

<b>RETURN FORM TO</b>				appl/exhibit/3179	
<b>Accord Insurance Brokers</b>		<b>APPLICATION FORM</b>			
Albany Business Centre, Gardeners Street, Dunfermline, Fife, KY12 0RN.		<b>YOUR EVENT, OUR RISK</b>			
If we have completed this form using the information you have given to us, please check all the answers and fill in any relevant gaps. If information does not fit into a box – see “Additional Information” section at the end of the form. If you would like to proceed with the insurance please sign and date the declaration at the bottom of the form.					
<b>ABOUT YOU:</b> Name of The Insured:					
<b>CONTACT NAME</b>	Title:		First Name:		Surname:
<b>YOUR ADDRESS</b>					
Building :					
No & Road :					
District :					
Postal Town :					
County/State :					
Postcode :			Tel. :		
Country :			Fax. :		
E-mail :					
<b>REGULATION</b> For regulatory purposes please confirm are you:					
a business with an annual turnover below £ 1 million				<b>YES/NO</b>	
a private individual (a person acting outside your business, trade or profession)?				<b>YES/NO</b>	
<b>JURISDICTION</b>	This insurance is subject to English Law. If You require different jurisdiction please name country:				
<b>POLICY LANGUAGE</b>	If you are in a country where English is not the first language, do you agree to accept a policy document in English language?				<b>YES/NO</b>
<b>OVERSEAS ASSETS</b>	Do you have any assets in USA or Canada?				<b>YES/NO</b>
<b>CLAIMS HISTORY</b>					
Have you made any claims against this type of insurance in the last 5 years?				<b>YES/NO</b>	
If Yes, please give details:					
<b>OTHER INTERESTS</b>					
Does any other party have an interest in the budget or property for this event?				<b>YES/NO</b>	
If Yes, Who?					
Do You want them named as either Joint Insured or Loss Payee? <i>(note : this does not apply to the liability cover)</i>					
Joint Insured		<b>YES/NO</b>		Loss Payee <b>YES/NO</b>	

<b>ABOUT THE EVENT</b>	
Title of Event:	
Name of Event Organiser	
Your Set Up or First Departure Date	
Your Break-down or last return Date	
Show Open Date	
Show Closing Date	
Main Venue(s)	
City(ies)	
State(s)	
Country(ies)	

<b>COVER REQUIRED</b>	
<b>Cancellation/Disruption</b>	
<b>EXPENDITURE</b> Please state the projected total Expenditure by You in taking part in the Event – include stand rental, equipment hire, transport, travel and accommodation and all other expenses.	
Will any part of the exhibit be outside in the open or in marquees or temporary structure?	<b>YES/NO</b>
If Yes, please provide details:	
If so, do you require cover for Adverse Weather?	<b>YES/NO</b>
<b>Loss or Damage To Property</b>	
Please state full replacement value of property to be insured owned by you, or your responsibility	
Hired Property:	
State total hire charges of hired property	
Damage to Venue cover is included for a standard limit of £10,000	
<b>Is Public Liability Insurance required?</b>	<b>YES/NO</b>
Please select Public Liability Limit required :	
£ 1,000,000 :	
£ 2,000,000 :	
£ 5,000,000 :	
<b>Is Employer's Liability Cover required?</b>	<b>YES/NO</b>

See next page for declaration

**ACCEPTANCE OF QUOTATION & DECLARATION**

Signing this form will not commit you or the underwriters to complete the insurance, but if terms are agreed and you do proceed, then it is agreed that this proposal and information supplied with it by you or on your behalf shall form the basis of the contract and shall form part of the contract of insurance in respect of the event(s) shown

**I/WE DECLARE: Unless amended or stated above by Us/Me, I/We confirm**

1. that the cover detailed above is in accordance with my/our requirements and that this form is a statement of My/Our demands and needs in relation to the insurance of our exhibit.
2. **No part of the Exhibit is in the open or in a temporary structure or marquee**
3. There are **no known existing circumstances** at the time of arranging this insurance which might develop and give rise to a claim under any part of this insurance.
4. I/we have contracted to take exhibition space at the Event all preliminary arrangements to ensure satisfactory exhibit have been made
5. I/We have not suffered any loss or circumstances which might have given rise to a claim under this type of insurance in the last 5 years where the sum claimed exceeded £500
6. **I/We have not been convicted of any criminal offence** (other than minor driving offences not resulting in disqualification) in the last 5 years
7. **I/we have not been declared bankrupt** nor been involved in any company or business which has gone into liquidation, receivership or come to an arrangement with creditors in the last 5 years
8. **No insurer has declined** nor imposed any special terms on any exhibitor type insurance
9. The Property to be insured under this insurance is My/Our Property or for which I/we are legally liable and it is all in **a good state of repair and condition and the Values stated represent the full replacement cost of property being taken to the Event and where relevant the full cost of hire for hired equipment**
10. All the information contained in this Proposal or in documents supplied in support of the Proposal by Me/Us or on my/Our behalf is to the best of my/our knowledge after enquiry true and complete and I/We have disclosed all material facts. A material fact is information which might affect the underwriters' decision whether or not accept a risk and at what terms.
11. I/We have read the Main Exclusions in the Summary of Cover provided
12. I/We have read the Initial Disclosure and Terms of Business Document for this insurance

Are you able to confirm the declaration above?

**YES/NO**

**If you are in any doubt about what constitutes a material fact you should ask Us. Please note that any misleading statement or non disclosure of material information may invalidate the insurance. If you have any doubts about how to answer a question, please ask us. No cover is in place until confirmed by Us in writing.**

SIGNED:

NAME/POSITION

ON BEHALF OF

DATE

**ADDITIONAL INFORMATION OR SPECIAL DEMANDS AND NEEDS**

## SUMMARY OF COVER

### CANCELLATION & DISRUPTION INSURANCE

#### Operation of Cover:

- pays for loss you suffer as the result of
  - Disruption to the Event or
  - Affecting Your ability to exhibit at the Event as planned

due to any Cause beyond the control of you, your Organiser or the sponsors or financial backers. If you are organising the event for another party, then the insurance does not cover any Cause which is within the control of that party.

**Disruption** is defined as the necessary and unavoidable cancellation, abandonment, postponement, relocation or other substantial deviation from the pre planned form of the Event

Cover is provided for the following financial losses:

- Lost Expenditure
- Cost of Advising those who need to know
- Costs of Minimising Disruption (£ for £)
- Failure to Vacate Penalties
- Other additional expenses incurred resulting from the Disruption
- Cost of calculating the claim

Less any savings made

#### Additional Features (other providers do not usually include these)

- **Free Terrorism cover is included** (unless we tell you otherwise). The free cover depends on where you are based, and where the event is being held:
  - **If you are based in England, Scotland or Wales and the Event is in England Scotland or Wales:**
    - cover is included **free of charge** for events with a total Revenue or Expenditure sum insured **up to £ 500,000** in respect of Terrorist Attack occurring **within England, Scotland or Wales at any time during the Period of Insurance. Cover includes terrorism involving chemical, nuclear or biological weapons**, provided the act is Certified as a Terrorist Act by HM Treasury. "Cyber Terrorism" is excluded.
    - **it is a condition of this cover that you must insure your general business property (buildings, business equipment and machinery, contents, stock etc) against terrorism damage with an insurer which is a member of Pool Re. If you do not meet this condition, then this extension does not apply.** We can supply a list of Pool Re member companies on request or it can be viewed at [www.poolre.co.uk](http://www.poolre.co.uk)
  - **If you are based in England, Scotland or Wales and the Event is outside England, Scotland or Wales:**
    - for events within Northern Ireland, any other EU Country, Iceland, Monaco, Norway and Switzerland cover is included **free of charge up to £500,000** in respect of Terrorist Attack occurring **at the Venue at any time during the Period of Insurance. It also covers Terrorist Attack (other than at the Venue) within 30 days of the opening of the Event and within 25 miles of the Event.** The condition precedent does not apply, but cover does not include the use of chemical, nuclear or biological weapons
  - **If you are based outside the England, Scotland or Wales:**
    - for Events within UK (including Channel Islands and the Isle of Man) , any other EU Country, Iceland, Monaco, Norway and Switzerland cover is included **free of charge up to £ 500,000** in respect of Terrorist Attack occurring **at the Venue at any time during the Period of Insurance. It also covers Terrorist Attack (other than at the Venue) within 30 days of the opening of the Event and within 25 miles of the Event.** The condition precedent does not apply, but cover does not include the use of chemical, nuclear or biological weapons
  - **Wider cover is available.**
  - **We charge a separate premium for terrorism cover on events above £500,000.**
- **National mourning cover is included** for events within Europe where the death or funeral occurs in that country and coincides with the dates of the event
- **Travel Delay Expenses** - additional expenses incurred by You to provide sustenance, travel and accommodation together with other reasonable out of pocket expenses arising from Travel Delay affecting the Participants in your exhibit. Defined benefits payable after 4 or 8 hours delay
- **Enforced Extended Stay Expenses** - pays the hotel bill and other costs which arise from such an enforced extended stay by Participants in your exhibit.

## **Main Exclusions from Cancellation/Disruption cover:**

**The following are excluded, but cover may be available subject to individual underwriting for each event:**

- War, Civil War, & Similar Risks
- Terrorism (other than the free cover detailed above), or the threat or fear of terrorism
- Outbreaks of Communicable Diseases leading to quarantine or travel restrictions
- Swine Flu or any variation or mutation of Swine Flu
- Failure or non availability of means of teleconferencing or similar data communication links
- Adverse Weather affecting events in the open or in temporary structures
- Existing Strikes or Labour Disputes if the insurance starts less than 90 days before the commencement of the event
- National mourning outside Europe, or within Europe unless the death or funereal takes place during the event
- The inability of any individual person to attend the event (a "non appearance" risk)

## **The following risks cannot be insured under this insurance**

- customs seizure resulting from the handling of contraband or illicit trade which is with your knowledge
- nuclear risks + chemical and biological weapons
- financial or trading risks - such as financial default or failure, lack of support, finance or interest
- any circumstance which may give rise to a loss which exist at the time of taking out the insurance

## **LOSS OF OR DAMAGE TO PROPERTY**

**Covers:** "all risks" of physical loss or damage unless otherwise excluded to:

- Your Own & Hired Property: All property which belongs to You or for which you are responsible including items temporarily hired to You for the purposes of loading, unloading, setting up or taking down the exhibit at the Event, whilst at or in direct transit (including necessary temporary storage) to or from the Event up to the Sum Insured shown in the Cover Details.
- Damage to the Shell and Venue: Property of the Venue provided for Your use by the owners or managers for the staging of Your exhibit at the Event up to £10,000 (standard limit).

## **Other Features and extensions**

- Covers cost of repair or replacement provided you insure the full value (otherwise claims are dealt with on current value only)
- Includes cover for loss of hire charges in hired in equipment up to 25% of the sum insured
- Damage by Terrorism is automatically included. However, if You and the Event are both in England, Scotland or Wales, then the terrorism cover only applies if you insure all your other real and material property with a member of Pool Re Ltd, and such cover must include terrorism. If you do not, the terrorism cover under this section is void.

## **Significant Exclusions from Loss or Damage to Property Cover:**

- Data, money
- Aircraft, watercraft or vehicles except as static display items
- Damage to soft ground
- Livestock, bloodstock, plants trees, marquees
- Jewellery, precious metals or watches valued individually at more than £100
- Mechanical breakdown or failure
- Mysterious disappearance
- Theft of portable electronic equipment left unattended at the venue
- Theft of property in transit left in an unattended vehicle between sunset and sunrise unless in a locked garage or compound, and at other times unless the vehicle is locked and all alarms and security devices are activated
- Theft or weather damage to property in the open
- Consequential loss or loss of use
- Please note that Event Assured Exhibitor Express is not suitable for insuring art, antiques, collectables or similar property for which a valuation would normally be required to prove value.

## EXHIBITOR LIABILITY INSURANCE

### Cover is provided for

- compensation and claimant's costs and expenses, and
- legal costs and expenses You pay with Our written permission in connection with defending any claim

plus

all costs incurred with Our written consent for representation of You in any proceedings in a Court or similar forum arising out of any death or alleged breach of statutory duty

### Employers Liability

- This covers your legal liability for death injury or disease suffered by any Employee in connection with your participation in the event. The term Employee includes any person under a formal or casual contract to work for You, including any
  - temporary employees (paid or unpaid)
  - Labour master or labour only sub-contractor or person supplied or employed by them
  - Self-employed person
  - Person hired to or borrowed by You
  - Person undertaking study or work experience or youth training scheme
  - Voluntary or unpaid persons

while working for You in connection with Your participation in the Event and employed from within the European Union, Channel Islands, Iceland, Monaco, Norway or Switzerland

- You should check local legislation to see whether You are required to arrange insurance locally in the country where the people are employed.

### Public Liability

- This covers your legal liability to third parties for accidental bodily injury or loss of or damage to property arising out of your participation in the Event. This includes:
  - Food and drink supplied at the Event
  - false arrest or imprisonment,
  - accidental obstruction, trespass, nuisance, interference with any rights of way, air or water.

Which occurs during the Period of Insurance and arising out of your participation in the Event

### Other Features of The Liability Cover

- Indemnity to Directors and Employees
- If you are an Association, Club or Committee, cover for your officers and members for the time being in connection with the Event
- Indemnity to Principals
- Indemnity to Venue owners or operators and to the exhibition organisers
- Cross Liabilities
- Court Attendance Expenses
- Data Protection Act 1984 cover
- Overseas Contingent Employers Liability (outside Europe)
- Contingent Liability (Non Owned Vehicles)
- Sudden & Unintended Pollution
- Health & Safety at Work Act Legal Defence Costs
- Consumer Protection Act Legal Defence Costs
- Manslaughter and Corporate Homicide Legal Defence Costs up to £1m.

### Main Exclusions From Liability Cover:

- Any legal action in USA or Canada
- Fines and penalties
- Libel, slander, defamation
- Employment disputes
- Terrorism or asbestos (except Employer's Liability minimum legal requirement in UK)

### Exclusions Under Employer's Liability

- Sums payable under Workmen's Compensation, Social Security or Health legislation
- where the Employee (other than a driver) is carried in or on a vehicle or is getting in or out of a vehicle where such Injury arises from the operation of the vehicle by You within road traffic laws requiring compulsory insurance or security.
- Any person employed from outside the European Union, Channel Islands, Iceland, Monaco, Norway or Switzerland

## Exclusions Under Public Liability

- the ownership, possession, use or operation of mechanically propelled vehicles, aircraft, watercraft nor work done on or in such vehicles, vessels or craft other than:
  - where they are used or operated as part of a display or exhibition,
  - demonstration, installation or dismantling within the Event site including official approved loading and unloading areas,provided always that these are circumstances where no compulsory insurance is required by law.
- Products other than food and drink supplied at the Event
- The use or application of any cosmetics, therapy or treatment
- Actual or alleged sexual molestation, physical or mental abuse, assault or battery
- the use or provision of any bouncy castles, inflatable, slides or rides (mechanical or otherwise) except where such are provided by bona fide contractors who have provided You with evidence of current public liability insurance which covers the activity, and which indemnifies You as principal.
- Pollution or contamination except that due to an identifiable accident which happens during the Period of Insurance.
- liability assumed under contract which would not have attached in the absence of such contract unless We have conduct and control of any claim
- payment of liquidated damages or under any penalty clause
- The first £ 250 of property damage other than the Venue
- Caused by Asbestos
- Caused by Terrorism
- Caused by communicable diseases which lead to quarantine or restriction in movement of people or animals or the issue of travel advisory warnings
- In respect of damage to the venue – the first £ 250 each loss or if Damage to Venue cover is included the property damage, the sum insured under that section
- Property Damage caused by deliberate acts with disregard to the consequences or as the result of the application of tools or work being done on property or the Venue
- Property Damage to property belonging to or occupied by You or in Your care, custody or control other than
  - the personal effects of Employees or visitors to the Event,
  - Venues
- Damage to soft ground

## GENERAL POLICY EXCLUSIONS

- Nuclear risks ( except where Terrorism cover applies in England, Scotland or Wales, as this includes nuclear, chemical and biological weapons – see section on Terrorism above)
- War and Allied Risks

## Material Facts and Pre-existing Conditions

Please note that if when taking out event insurance you are aware of any circumstances or information which may increase the risk of a claim, you should advise us so that this may be disclosed to the Underwriters. This will not necessarily affect the terms quoted, but failure to do so may invalidate the insurance and prevent you from making a claim.