

Property Damage

Policy wording

This section is subject to the general terms and conditions and to the extra terms and conditions appearing below.

What is covered

This insurance covers the following property against physical loss or physical damage occurring during the **period of insurance**:

- The 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 directly to and from the insured event.
- Buildings, fixed machinery and plant, equipment used for loading and unloading during the build up or breakdown of the insured event and fixtures and fittings at the venue, all of which you are legally liable for whilst at the insured event.

Property excluded

This insurance does not cover:

- 1. property once it has been sold by you.
- 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.
- watercraft, aircraft or vehicles licensed for use on any public road other than on static display while at the insured event.
- clothing, personal property, precious metals or stones, furs, money, securities, deeds, evidence of debt or other valuable paper. This exclusion does not apply to any clothing being exhibited at the **insured event** with a market value of less than £50.
- jewellery or watches. This exclusion does not apply to any watch or single item of jewellery with a market value of less than £50 being exhibited at the insured event.
- 7. any form of data.

In addition, this insurance does not cover, unless specifically agreed by ${\bf us}$ and shown in the schedule:

- computers, plasma screens, cameras, projectors or portable communications equipment.
- 9. animal and living things of all types.
- 10. plants.
- 11. marquees or temporary structures.

What is not covered

This insurance does not cover:

- loss or damage caused by or resulting from:
 - natural ageing, wear and tear, gradual deterioration, inherent defect, 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;
 - aridity, humidity, exposure to light or extremes of temperature unless such loss or damage is caused by fire.
- 2. loss or damage from, in or on a vehicle left unattended unless the vehicle is locked and alarmed and if left overnight, kept in a secured compound.
- 3. mysterious disappearance or unexplained loss.
- loss arising from a deliberate or reckless act or omission by you or your employees or agents.
- 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**, or any person to
 whom insured property is entrusted or loaned other than while in the custody of a common
 carrier.



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- electrical or mechanical fault or breakdown.
- 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
- loss or damage directly or indirectly caused by, happening through or in consequence of any act of **terrorism** including any fear or threat thereof (whether actual or perceived).

This insurance 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**.

If **we** allege that by reason of this exclusion any loss is not covered by this insurance the burden of proving the contrary shall be upon **you**.

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

- loss or damage caused by exposure to weather conditions where the property insured is left in the open or not contained in buildings which are on permanent foundations and capable of secure storage.
- 10. loss or damage caused by theft where the property insured is left unattended or left in the open away from **your** stand or space.
- loss or damage caused by cessation, fluctuation or variation in, or insufficiency of water, gas or electric supplies.

Conditions

Under insurance

If, at the time that any insured property is lost or damaged, the total replacement cost value of all insured property at the **insured event** is greater than the replacement cost value declared to **us** for that **insured event**, then **you** shall only be entitled to recover such proportion of the loss or damage as the value declared to **us** bears to the total replacement cost value of all insured property at that **insured event**.

Basis of settlement

The basis upon which an insured claim will be settled is as follows:

For items which have been:

- a. lost or destroyed, we will pay the replacement cost 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.
- b. damaged, we will pay the cost of repairing 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 actual cash 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.

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

This section is subject to the deductibles shown in the schedule.