

EventCombined

Annual



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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

You must complete, sign and date all contracts prior to the event.

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.

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.

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.

1. Introduction

1.1. This Policy

Without Prejudice to the generality of the foregoing, we agree that:-

- 1.1.1. This contract is subject to Irish law, in the event of a dispute arising under the policy, we at Your request will submit to the jurisdiction of any competent Court in Ireland; such dispute shall be determined in accordance with the law and practice applicable in such Court;

- 1.1.2. Any Summons, Notice or Process shall be served upon
Allianz Global Corporate & Specialty SE,
Koeniginstrasse 28,
80802 Munich,
Germany

1.2. Words in bold

Words shown in bold have a particular defined meaning. You should refer to the General Definitions to obtain the full meaning of such terms. We have also provided additional Definitions in the sections within the policy which will also be shown in bold. Also where the context requires:

- 1.2.1. words in the singular will include the plural and vice versa; and
- 1.2.2. words expressed in one gender shall include all genders; and
- 1.2.3. references to 'a person' shall include any individual, company, partnership or any other legal entity;
- 1.2.4. references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

Please note that all headings within the policy are included for convenience only and will not form part of this policy.

1.3. Our contract with you

This policy is a contract of insurance between you and us and is a legal document so please read it carefully and keep it safe. If it does not meet with your requirements please contact the broker who effected this insurance to arrange any alteration that may be necessary.

1.4. Information you have given us

- 1.4.1. In deciding to accept this insurance and in setting the terms and premium we have relied on the information you have given us.
- 1.4.2. You must take care when answering any questions we ask and make sure that all information provided is accurate and complete.
- 1.4.3. 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.

- 1.4.4. 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:
- a) 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;
 - b) 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;
 - c) 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;
 - d) cancel your policy in accordance with our cancellation rights below.

We or Brady Underwriting will write to you if we:

- a) intend to treat your policy as if it never existed;
- b) need to amend the terms of your policy;
- c) 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.

1.5. Insurers subscriptions

Allianz Global Corporate & Specialty SE,
Koeniginstrasse 28,
80802 Munich,
Germany

Registration number at the HRB (commercial register of companies): Munich HRB 208312
Supervisory authority: German Federal Financial Supervisory Authority

1.6. Privacy Notice

Please note: For the purposes of this clause 'we', 'us' and 'our' shall include the Coverholder

1.6.1. 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.

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

1.6.3. "Personal Data" means any information relating to an identified or identifiable natural person collected and processed by Us

1.6.4. "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.

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

1.6.6. 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.

1.6.7. We will Ensure the strictest confidentiality of Personal Data to which it may have access

- 1.6.8. 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.
- 1.6.9. 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.

- 1.6.10. 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,
Koeniginstrasse 28,
80802 Munich,
Germany
Telephone number: +49-89-2030-51000

- 1.6.11. 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.

- 1.6.12. 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. Please do not hesitate to contact us in case you have questions or need additional information.

1.7. How to cancel your policy

1.7.1. Notice address

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

1.7.2. Cancellation during the cooling off period

- a) you have the right to cancel your policy within 14 working days of the purchase of the contract or 14 working days from the day you receive the policy or renewal documentation, whichever is the later, provided that the event has not commenced;
- b) We will return the premium less a proportional amount for the time that you have been on cover.
- c) No premium refund is given after the event starts or for cancellation less than 24 hours before the event starts.
- d) No refund of premium will be given in the event of a claim either in whole or in part

1.7.3. Cancellation after the cooling off period

If you cancel this insurance outside the cooling off period:

- a) 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;
- b) no refund of premium will be given in the event of a claim;
- c) no premium refund is allowed after the event starts or for cancellation less than 24 hours before the event starts.

1.7.4. Our cancellation rights

Other than as detailed in the Period of insurance and premium payment clause we can cancel this insurance by giving you seven (7) days' notice in writing. We will only do this for a valid reason, including but not limited to:

- a) A change in risk occurring which means that we can no longer provide you with insurance cover.
- b) Non-cooperation or failure to supply any information or documentation we request.
- c) You using threatening or abusive behaviour or the use of threatening or abusive language, in any communications with us or anyone working on our behalf.

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.

1.8. Period of insurance and premium payment

- 1.8.1. We will provide insurance as described in this policy for the period of insurance provided the premium(s) and all additional taxes, levies and other relevant fiscal charges are paid to and accepted by us on or before the payment date shown in the schedule.
- 1.8.2. The premium is deemed paid and accepted on receipt by the Coverholder.
- 1.8.3. If any premium is not paid and accepted by the Coverholder on or before its payment date shown in the schedule, this policy will be void and no cover will be provided.
- 1.8.4. You can prevent cancellation from taking effect and continue the policy if the late premium is paid and accepted before the cancellation takes effect provided that:

- a) Premium is received by the Coverholder not later than seven (7) day prior to the event;
- b) You certify in writing that you are not aware of any claims or any circumstances that might give rise to a claim
- c) We reserve the right to charge a revised premium should you fail to comply with payment terms.

1.9. Signature

In evidence of Our intention to be bound by this insurance, we have printed the signature of Brady Underwriting Managing Director

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

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.

Allianz Global Corporate & Specialty SE, Koeniginstrasse 28, 80802 Munich, Germany

Registration number at the HRB (commercial register of companies): Munich HRB 208312
Supervisory authority: German Federal Financial Supervisory Authority

2. How to make a claim

2.1. Claim notification

In the event of a claim you must give notice as soon as possible to:

Allianz AGCS Claims Contacts:

Email: entertainment.claimsuk@allianz.com

Brady Underwriting Claims Contacts:

Email: claims@bradyunderwriting.ie

Address: Brady Underwriting
Insurance House
Main Street
Carrick On Shannon
Co. Leitrim, N41 R7T8

Telephone: 0818 919101

2.2. Claim conditions

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.

2.2.1. You must:

- a) notify us using the above details as soon as possible giving full details of what has happened;
- b) provide any information required and take all care to limit any loss, damage or injury.
- c) provide evidence of value or age (or both) if we require.
- d) 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.

2.2.2. It is your responsibility to prove your loss and retain receipts, photographs and guarantees where possible.

2.3. False or fraudulent claims

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.

2.4. 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.

2.4.1. 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 Garda Siochana of the damage and obtain a P.U.L.S.E. number;

2.4.2. Upon the discovery of any loss, you must at your expense tell us about the loss as soon as possible:

2.4.3. In all events you must:

- a) protect the property insured and take any action to minimise or avoid any further damage;
- b) 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;
- c) 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.

- 2.4.4. 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.
- 2.4.5. 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.
- 2.4.6. We will not pay for damage if you or anyone acting on your behalf:
- a) do not comply with our requirements;
 - b) hinder or obstruct us.
- 2.4.7. 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;
- 2.4.8. 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.
- 2.4.9. 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.

2.5. Abandonment

You shall not in any case be entitled to abandon any property insured to us whether taken possession of by us or not.

3. 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 post: Brady Underwriting,

Insurance House
Main Street,
Carrick on Shannon,
Co. Leitrim
Ireland

By telephone: 0818 91 91 01

By email: info@bradyunderwriting.ie

Brady Underwriting will:

- || Acknowledge your complaint within five (5) working days of its receipt and forward the details to us.
- || Inform you of the name of one or more individuals that will be the point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further
- || Keep you regularly informed about the progress of our investigation within twenty (20) working days.

We will aim to provide you with our decision on your complaint, in writing, within forty (40) business days of the complaint being made.

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

Allianz Global Corporate & Specialty SE,
Koeniginstrasse 28,
80802 Munich,
Germany
Telephone number: +49-89-2030-51000

Should you remain dissatisfied with the final response from us or if you have not received a final response within forty (40) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services Ombudsman (FSO). 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

4. General Definitions

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

4.1. Abandonment

means inability to complete the Event.

4.2. Adverse Weather

means 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.

4.3. 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.

4.4. Cancellation

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

4.5. Claim

means Loss/Losses.

4.6. Consequential Loss

means 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.

4.7. 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, including but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

4.8. Damage

means accidental and unforeseen direct physical destruction or Damage.

4.9. Dangerous Activity

means any event involving:

- 4.9.1. fireworks, bonfires, explosives, archery;
- 4.9.2. paintballing or firearms;
- 4.9.3. bouncy castles or inflatables;
- 4.9.4. ballooning, parachuting, flying or all other aerial activity;
- 4.9.5. fairground rides, mechanical rides of any kind;
- 4.9.6. foam parties, bubble machines, smoke machines;
- 4.9.7. pyrotechnics of any kind;
- 4.9.8. water based activity such as canoeing, sailing, sub-aqua, white water rafting;

- 4.9.9. 'it's a knockout' type competitions;
- 4.9.10. quad bikes, mountain bikes, go-karts or motor sports of any kind;
- 4.9.11. bungee jumping, trampolines or any other gymnastic activities using harness;
- 4.9.12. equestrian activities or persons riding on animals;
- 4.9.13. circus or stunt acts, pyrotechnics, outdoor pursuit courses of any kind;
- 4.9.14. working at heights of over 5 metres or depths of over 2 metres;
- 4.9.15. any processes using application of heat, other than in the production of food;
- 4.9.16. shooting ranges for guns or archery;
- 4.9.17. cycling where roads are not closed to traffic including duathlons & triathlons;
- 4.9.18. 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.

4.10. 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.

4.11. Employee(s)

means:

- 4.11.1. a person under a contract of service or apprenticeship with you.
- 4.11.2. 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.
- 4.11.3. labour masters and persons supplied by them whilst under your direct control and supervision.
- 4.11.4. 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.
- 4.11.5. work experience trainees.
- 4.11.6. 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.

4.12. Event

means the event to be held at the venue during the period of insurance and shall include all ancillary activities relating to the event, including but not limited to:

- 4.12.1. 'get in' and set up at the venue;
- 4.12.2. Supervision and marshalling of spectators during the event including:
 - a) the provision of guidance during the event; and
 - b) the control access to and from the event;
- 4.12.3. Get out from the venue;

4.13. Event equipment

means material property including for example:

- 4.13.1. marquees, tents, staging, lighting;
- 4.13.2. 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.

4.14. Excess

means the first amount of each claim payable by you as detailed on the schedule.

4.15. Geographical limits

means the Republic of Ireland.

4.16. Loss

means a potential actual loss that you sustain or circumstances that might cause you a loss which may give rise to a claim.

4.17. Occurrence

means single originating cause that occurs during the period of insurance that gives rise to a loss or series of losses.

4.18. Period of insurance

means the period during which this insurance applies as stated in the schedule

4.19. Postponement

means the unavoidable deferment of the event to another time.

4.20. Pre-existing

means 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 commencement of the period of insurance.

4.21. Property Insured

means property as more fully described in the schedule at a location within the geographical limits unless otherwise excluded.

4.22. Schedule

means The part of this policy which specifies the risk information.

4.23. 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.

4.24. 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.

4.25. Venue

means the location at which the Event(s) are to be held

4.26. We/Us/Our

means
Allianz Global Corporate & Specialty SE,
Koeniginstrasse 28,
80802 Munich,
Germany

Registration number at the HRB (commercial register of companies): Munich HRB 208312
Supervisory authority: German Federal Financial Supervisory Authority

4.27. You/your/yourself

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

5. General Conditions

5.1. Alteration

You must notify us as soon as possible of any change in the details shown in the schedule, the event or the subject matter of this insurance, if you require cover for such change. We will not provide cover for any changes unless such changes have been accepted by us and confirmed by an alteration to this policy, an endorsement or other form of written confirmation.

5.2. Assignment

This insurance cannot be assigned in whole or in part without our prior written agreement.

5.3. Arbitration

Where a dispute does not fall within the scope of the FSO scheme, 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.

5.4. 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.

5.5. 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.

5.6. 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 a loss.

5.7. 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.

5.8. Other Insurance

Sometimes what is covered under one insurance may also be covered under another insurance, 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. 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 another insurer, 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.

5.9. Our rights

- 5.9.1. 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.
- 5.9.2. 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.
- 5.9.3. 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.

5.10. Precautions

You must take all possible care:

- 5.10.1. to prevent injury, accident or damage;
- 5.10.2. to maintain the property insured in efficient and safe working order;
- 5.10.3. to make good or remedy any defects or danger which becomes apparent and take such additional precautions as circumstances may require;
- 5.10.4. in the selection and supervision of employees;
- 5.10.5. to ensure the suitability to participate of all participants.

5.11. Sanctions

We will not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us or any member of our group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country. .

5.12. 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.

5.13. Your Duties

You shall:

- 5.13.1. take all precautions to prevent any occurrence which may give rise to a valid claim under this policy;
- 5.13.2. take all necessary precautions to comply with all statutory requirements and regulations imposed by any Authority;
- 5.13.3. You must not waive any subrogation rights against a third party written or prior written consent;
- 5.13.4. 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.

6. General Exclusions

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

6.1. Asbestos, Silica, Polychlorinated Biphenyl, Urea-formaldehyde

- 6.1.1. 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 said substances;
- 6.1.2. 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;
- 6.1.3. 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.

6.2. Biological or Chemical Materials

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.

6.3. Communicable Disease

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.

6.4. Cyber Event Exclusion for Loss of Personal Data

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.

6.5. Punitive and Exemplary damages

finances, penalties, aggravated damages, liquidated damages, punitive damages exemplary damages or performance warranties of whatsoever nature.

6.6. Radioactive Contamination

6.6.1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

6.6.2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

6.7. Sonic Bang

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

6.8. Terrorism

any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or 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.

6.9. Tour Operators' Liability

any loss, damage, liability or cost of whatsoever nature caused directly or indirectly, arising out of or in connection with the organisation and sale (either directly or via a retailer) of any pre-arranged component or components of a holiday and otherwise subject to the Package Holiday, Package Travel and EC Directive 90/134 (Article 5) or any subsequent amending legislation

6.10. Value of data

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.

6.11. War and Civil War

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.

7. Section 1 - Property Damage

7.1. 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.

7.2. Reinstatement

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:

- 7.2.1. For electronic data processing media, 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 EUR 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;
- 7.2.2. For all other property insured:
 - a) 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;
 - b) 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.

7.3. Reinstatement provisions

- 7.3.1. 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 time of 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.
- 7.3.2. No payment beyond the amount which would have been payable in the absence of clause shall be made:
 - a) unless reinstatement commences and proceeds without delay;
 - b) until the cost of reinstatement shall have been actually incurred;
 - c) 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.
 - d) 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.

- 7.3.3. Where by reason of the 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 this section, including any condition of average as if this clause had not been incorporated.

7.4. Section 1 - exclusions

(You should also refer to the policy exclusions).

We will not indemnify you for:

- 7.4.1. theft or attempted theft not involving forcible or violent entry to or exit from a building or secured site at the venue;
- 7.4.2. theft, loss, malicious damage or vandalism – which has not been reported as soon as practicably possible to a Garda Siochana and a P.U.L.S.E. number obtained;
- 7.4.3. 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;
- 7.4.4. damage to underground services;
- 7.4.5. damage to flooring except by fire, lightning, explosion, impact of aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, malicious persons, earthquake, storm, flood, falling trees, impact of vehicles or underground fire;
- 7.4.6. breakage of china, glass or articles of a brittle nature;
- 7.4.7. jewellery, furs, antiques, works of art, optical discs, vinyl records, tapes, cameras, computers mobile telephones or similar articles;
- 7.4.8. bouncy castles or any other inflatable equipment;
- 7.4.9. 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 deliberate or wilful or malicious act, or any act of vandalism committed by you or your employees;
 - f) damage caused by strikers, locked out workers or persons taking part in labour disturbances.
- 7.4.10. 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.
- 7.4.11. Acts of fraud or dishonesty, theft or robbery, disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error;
- 7.4.12. the amount of the excess as stated in the schedule;

- 7.4.13. damage more specifically insured by you or on your behalf;
- 7.4.14. consequential loss;
- 7.4.15. plant, machinery or computer breakdown;
- 7.4.16. any loss due to fines or damages, breach of contract for late or non-completion of orders or for any penalties of whatever nature;
- 7.4.17. damage to catering equipment whilst in transit.

8.

8.1. 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.

8.2. Section 2 extensions

8.2.1. Adverse weather and non-appearance

This section is extended 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.

8.2.2. Murder, suicide, infectious disease and the like

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:

- a) an outbreak of food poisoning;
- b) a human infectious or contagious disease that is notifiable under the Infectious Diseases (Amendment) Regulations 2016;
- c) actual or suspected murder or suicide or sexual assault;
- d) failure of the electricity, gas or water supplies;
- e) discovery of vermin or pests;
- f) defects in the drains or other sanitary arrangements.

8.2.3. Prevention of Access

Damage to property resulting from fire, lightning, explosion, impact of aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, malicious persons, earthquake, storm, flood, falling trees, impact of vehicles, underground fire within a radius of one (1) mile from the Venue which hinders or prevents access to the venue.

8.3. Section 2 – exclusions

We will not indemnify you for cancellation, abandonment or postponement arising from:

- 8.3.1. circumstances likely to cause cancellation, abandonment or postponement of the event, which were known to you prior to taking out this insurance;
- 8.3.2. the financial failure of any fund raising venture on which the event is reliant;fd
- 8.3.3. your failure to make all necessary arrangements for the successful fulfilment of the event in a reasonable and timely manner;
- 8.3.4. lack of or inadequate response, attendance or support prior to or during the event;
- 8.3.5. the non-appearance of delegates, visitors, exhibitors, guests or key speakers because of state affairs or government matters;
- 8.3.6. 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;

- 8.3.7. National mourning;
- 8.3.8. any contractual breach by you;
- 8.3.9. The failure of any supplier where booking arrangements are not confirmed in writing;
- 8.3.10. cancellation of the event following the death, injury or illness of any party over the age of 70 years unless agreed by us.

If the event is a wedding or engagement party we will not provide any cover should any party have a 'change of heart'.

8.4. 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:

- 8.4.1. Abandoned in whole or in part: The amount of your expenses incurred up to the time of the Loss.
- 8.4.2. Cancelled: The amount as stated in the schedule.
- 8.4.3. Postponed: The amount as stated in the schedule.

The maximum we shall pay is the amount as stated in the schedule, which shall be further limited by any specific limitation stated in any of the clauses contained in this section.

9. 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.

9.1. 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.

9.2. Occurrence

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.

9.3. 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.

9.4. Property damage

means:

- 9.4.1. injury to, loss of, or destruction of material property, or
- 9.4.2. 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.

9.5. 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.

10. Section 3 – Public Liability

10.1. 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.

10.2. Section 3 – exclusions

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

- 10.2.1. any product other than food and drink sold or supplied by you in the course of the event;
- 10.2.2. 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;
- 10.2.3. 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;
- 10.2.4. any vehicle or machine or plant which is insured for your benefit under a policy of motor insurance;
- 10.2.5. any wilful or malicious act or any act of vandalism resulting in damage at or to the venue;
- 10.2.6. 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 on the field of play 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;
- 10.2.7. any liability assumed by you by arrangement and or agreement unless this would attach in the absence of such by arrangement and or agreement;
- 10.2.8. damage to property owned by you or in your care custody or control;
- 10.2.9. any aircraft or other aerial device, watercraft or hovercraft;
- 10.2.10. 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;
- 10.2.11. any sums you are legally liable to pay which are expressed to be punitive, exemplary or aggravated damages by a court of law;
- 10.2.12. ownership, procession or use of any firearm or weapons of any and every kind;
- 10.2.13. the defective erection, use or dismantling by you or on your behalf of any temporary seating using metrodeck, steel deck, or other similar non-permanent rostra or seating configuration;
- 10.2.14. 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.

10.2.15. 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;

10.2.16. Anything that is pre-existing;

10.2.17. Libel, slander or defamation;

10.2.18. Inappropriate contact, sexual assault, sexual harassment, abuse or rape;

10.2.19. assault, battery or any intentional or deliberate violence either committed or alleged to have been committed by you or your employees;

10.2.20. bodily injury to employees or any employment practices disputes;

10.2.21. 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;

10.2.22. the amount of each and every claim, stated in the schedule as the deductible;

10.2.23. financial loss;

10.2.24. your failure to:

a) operate machinery or equipment within the manufacturer's guidelines and instructions;

b) maintain machinery and equipment and keep in a good state of repair.

10.2.25. the use of machinery or equipment that is subject to statutory inspection but does not have a valid and current inspection certificate

10.2.26. Food contamination or poisoning where there is no food safety management system in place that complies with HACCP standards

10.3. Section 3 – Extensions

Where shown as 'included' in the schedule, we will cover the following additional coverages, however, where a sub-limit applies we will not pay more than the applicable sub-limit. Unless expressly stated to the contrary, the indemnity provided by these clauses is included within and is not additional to the limit of indemnity.

10.3.1. Bona Fide Sub-Contractors- Contingent Third Party Liability

a) 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:

i) the limit of indemnity of the public liability insurance cannot be not less than EUR 2,600,000 in respect of any one claim or number of claims arising out of one cause or occurrence;

ii) 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;

- iii) such insurance covers the work to be undertaken by the bona fide sub-contractors;
 - iv) the insurance is revalidated every twelve (12) months throughout the duration of their contract with you.
- b) Our liability under this extension shall be a contingent third party liability only, that is 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, temporary staging and temporary seating that uses metrodeck, steel deck, or other similar non-permanent rostra or seating configuration 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:

- i) The amount of the Excess;
- ii) 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;
- iii) liability arising in whole or in part, directly or indirectly out of asbestos, asbestos fibres;
- iv) any liability in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee on your behalf;
- v) bodily injury or bodily injury sustained by any employee arising out of and in the course of employment by you.

10.3.2. Contingent Motor

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 vehicle by an employee 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.

10.3.3. 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.

10.3.4. 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.

10.3.5. 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.

11. Section 4 - Employers Liability

11.1. 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.

11.2. Section 4 – Exclusions

We shall not indemnify you in respect of:

- 11.2.1. any claim arising directly or indirectly out of offshore work;
- 11.2.2. for bodily injury to any employee to the extent that compulsory motor insurance or security is required;
- 11.2.3. 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;
- 11.2.4. liquidated damages, penalty clauses, fines;
- 11.2.5. aggravated, restitutionary, punitive or exemplary damages nor any additional damages result from the multiplication of compensatory damages or other non-compensatory damage;
- 11.2.6. arising or resulting from any security work;
- 11.2.7. any employment practices disputes;
- 11.2.8. arising from height work in excess of 5 metres or to a depth exceeding 2 metres.

12. Optional Extension Endorsements

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

12.1. 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:

- 12.1.1. such motor vehicle or its contents or accessory is not owned by or hired by or on behalf of or lent to you;
- 12.1.2. this extension shall not apply to damage to any motor vehicle or any contents of or accessory on such motor vehicle;
- 12.1.3. caused by or arising from or in connection with the moving of any motor vehicle by you or your employee;
- 12.1.4. 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;
- 12.1.5. 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;
- 12.1.6. It is a condition precedent to our liability under this extension that you shall have a clearly displayed disclaimer of liability notices for any loss or damage to any motor vehicle situated in a prominent position in your car park.

12.2. 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.