

EVENTS PUBLIC LIABILITY POLICY

The **INSURED** has applied for this insurance to Groupama Insurance Company Limited (The **COMPANY**) by a **PROPOSAL** which is the basis of this contract and is deemed to be incorporated herein and in consideration has paid or agreed to pay the premium

In return the **COMPANY** will provide the insurance as described in this Policy during the Period of Insurance subject to the terms conditions and exclusions of this Policy

This Policy the Schedule the Appendices and Endorsements will be read together as one document

The **COMPANY** shall mean Groupama Insurance Company Ltd

Signed for and on behalf of
Groupama Insurance Company Limited



Pierre Lefèvre
Chairman and Chief Executive
Groupama Insurance Company Limited
Groupama House
24-26 Minories
London
EC3N 1DE

Please read this policy carefully to ensure that it meets your requirements.

If you have any queries please contact your Broker or Intermediary who will be pleased to help.

This policy should be kept in a safe place - you may need to refer to it if you have to make a claim.

Our Commitment to You

- We will make sure all the information we give you will be clear fair and accurate
- We will always try to be fair and reasonable whenever you need the protection of this policy
- We will also act promptly to provide that protection

Our customer care policy

Insuranceservices.co.uk and Groupama Insurances are committed to delivering the highest standards of customer care. We are always interested in your feedback and you can contact us by post, e-mail or telephone.

Groupama Insurances

Commercial Insurances Claims Manager
Commercial Claims Centre
Groupama House
17 Station Road
New Barnet
EN5 1PG
Tel: 020 8441 4500
Fax: 020 8441 9896

E-mail: customer.service@groupama.co.uk

Insuranceservices.co.uk

12 Great George Street
Bristol
BS1 5RH

Tel: 0117 9255515

Fax: 0117 9252220

E-mail: contact@insuranceservices.co.uk

Complaints Procedure

Any complaint you may have regarding your policy should be addressed to insuranceservices.co.uk. Please ensure that you provide the details of your policy and in particular your policy number to help your complaint to be dealt with efficiently and promptly.

Please address your written complaint to:

Insuranceservices.co.uk
12 Great George Street
Bristol
BS1 5RH
Tel: 0117 9255515

If you are still not satisfied with the way the complaint has been handled please write to:

The Chairman & Chief Executive
Groupama Insurances
Groupama House
24-26 Minories
London
EC3N 1DE
Tel 0870 85010
Fax 020 7220 0451

Financial Ombudsman Service

If you are still unhappy following receipt of our final response you can refer the dispute to the Financial Ombudsman Service who will review your case on an independent basis. The address is:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel 0845 080 1800

(Please note that the Financial Ombudsman is only able to intervene in respect of personal policyholders or small businesses with a turnover less than £1m)

General Insurance Standards Council

Groupama and insuranceservices.co.uk are both members of the General Insurance Standards Council (GISC) The GISC is an independent organisation set up to regulate the sales advisory and service standards of members Its main purpose is to make sure that general insurance customers are treated fairly Their address is

General Insurance Standards Council
110 Cannon Street
London
EC4N 6EU

Tel 020 7648 7800
E-mail enquiries@gisc.co.uk

Association of British Insurers

Groupama is a member company of the Association of British Insurers (ABI) and you can contact them at any time for help or assistance. Their London headquarters are at:

Association of British Insurers
51 Gresham Street
London
EC2V 7HQ

Tel 020 7600 3333

If you take any of the action mentioned above it will not affect your right to take legal action

DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters in this Policy

COMPANY

means the Groupama Insurance Company Limited

EMPLOYEE

means any

- (1) person under a contract of service or apprenticeship with the **INSURED**
- (2) self-employed person labour only sub-contractor labour master or person supplied by any of them
- (3) person seconded to acquire work experience under a scheme or otherwise
- (4) person hired to or borrowed by the **INSURED**

whilst working for the **INSURED** in the course of or in connection with the **EVENT**

EXCESS

means the amount to be deducted by the **COMPANY** from the total agreed amount of each and every claim other than claims relating to **INJURY** for which there is no **EXCESS**

EVENT

means the event specified in the Schedule only and no other activity

INJURY

means bodily injury death illness disease or shock causing bodily injury

INSURED

means the person or persons (including the legal personal representatives in the event of the **INSUREDS** death in respect of liability incurred by the **INSURED**) or Limited Company named in the Schedule

POLLUTION or CONTAMINATION

means

- (1) all **POLLUTION** or **CONTAMINATION** of buildings or other structures or of water or land or the atmosphere
- (2) all **INJURY** loss or damage to material property directly or indirectly caused by **POLLUTION** or **CONTAMINATION**

arising from **POLLUTING** or **CONTAMINATING** or **SEEPING SUBSTANCES**

PRODUCT(S)

means goods or other material property sold supplied delivered installed erected processed repaired altered treated or tested by or on behalf of the **INSURED** in the course of the **EVENT** and not within the custody of the **INSURED**

PROPOSAL

means any signed proposal form and declaration and any other information in connection with this insurance supplied by or on behalf of the **INSURED**

POLLUTING or **CONTAMINATING** or **SEEPING SUBSTANCES** means any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour fumes acid alkalis chemicals dust micro-organisms and waste including material to be recycled reconditioned or reclaimed

TERRITORIAL LIMITS

means England Scotland Wales the Channel Islands and the Isle of Man

PUBLIC LIABILITY INSURANCE

The **COMPANY** will indemnify the **INSURED** against all sums which the **INSURED** shall become legally liable to pay as compensatory damages and claimants costs and expenses arising out of accidental

- (a) **INJURY** to any person
- (b) physical loss of or physical damage to material property
- (c) obstruction trespass nuisance wrongful arrest or interference with any right of way light air or water occurring within the **TERRITORIAL LIMITS** in connection with the **EVENT**
 - (i) during the Period of Insurance
 - (ii) during the 24 hours prior to the Period of Insurance solely for the purpose of preparation for the **EVENT**
 - (iii) during the 24 hours immediately after the Period of Insurance solely for the purpose of decommissioning any equipment and tidying up

LIMIT OF LIABILITY

The maximum liability of the **COMPANY** in respect of all indemnity payable under this Policy in respect of or arising out of any one occurrence attributable to one original cause or source will not exceed in the aggregate the Limit of Indemnity stated in the Schedule

Provided that the liability of the **COMPANY** for all indemnity payable in respect of or arising out of **PRODUCTS** will not exceed the Limit of Indemnity stated in the Schedule in any one Period of Insurance

LEGAL COSTS AND EXPENSES

The **COMPANY** will pay in addition to the Indemnity Limit legal costs and expenses incurred with its written consent for

- (a) representation at any coroners inquest or inquiry in respect of any death
- (b) defending an any court of summary jurisdiction or any proceedings in respect of any act or omission which may be the subject of indemnity under this insurance

EXCLUSIONS

The **COMPANY** will not be liable for

1 NUCLEAR RISKS

- (a) loss or destruction of or damage to any material 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 to by or arising from
 - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

2 WAR RISKS

any contingency occasioned by or happening through or in consequence of war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power martial law 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

3 TERRORISM

legal liability or any cost or expense of whatsoever nature or wheresoever arising directly or indirectly caused by resulting from or in connection with

- (i) any act of **TERRORISM** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- (ii) any action taken in controlling preventing suppressing or in any way relating to any act of **TERRORISM** except to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees

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

In any action suit or other proceedings where the **COMPANY** alleges that by reason of this Exclusion any legal liability cost or expense is not covered by this Policy (or is covered only up to a specified Limit of Liability) the burden of proving that such legal liability cost or expense is covered (or is covered beyond the Limit of Liability) shall be upon the **INSURED**

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

4 EXCLUDED LOCATIONS

liability arising in connection with an **EVENT** on or in or involving

- (a) docks harbours or railways
- (b) rivers canals waterways lakes or seas
- (d) airports or airfields

5 DEFECTIVE GOODS

the cost of repairing or replacing materials or goods sold or supplied or of rectifying defective workmanship

6 LIABILITY UNDER AN AGREEMENT

liability assumed under any contract or agreement where such liability would not have arisen in the absence of such contract or agreement

7 FINES OR PENALTIES

finer penalties punitive exemplary aggravated liquidated or multiple damages

8 INJURY TO EMPLOYEES

liability for **INJURY** to any **EMPLOYEE** where such **INJURY** arises out of and in the course of employment by the **INSURED**

9 PROPERTY IN INSURED'S CUSTODY

liability for or arising out of loss of or damage to

- (a) material property in the custody or control of or owned by the **INSURED** or any **EMPLOYEE** other than premises including contents not owned rented to or leased by the **INSURED** but temporarily occupied by the **INSURED** in order that work thereon may be effected by the **INSURED** or **EMPLOYEE**
- (b) ground surfaces at the **EVENT** venue or any underground surfaces

10 POLLUTION

liability in respect of **POLLUTION** or **CONTAMINATION** including the cost of removing nullifying or cleaning up **POLLUTING** or **CONTAMINATING** or **SEEPING SUBSTANCES** or **REMEDIATION** unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the Period of Insurance Provided that

- (a) all **POLLUTION** or **CONTAMINATION** which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place
- (b) the liability of the **COMPANY** for all damages and claimants costs and expenses 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 Indemnity Limit stated in the Schedule

but in no event shall this Policy cover any liability in respect of **POLLUTION** or **CONTAMINATION** including the cost of removing nullifying or cleaning up **POLLUTING** or **CONTAMINATING** or **SEEPING SUBSTANCES** or **REMEDICATION** in the United States of America or Canada

11 VEHICLES AND CRAFT

liability arising in connection with

- (a) watercraft hovercraft aircraft
- (b) any mechanically propelled vehicle which is required to be insured under any road traffic legislation or is the subject of other security

12 EXCLUDED ACTIVITIES

liability arising in connection with the operation or use of

- a) firearms
- b) fireworks or other pyrotechnics
- c) mechanical rides or fairground rides
- d) inflatable devices (including bouncy castles)
- e) bungee running or bungee jumping
- f) quad bikes, go-carts or any motorised activity
- g) trampolines

13 ALCOHOL AND ILLEGAL SUBSTANCES

liability arising from or contributed to by the effects of alcoholic drinks illegal drugs or other illegal substances

14 PROFESSIONAL OR REMEDIAL ADVICE OR TREATMENT

liability caused by or through or in connection with remedial professional or other advice or treatment given or administered or any failure to give advice or treatment or any lack of professional skill

13 LIABILITY FOR ACTIONS OR CONTRACTORS OR STALL-HOLDERS

liability arising from injury or damage caused by or contributed to by contractors or independent stall-holders unless the **INSURED** has received documentary evidence that such party or parties hold current and valid Public and Products liability insurance and shall provide such documentary evidence in the event of a claim

13 PROPERTY DAMAGE EXCESS

the first £250 of any claim for loss of or damage to property

GENERAL CONDITIONS

All conditions in this Policy are to the extent they are able to take effect as conditions precedent to the liability of the **COMPANY** under this Policy deemed to be conditions precedent to the liability of the **COMPANY**

1 OBSERVANCE OF POLICY TERMS

The **INSURED** will observe and fulfil the terms conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the **INSURED**

2 REASONABLE PRECAUTIONS

The **INSURED** will take all reasonable precautions to prevent **INJURY** loss or damage and take all reasonable measures to observe and fulfil the requirements of all statutory obligations and regulations

3 ALTERATION OF TRADE OR BUSINESS

The **INSURED** will immediately notify the **COMPANY** in writing of any alteration in the **EVENT** which may increase the risk of **INJURY** or loss or damage

4 CLAIMS - COMPANYS RIGHTS

The **COMPANY** having been advised of a claim under this Policy will be entitled to

- (a) undertake in the name of the **INSURED** defence control or settlement of any claim and for its own benefit take proceedings in the **INSUREDS** name to mitigate the loss
- (b) pay to the **INSURED** in settlement of its liability for all claims arising out of any one occurrence or series of occurrences attributable to one original cause either
 - (i) the Limit of Liability of the appropriate Section or
 - (ii) such lesser amount for which the claim or claims may be settled

The **COMPANY** will only provide indemnity for costs fees or expenses incurred up to the date of such payment less any amounts already paid

5 CLAIMS - INSUREDS ACTION

Whenever anything occurs which might give rise to liability under this Policy the **INSURED** will

- (a) immediately notify the **COMPANY** and provide such written information or details as may be required
- (b) send to the **COMPANY** immediately on receipt and unacknowledged every letter claim writ summons or process relating to a claim

6 CLAIMS - CO-OPERATION

The **INSURED** will provide all help assistance and co-operation required by the **COMPANY** in connection with any claim

7 PAYMENT OF PREMIUM

The Premium will be paid prior to the **EVENT** otherwise all benefit under this Policy will be forfeited and the Policy will be considered as never having been in force

8 NON CONTRIBUTION

This Policy does not cover any liability for which indemnity is recoverable under any other policy except for an amount in excess of that recoverable thereunder

9 MISDESCRIPTION

The Policy will be voidable in the event of nondisclosure of any material information or fact or misrepresentation or misdescription

10 CANCELLATION

The **COMPANY** may cancel this Policy at any time by giving fourteen days notice by recorded delivery letter to the **INSUREDS** last known address and in such event the **COMPANY** will return the whole of the premium paid

11 LAW GOVERNING THE POLICY

Where the **INSURED** is an individual the **INSURED** has the right to choose the law which shall apply to the contract however English Law shall apply unless otherwise agreed in writing by the **COMPANY** Unless otherwise agreed in writing any dispute or difference concerning liability under or interpretation of this Policy will be governed by and construed in accordance with English Law and the **INSURED** will submit such dispute or difference to the exclusive jurisdiction of the English Courts

12 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- (a) This Policy is a contract solely between the **COMPANY** (which term in this Condition shall include Underwriter or Insurer) and the **INSURED** or **INSUREDS** specifically named in the Policy Schedule It is not intended to confer any contractual rights on any other person (which term in this Condition shall include the plural bodies corporate and unincorporated associations) unless the **COMPANY** has agreed thereto in writing The **COMPANY** may at its discretion and on such terms as it shall specify grant to the **INSURED** in writing the power to designate a person who shall then be entitled to such contractual rights under the Policy as may be specified and subject to the due observance of the terms and conditions of the Policy and of this Condition
- (b) Where the **COMPANY** has granted rights to a person other than the **INSURED** named in the Policy Schedule or where the **COMPANY** has granted to the **INSURED** named in the Schedule the power to designate any other person as being entitled to contractual rights under this Policy such contractual rights shall be subject to the following additional conditions each of which shall be a condition precedent to the liability of the **COMPANY** to grant any indemnity or make any payment to that person under this Policy
 - (i) At the time when such contractual rights were granted to such person the Policy shall have been in full force and no circumstances shall have occurred which whether known or unknown to the **COMPANY** would entitle the **COMPANY** to rescind cancel or avoid the Policy

- (ii) The **INSURED** named in the Schedule shall not be or have been in breach of any term or condition of the Policy
 - (iii) The **INSURED** named in the Schedule shall have complied fully with any procedures which may be from time to time issued by the **COMPANY** for the recording and notification of particulars of persons granted such contractual rights under the Policy
 - (iv) Up to and at the time of the occurrence of any event which is the subject of any claim under this Policy the person claiming contractual rights under this Policy shall have observed fully all terms and conditions of this Policy in so far as they shall be reasonably capable of being applied to such person and thereafter shall comply with all the terms of the Policy relating to the management of claims as if they were named as the Insured in the Policy Schedule
- (c) Any right of the **COMPANY** to rescind cancel or vary this policy shall not be subject to or diminished by the rights of any person who is granted contractual rights under the Policy Notice of the exercise of such rights (namely to rescind avoid cancel or vary this Policy) by the **COMPANY** shall be effective if given in writing and sent to the last known address of the **INSURED** first named in the Policy Schedule Such notice shall be deemed to be notice to any person having contractual rights under the Policy
- (d) The maximum limit placed on any benefit sum insured or indemnity payable under this Policy shall not be increased by the number of persons entitled to exercise contractual rights under the Policy and the **COMPANY's** liability shall not thereby be increased above the amount that would have been payable if the **INSURED** first named in the Policy Schedule was the only person entitled to contractual rights under the Policy
- (e) The receipt of any person appearing to be entitled to claim under the Policy shall be effective as a receipt on behalf of all such persons who may be entitled to claim under the Policy The **COMPANY** shall not be under any duty to inquire into the relative priorities of any persons claiming to be entitled to any benefit or indemnity under the Policy
- (f) All other terms and exclusions of the Policy shall remain in full force and effect