

Endorsements (if applicable as per schedule)

1. *Additional Expenses Clause*

Any cover under this Section in respect of Increase in cost of Working shall include additional expenses necessarily and reasonably incurred by the insured in hiring alternative equipment up to a limit of £50,000 any one incident of damage subject otherwise to the terms and conditions of the policy

2. *Continuing Hire charges*

Any cover under this section in respect of Increase in cost of Working shall include expenses incurred by the insured in respect of continuing hire charges for equipment that has suffered insured damage provided that the Maximum Indemnity Period in respect of this extension shall be 13 weeks and the liability of the company shall in no case exceed £100,000 subject otherwise to the terms and conditions of the policy

3. *Employees/Visitors Personal Effects*

Employees/Visitors personal effects are to be cover up to a maximum value of £500 per person

4. *Equipment Hired In*

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that Property Insured hired in by You is

- (a) inspected by You prior to acceptance
- (b) returned by You to an authorised official of the hiring company.

5. *Equipment Hired Out*

We will indemnify You when Property Insured is hired-out under written conditions which make the hirer responsible for Damage to Property Insured during the hire period. Provided that prior to any hire You must obtain and retain proof of

- (a) acceptance by the hirer of conditions of hire as above
- (b) the identity and address of the of the hirer from at least two different established sources (e.g. government body, utility company, bank or other finance company) unless the hirer has had a current account with You for at least the last 60 days .

6. Hire Costs (Expenses)

Expenses means the total of all costs and charges which would have been incurred by the Insured in organising, running and providing services for the insured Event(s) had a loss not occurred/cancelled

7. Professional Packing

It is warranted that all equipment is professionally packed prior to any transit subject otherwise to the terms and conditions of the policy

8. Full Theft (not restricted to forcible and violent entry)

Theft or any attempted thereat but excluding any loss:

- a) when the premises are left vacant or become disused
- b) in respect of stock at exhibitions that is not contained in an indoor exhibition hall which is locked and/or guarded outside Business Hours
- c) in respect of jewellery precious metals/stones or articles composed form them bullion or furs except where specifically mentioned in the schedule as being insured
- d) caused by or consisting of disappearance unexplained or inventory shortage misfiling or misplacing of information
- e) caused by or consisting of the infidelity or dishonesty of the insured

9. Unattended Vehicle Security Clause

Whilst any item of Property is being carried in a vehicle which is left unattended:

- a) any security devices on the vehicle must be activated and correctly set to operate
- b) the doors of the vehicle must be locked and all its windows and other openings fully closed and properly fastened
- c) the property must be concealed from view in a locked boot where such facilities are available or concealed from view by other Secure Means

10. Goods In Transit extension to include Third Party vehicles/Hauliers

To include carriers (third parties) other than the Insured as a method of conveyance by means of road rail or inland air freight. Cover to include the Property whilst in the custody or control of the carrier until delivered to the consignee's premises and receipt acknowledged or in the case of return transit placed at the Insured's Premises.

11. JRPLIAB007 - Sub-Contractors Condition

Definition

Sub-contractor :-

Any company or firm or individual who enters into a contract with **you**, in the course of **your business**, for the provision of services or the supply of goods or materials in conjunction with labour, but this does not include any firm or individual who enters into a contract of service with **you** for supply of labour only.

The following is a condition of the insurance that **you** need to meet as **your** part of the contract to which this **endorsement** attaches. If **you** do not meet this condition and that either causes a claim or contributes to a claim, **we** may reject that claim or payment in respect of that claim could be reduced.

It is a condition of this insurance that for all **sub-contractors** engaged by **you**, **you** must obtain and retain written confirmation that they have and will maintain insurance throughout the period of their engagement by **you**, providing:

- a) if applicable, an **Employers' Liability** indemnity limit of not less than **GBP 10,000,000** (or equivalent in any other currency) any one occurrence;
- b) a **Public Liability** indemnity limit of not less than **GBP 2,000,000** (or equivalent in any other currency) any one occurrence plus costs and expenses;

and that both the above insurances, whether insured under one policy or more than one policy, provide an indemnity to **you** as principal.

All other terms, conditions, exclusions and limitations remain unchanged.

12. JRPLIAB017 – Heat Work Away Exclusion

The following applies only to Public Liability.

We will not indemnify you for any claim or claims arising out of or in connection with the **application of heat** by **you** away from **your** premises.

Definition

Application of heat :-

The use of tools and equipment the purpose of which is to heat, including the use of:

- blow torches, blow lamps, flame guns, hot air guns
- electric oxy-acetylene or other welding or cutting equipment
- angle grinders (in circumstances where sparks are emitted)

All other terms, conditions, exclusions and limitations remain unchanged.

13 . JRPLIAB144 - Abuse Exclusion

We will not **indemnify you** in respect of any claim arising out of or in connection with alleged physical, sexual or mental abuse.

Definitions

Abuse :

Circumstances where **you** had a responsibility (either explicit or implied) for the welfare and well-being (physical, mental, and/or spiritual) of the victim and were in breach of this duty to protect those in **your** care either through **your** negligence or vicariously for the acts and/or omissions of **your** partners, directors, **employees** or anyone under **your** direction in the conduct of **your business** activities.

Abuse may be physical, sexual or psychological in nature and includes:

- i. behaviour which sexualises the victim and uses the victim for sexual gratification.
- ii. the sexual interaction between two minors if there is a perceived difference in power between the victim and the **abuser**.
- iii. the imposition of an excessively harsh regime through which there is a systematic assault or maltreatment of the victim over a period of time, but this would not include a single incidence of physical assault.
- iv. the deliberate pre-meditated maltreatment of the victim by an individual in a position of responsibility.
- v. schoolyard and workplace bullying
- vi. medical and/or physiotherapy and/or nursing malpractice or any error or omission in the provision medical and/or physiotherapy and/or nursing care or treatment.

All other terms, conditions, exclusions and limitations remain unchanged.

14 . JRPLIAB082A - Care Custody and Control (Specified Limit) Extension Endorsement

Despite Exclusion 1 to Section 2 - Public Liability of the Policy to which this Endorsement applies, We will Indemnify You against:

- a) all sums which You become legally liable to pay as damages; and
- b) Costs and Expenses;

in the event of:

- i) accidental loss of or damage to Property whilst in Your or Your Employee's care, custody or control;

which occurs:

- ii) during the Period of Insurance in the course of Your Business activities in the Territorial Limits.

Limit of Indemnity

Despite the amount specified in the Schedule as the limit of indemnity for Section 2 Our liability to You under this Endorsement for all compensation payable by You to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series resulting from or attributable to one source or original cause will not exceed GBP 15,000

Costs and Expenses are payable in addition to the Limit of Indemnity under Section 2 apart from:

- i) any judgment award or settlement made within; and
- ii) any order made anywhere in the world to enforce, either in whole or in part, a judgment, award or settlement made within;

the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada for which the limit of indemnity for Section 2 will be the maximum amount payable including Costs and Expenses

Exclusion

We will not Indemnify You under this Endorsement for loss of or damage to Property belonging to, hired in by, leased in by or on loan to You.

All other terms, conditions, exclusions and limitations set out in the Policy remain unchanged.

15. JRPLIAB293 - Work Overseas Extension– Public Liability – Worldwide inc USA/Canada

1. The Operative Clause and Limit of Indemnity clause of Section 2 – Public Liability are deleted and replaced by the following:

Operative Clause

Subject to the exclusions, conditions and definitions of this **Policy, We will Indemnify You** under Section 2 against:

- a) all sums which **You** become legally liable to pay as damages; and
- b) **Costs and Expenses;**

in the event of;

- i) accidental **Bodily Injury** to any person;
- ii) accidental loss of or damage to **Property;**
- iii) obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water;

occurring during the **Period of Insurance** and arising out of the activities of **Your Business;**

- a. in the **Territorial Limits;**
- b. elsewhere in the world in respect of temporary visits in a non-manual labour capacity by Your directors or **Employees,** declared by **You** and accepted by **Us,** normally resident in the **Territorial Limits.**

Limit of indemnity

Our liability to **You** for all compensation payable by **You** to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series resulting from or attributable to one source or original cause will not exceed the amount specified in the **Schedule** as the **Limit of Indemnity** for Section 2, except that **Our** liability to **You** in respect of all claims arising:

- i) in respect of any judgment award or settlement made within;
- ii) in respect of any order made anywhere in the world to enforce, in whole or in part, any judgment award or settlement made within;

the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada will not exceed in the aggregate the **Limit of Indemnity** specified in the **Schedule.**

Costs and Expenses are payable in addition to the **Limit of Indemnity** under Section 2 apart from:

- i) any judgment award or settlement made within; and
- ii) any order made anywhere in the world to enforce, either in whole or in part, a judgment, award or settlement made within;

the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada for which the **Limit of Indemnity** for Section 2 will be the maximum amount payable including **Costs and Expenses.**

2. Despite Exclusion 6 of Section 2 – Public Liability, **We will not Indemnify You** under Section 2 against liability in respect of the first **GBP 10,000** of each and every claim arising:
- i) in respect of any judgment award or settlement made within;
 - ii) in respect of any order made anywhere in the world to enforce, in whole or in part, any judgment award or settlement made within;
- the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada.

All other terms, conditions, exclusions and limitations set out in the **Policy** remain unchanged.

16. JRPLIAB080 - North America - Products Extension

- 1) Exclusion 1 i) to Section 3 – Products Liability is hereby deleted.
- 2) The Limit of Indemnity in respect of Section 3 – Products Liability is replaced with the following:

Limit of Indemnity

Our liability including Costs and Expenses for all sums payable in respect of the **Period of insurance** will not exceed the amount specified in the **Schedule** as the **Limit of Indemnity** for Section 3 including in respect of:

- i. any judgment, award or settlement made within; and
- ii) any order made anywhere in the world to enforce, either in whole or in part, a judgment, award or settlement made within,

the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada.

- 3) In respect of **Your** legal liability occurring anywhere in the United States of America or Canada, their territories, possessions, dependencies or protectorates, during the **Period of Insurance** which is caused by any **Products** supplied in or from the Territorial Limits after they have ceased to be in **Your** custody or control, despite the **Excess** stated in the **Schedule**, **We** will not **Indemnify You** for the first amount equal to **GBP 10,000** of any claim for loss or damage to **Property** and/or **Bodily Injury** arising out of one original cause.

- 4) General Exclusion - United States of America and Canada is replaced with the following:
United States of America and Canada

We will not **Indemnify You** against **Your** legal liability:

- a) in respect of any judgment award or settlement made within; or
- b) in respect of any order made anywhere in the world to enforce, in whole or in part, any judgment award or settlement made within;

the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada other than in respect of:

- i. liability arising out of temporary visits to:
 - (i) the United States of America or Canada; or
 - (ii) any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada;

in a non-manual labour capacity by **Your** directors or **Employees** normally resident in the **Territorial Limits** under sub-paragraph B of the Operative Clause to Section 2 – Public Liability or under Extension 4 – Overseas personal liability of the Extensions applicable to Section 2;

- ii. liability occurring anywhere in the United States of America or Canada, their territories, possessions, dependencies or protectorates, during the **Period of Insurance** and caused by any **Products** supplied in or from the **Territorial Limits** after they have ceased to be in **Your** custody or control in accordance with the Operative Clause to Section 3 – Products Liability.

- 5) “General Extension 1. Contractual liability” to this **Policy** is not applicable to liability under the Operative Clause to Section 3 – Products Liability occurring anywhere in the United States of America or Canada, their territories, possessions, dependencies or protectorates, during the **Period of Insurance** which is caused by any **Products** supplied in or from the **Territorial Limits** after they have ceased to be in **Your** custody or control.

All other terms, conditions, exclusions and limitations set out in the **Policy** remain unchanged.

CP4 - Daily Waste Condition

You must ensure that all combustible trade waste and refuse is removed from the **Building(s)** every day at the close of business otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded and cover under Section 10 will not operate

CP6 – External Smoking Condition

You must ensure that smoking is prohibited throughout the **Premises** except in specifically designated external areas, and suitable notices to this effect are displayed in prominent positions. **You** must also ensure that metal receptacles are provided for waste materials and are kept at least 2 metres from the **Building(s)** otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded and cover under Section 10 will not operate

CP9 - Frying and Cooking Equipment Condition

You must comply with requirements a – j below otherwise all **Damage** arising from or caused by the Defined Perils of fire and explosion will be excluded and cover under Section 10 will not operate.

You must ensure that:

- a) all frying and other cooking ranges, equipment, flues and exhaust ducting is kept securely fixed and free from contact with combustible materials;
- b) all extraction hoods, canopies, filters and grease traps are cleaned at least every 2 weeks;
- c) all extraction ducts are cleaned monthly and maintained and checked at least once every 6 months by a specialist contractor;
- d) the record of such cleaning and servicing of the extraction ducts is kept elsewhere other than at the **Premises** and will be made available for inspection at any time;
- e) frying equipment will be installed used and maintained in accordance with the manufacturer's instructions;
- f) multi-purpose fire extinguishers and at least one fire retardant blanket which conforms to the relevant British Standard suitable for extinguishing oil and fat fires is kept in close proximity to the working area of the range and maintained ready for use;
- g) frying ranges are not left unattended whilst in use;
- h) all naked flames (other than pilot lights) and all electrical elements are turned off when the kitchen(s) are closed;
- i) the frying range must hold levels of oil that will enable the safe operation of the equipment and activate thermostatic cut out devices; and
- j) if the equipment is fitted with thermostatic probes they will be used at all times when the equipment is in use.

CP19 - Roof Maintenance Condition

You must ensure that:

- i) any flat felted roof portion of the **Buildings** is inspected every two years by a qualified builder or property surveyor and any defects brought to light by that inspection are repaired; and
- ii) at commencement and throughout the currency of this insurance **You** must have documentation evidencing that such inspections and repairs described above have taken place,

otherwise all **Damage** arising from or caused by the Defined Peril of storm will be excluded.

Damage to Soft Ground Exclusion

It is noted that any liability arising out of any claim or loss directly or indirectly due to loss of or damage to any area of the venue is excluded under the policy. This includes, but it not limited to any lawns, ponds, lakes, driveways, footpaths, walls, gates, hedges, fences, trees, shrubs and plants as a direct or indirect result of adverse weather and/or footfall

Car Parking Exclusion

It is an important condition of the liability of the Insurers that all parking at any event will be on short cut grass or hardstanding and that at no time will the Insured make use of stubble/arable fields or other combustible substrate for the purpose of parking vehicles

Belligerent Acts Exclusion

It is noted that any liability arising out of or in connection with any aggression or belligerent acts is exclude dunder this policy