

Property damage

Policy wording

Please read the schedule to see if loss or damage to the property described in this section is covered.

The General terms and conditions and the following terms and conditions all apply to this section.

What is covered

We will insure the following property against physical loss or physical damage occurring during the **period of insurance**:

- | | |
|---------------------|--|
| Event property | 1. staging, rigging, trusses, seating, fencing, signage, sales stock, materials and work in progress which will become part of sales stock, stationery and other event property described in the schedule which belongs to you or for which you are legally liable whilst at the insured event or whilst in the course of transit within the geographical limits shown in your schedule. |
| Venue property | 2. buildings, fixed machinery and plant, equipment used for loading and unloading during the build-up or breakdown of the insured event , fixtures and fittings at the venue all of which you are legally liable for whilst at the insured event . |
| Technical equipment | 3. technical equipment whilst at the insured event or whilst in the course of transit within the geographical limits shown in your schedule. |

Continuing hire charges

We will also insure the continuing hire charges for equipment hired in by **you** whilst such equipment is being repaired or replaced as a direct result of physical loss or physical damage occurring during the **period of insurance**. **We** will only provide this cover if:

1. **you** are legally liable for such costs under a written contract; and
2. **we** have made payment or admitted liability for such physical loss or physical damage.

How much we will pay

We will pay up to the **sum insured** shown in the schedule unless limited below.

- | | |
|----------------|--|
| Event property | <ol style="list-style-type: none"> 1. At our option we will, for items which have been: <ol style="list-style-type: none"> a. lost or destroyed, pay: <ol style="list-style-type: none"> i. the replacement cost of insured property, other than technical equipment, using new materials of like kind and quality. If the insured property is not replaced we will only pay the actual cash value of such property at the time of loss taking into account the age and condition of the lost or destroyed item; ii. the market value of technical equipment taking into account the age and condition of the lost or destroyed item. b. damaged, pay the cost to repair the damaged item to a condition substantially the same as but not better or more extensive than its condition when new, subject to the repairs actually being carried out. If repairs are not carried out we will only pay the market value of such property at the time of loss taking into account the age and condition of the damaged item. In no event will we pay more than the replacement cost of the damaged item. 2. For your liability to pay continuing hire charges we will pay up to 25% of the trade market value of the lost or damaged item or up to £100,000, whichever is less. |
|----------------|--|

All amounts will be calculated at the time of loss, and in no event will **we** be liable for more than the **sum insured**.

You should check the schedule to see if this section is subject to a **deductible**.

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Property excluded

This **policy** does not cover:

1. property once it has been sold by **you**.
2. property leased, hired or rented by **you** to others after it passes out of **your** legal ownership or control.
3. buildings owned or normally occupied by **you**.
4. machinery, plant, fixtures and fittings or other property forming part of the **venue** location where **you** act as both venue owner or manager and organiser of the **insured event**.
5. watercraft, aircraft or vehicles licensed for use on any public road other than on static display while at the **insured event**.
6. clothing, personal property, jewellery, watches, precious metals or stones, furs, money, securities, deeds, evidence of debt or other valuable paper.
7. any form of data.
8. computers, laptops, tablets, LCD, LED or plasma screens, cameras, projectors or portable communications equipment unless **your** schedule includes cover for **technical equipment**.
9. lighting elements and lamps forming part of **technical equipment** unless:
 - a. **your** schedule includes cover for **technical equipment**; and
 - b. such property is in place and forming part of an item of **technical equipment**.
10. marquees or temporary structures unless **your** schedule includes cover for such property.
11. plants, trees, animals and living things of all types.

What is not covered

This **policy** does not cover:

1. loss or damage caused by or resulting from:
 - a. natural ageing, wear and tear, gradual deterioration, inherent defect, faulty or defective workmanship or design, rust or oxidation, wet rot, dry rot or mould, spoilage, decay or decomposition, moths, insects or vermin, scratching, warping or shrinkage;
 - b. repair, cleaning, maintenance, restoration or any similar process;
 - c. aridity, humidity, exposure to light or extremes of temperature unless such loss or damage is caused by storm, frost or fire;
 - d. rain, sleet, snow, frost, hail, flood or wind to moveable property in the open. If event property is included in **your** schedule this exclusion does not apply to:
 - i. marquees, tents and portable structures;
 - ii. property which has been designed to be used in the open or has otherwise been protected against the intrusion of water and damage by storm or flood;
2. mysterious disappearance or unexplained loss, including theft by any employee or sub-contractor of **yours**.
3. loss arising from a deliberate or reckless act or omission by **you** or **your** employees or agents.
4. theft or dishonesty committed by or in collusion with any principal, shareholder (beneficial or otherwise), partner, director or other officer or any employee of **yours** unless such theft by **your** employees is discovered within seven days of its occurrence.
5. theft or dishonesty committed by any person to whom insured property is entrusted or loaned other than while in the custody of a common carrier.
6. electrical or mechanical fault or breakdown.
7. loss of income, loss of use, depreciation, reduction in functionality or increased cost of working or any other indirect losses which result from the incident which caused **you** to claim. This exclusion does not apply to continuing hire charges if insured by this **policy**.

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8. loss or damage directly or indirectly caused by, happening through or in consequence of any act of **terrorism** including any threat or fear of an act of **terrorism** (whether actual or perceived).

This **policy** also excludes loss 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**.
9. filming or sound recording equipment being used in or for any hazardous activity. Hazardous activities include but are not limited to activities:
 - a. at speeds exceeding 10mph;
 - b. in or on water;
 - c. taking place more than five metres above the group.
10. any loss or damage directly or indirectly caused by, contributed to by, resulting from or in connection with any communicable disease or the fear or threat of any communicable disease.

Your obligations

Transit

You must ensure that all insured property is adequately packed and secured given the nature of the item and how it is transported. If **you** make a claim under this insurance and **we** determine that the loss or damage that has resulted in a claim has been caused or adversely impacted directly by **your** failure to comply with **your** obligations under this condition, **we** may refuse to pay **your** claim or reduce any payment **we** make for the claim by an amount equal to the detriment **we** have suffered as a result.

Unattended vehicles

While any insured property is left in an unattended vehicle **you** must ensure that **you** fulfil all of the obligations set out below.

1. All doors, windows and other openings are securely closed and locked.
2. Any alarm fitted to the vehicle is activated.
3. All insured property is concealed from view wherever possible.
4. If the unattended vehicle is left between sunset and sunrise the vehicle must be kept in:
 - a. an enclosed building which is securely locked; or
 - b. a secured compound.

If **you** make a claim under this insurance and **we** determine that the loss or damage that has resulted in a claim has been caused or adversely impacted directly by **your** failure to comply with **your** obligations under this condition, **we** may refuse to pay **your** claim or reduce any payment **we** make for the claim by an amount equal to the detriment **we** have suffered as a result.

Under insurance

If, at the time of damage, **we** establish that the **sum insured** does not represent the amount it would cost to reinstate the insured property, or if applicable, the contractual value of the insured property, **we** will reduce the amount **we** pay for any claim or loss in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared the actual cost of reinstatement, or if applicable, the contractual value of the insured property.

We will only apply this calculation if **we** establish that **your** failure to declare the actual reinstatement cost, or if applicable, the actual contractual value of the insured property was not deliberate or reckless and was a breach of **your** obligation to:

- a. make a fair presentation of the risk to **us** before the start of the **period of insurance**; or
- b. notify **us** of a change of circumstances in relation to the reinstatement cost of the insured property, or if applicable, the actual contractual value of the insured property, which may materially affect the **policy**; or
- c. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the reinstatement cost of the insured property, or if applicable, the contractual value of the insured property, which may materially affect the **policy**.



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This remedy may apply in addition to General Conditions 2. b.ii. and 4. b. ii. If **your** failure to declare the actual reinstatement cost, or if applicable, the actual contractual value of the insured property was deliberate or reckless, the remedy under General Conditions 2.a. or 4.a. will apply.

**Special definitions
for this section**

Technical equipment

Computers, laptops, tablets, cameras, camera equipment, projectors, sound and lighting equipment, audio visual display, LCD, LED or plasma screens, production and processing equipment, portable electrical equipment, portable communications equipment, mechanical effects equipment, grip equipment and any other equipment described in the schedule, all as declared to and agreed by **us**, which belong to **you** or for which **you** are legally liable.

Technical equipment does not include:

1. negatives, videotape or audiotape;
2. props, sets or wardrobe.