
- b) such insurance has been extended to indemnify **You** as principal against all liability at law for damages in respect of **Bodily Injury** or **Property Damage**;
- c) such insurance covers the work to be undertaken by the **Bona Fide Sub-Contractors**;
- d) the insurance is revalidated every twelve (12) months throughout the duration of their contract with **You**.

**Our** liability under **Bona Fide Sub-Contractors** extension shall be a **Contingent Third Party Liability** only.

**We** will pay **You** up to the limit of indemnity against any claims made against **You** by third parties (other than **Employees**) for damages which **You** may become legally liable to pay arising out of **Bodily Injury** or **Property Damage** occurring during the **Period of Insurance** and caused in connection with the erection and dismantling of Marquees at the **Venue** but only when **You** or **Your Contractor** have no other insurance that is able to meet this liability or when **Your Bona Fide Sub-Contractors** have used all the cover or limit available under any other Insurance.

**We** will not pay for:

1. The amount of the Excess;
2. Any liability caused by or arising out of the actual, alleged or threatened inhalation, ingestion or contact with, exposure to, existence of or presence of any fungi or bacteria on or with or within a building or structure, including its contents;
3. Liability arising in whole or in part, directly or indirectly out of asbestos, asbestos fibres;
4. Any liability in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee on **Your** behalf;
5. **Bodily Injury** or **Bodily Injury** sustained by any **Employee** arising out of and in the course of employment by **You**.

Limit of Indemnity €10,000 any one occurrence and in the annual aggregate

#### Contingent Motor

Notwithstanding exclusion 1 (c) of Section 3 **We** will indemnify **You** against **Your** legal liability in respect of Injury or **Loss** or **Damage** to property arising out of the use of any licenced motor vehicle by an **Employee** and/or **Voluntary Workers** or Helpers or Committee Members in the course of **Your** business which is not **Your** property or property provided by **You**.

Provided always that **We** shall not be liable:

- (a) for **Loss** or **Damage** to the vehicle or its contents;
- (b) where cover is provided by another insurance policy;
- (c) where it is used in circumstances in which it is compulsory for **You** to insure as a requirement of any Road traffic act legislation;
- (d) in respect of liability while the vehicle is being driven outside the Republic of Ireland.

#### Cross Liability

**We** will indemnify **You** in the same manner and to the same extent as if a separate Policy had been issued to each of **You** provided that the total amount of compensation payable to all parties shall not exceed in total the Limit of Indemnity as stated in the Schedule.

#### 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 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.

#### Legal liability for damage to the property

**We** will provide insurance in respect of **Your** legal liability for loss of or damage to the buildings or contents at the **Venue** hired for the purpose of conducting the **Event**, but not if the terms of any hire agreement make **You** responsible for or require **You** to insure against such loss or damage at the **Venue**, unless **You** would have been liable without such agreement. The maximum **We** will pay is the amount as stated in the **Schedule**.

## Section 4 - Employers Liability

### Insuring Clause

**We** will pay **You** for an amount not exceeding the Limit of Indemnity in the **Schedule** for all sums (including claimant's costs and expenses) which **You** become legally liable to pay as damages sustained by an **Employee** arising out of and in the course of his employment in connection with **Your Event** caused during the **Period of Insurance** within the Republic of Ireland.

### Section 4 - Exclusions

**We** shall not indemnify **You** in respect of:

- i) Any claim arising directly or indirectly out of **Offshore** work;
- ii) for **Bodily Injury** to any **Employee** to the extent that compulsory motor insurance or security is required;
- iii) any amounts payable under workmen's compensation social security or health insurance legislation save for any compensation recovery unit payments that may be required by any social security legislation;
- iv) liquidated damages, penalty clauses, fines;
- v) aggravated, restitutionary, punitive or exemplary damages nor any additional damages result from the multiplication of compensatory damages or other non-compensatory damage;
- vi) arising or resulting from any security work;
- vii) arising from height work in excess of 5 metres or to a depth exceeding 2 metres

## OPTIONAL EXTENSION ENDORSEMENTS

(The following Endorsements are not applicable unless stated as operative in the Schedule)

### OE1 Car Parks

**We** will indemnify **You** in respect of **Damage** to any motor vehicle or any contents of or accessory on such motor vehicle.

Provided always that:

- (a) such motor vehicle or its contents or accessory is not owned by or hired by or on behalf of or lent to **You**;
- (b) this Extension shall not apply to **Damage** to any motor vehicle or any contents of or accessory on such motor vehicle caused by or arising from or in connection with the moving of any motor vehicle by **You** or **Your Employee**;
- (c) the indemnity granted by this extension shall not apply to the first € 500 of damages, costs or expenses for **Damage** to any one motor vehicle or its contents or accessories and **You** shall reimburse **Us** for sums which **We** shall pay in respect thereof;
- (d) **Our** liability for all damages payable by **You** under this extension shall not exceed the sum of €50,000 in respect of any one motor vehicle its contents and accessories;
- (e) It is a condition of liability under this extension that **You** shall have a clearly displayed disclaimer of liability notices or any **Loss** or **Damage** to any motor vehicle situated in a prominent position in **Your** car park.

All other terms remain.

### OE2 Instructors Liability

**We** will pay **You** for any errors and omissions arising from any instruction errors and omissions including wrongful advice given or provided by **You**.

The maximum **We** will pay under this extension is €100,000 any one claim and in the aggregate.

All other terms remain.

### OE3 Spectator Supervision

It is hereby agreed that **We** shall indemnify **You** under Section 3 in respect of the provision of staff for the supervision of spectators at the **Event**. The primary function of the supervisors is to provide guidance during the **Event** and to control access to and from the **Event**.

**We** shall not indemnify **You** for any claim caused by or arising from any physical contact with any attendee.

All other terms remain.