

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

You should check the schedule to see whether public liability and employers' liability are both covered under this section.

What is covered

Your liability to your employees	We will indemnify you, up to the sum insured, against any claim for damages which you may legally have to pay for an accident which causes bodily injury to the employee(s) you employ to work for you at the insured event. The accident must happen during the period of insurance and arise from the work the employee(s) is employed to do for you at the insured event. The amount we pay will include your defence costs. A series of claims due to one accident will be treated as one claim. We will pay your defence costs incurred in any civil proceedings alleging breach of an employer's statutory duty resulting in bodily injury which may lead to a claim covered under this section. We will not pay more than the sum insured for the total of such defence costs and any related claim and defence costs.
Your liability to others	We will indemnify you, up to the sum insured, against any claim for damages which you may legally have to pay as compensation in respect of claims made against you for bodily injury or damage to property arising out of accidents occurring during the period of insurance in the course of and at the insured event. The amount we pay will include your defence costs. A series of claims due to one accident will be treated as one claim.
Criminal defence	If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim covered under this section, we will pay your defence costs. The most we will pay for such costs is the amount shown in the schedule.
Sum insured	We will pay up to the sum insured for all claims made against you which arise from the same accident. The defence costs and costs to defend a criminal action referred to in the previous paragraphs will form part of and will not be in addition to the sum insured.
Full payment	At any stage we can pay you the sum insured or what remains from that amount after any earlier payment. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for those claims or their defence costs.
Employers' liability compulsory insurance	We agree to provide indemnity against the sums you have paid in compensation in accordance with the provisions of any law relating to compulsory insurance of liability to employees but you must repay to us all sums we have paid which we would not have been liable to pay under the terms of this insurance but for the provisions of such law.

What is not covered

- A. This insurance does not provide any indemnity nor will it pay any costs in respect of any actual or alleged liability arising directly or indirectly out of:
1. any **insured event** held or due to be held in the United States of America or Canada
 2.
 - a. loss of or **damage to property** owned by **you**;
 - b. **damage to property** in **your** care custody or control or the custody of any person under contract of service with **you**, other than buildings, machinery, plant, fixtures and fittings for which **you** are legally liable while at the **insured event**;
 - c. transmission of any communicable disease;
 - d. **bodily injury** or illness arising out of or directly or indirectly contributed to by Human Immune Deficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or any related virus, complex or syndrome or any sexually transmitted disease;
 - e. goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by **you** other than food and drink supplied in the course of the **insured event** and then only up to the **sum insured**;

- f. the ownership, occupation, possession or use of any building not situate at the premises shown in the schedule;
 - g. the ownership, possession or use of any aircraft or other aerial device, hovercraft, watercraft, or any mechanically propelled vehicles and their trailers. This exclusion shall not apply to watercraft or mechanically propelled vehicles which are contained within the confines of the **venue** location for the purposes of display, exhibition or demonstration;
 - h. the ownership, possession or use of any:
 - i. mechanically driven ride;
 - ii. inflatable play equipment including but not limited to bouncy castles, slides or rides;
 - iii. fireworks, bonfires, pyrotechnics, sparklers or any airborne lantern (also known as sky lantern, sky candle or wish lantern).
 - i. the ownership, possession or use of any animal;
 - j. any contract unless **you** would have been liable by law if the contract had not existed;
 - k. wrongful specification or professional advice by **you** where rendered to a third party for a fee.
3. circumstances of which **you** were aware or ought objectively to have been aware before the **period of insurance**.
4. as regards **your** liability to any **employee**:
- a. any **insured event** held outside of Europe;
 - b. the erection, installation or dismantling of any stand or exhibition that exceeds three metres in height unless agreed by **us**.
5. pollution or contamination unless **you** can prove that:
- a. the pollution or contamination is caused by a sudden, identifiable, unintended and unexpected discharge immediately following an accident occurring during the **period of insurance**; and
 - b. the accident is discovered by **you** within 72 hours after the start of the accident and reported to **us** in writing no more than 30 days later; and
 - c. the accident did not result from **your** intentional and wilful violation of any statute, rule, ordinance or regulation.
- However, this insurance does not cover:
- i. the cost of evaluating, monitoring or controlling any seeping, polluting or contaminating substances;
 - ii. the cost of removing, nullifying or cleaning up any such substances in, on or under property owned, leased, rented, occupied or operated by **you** or for which **you** are responsible;
 - iii. the cost of abating or investigating any threat of seepage, pollution or contamination;
 - iv. **your** liability, or the cost of complying with any obligations, under any statute, rule, ordinance or regulation.
- We** will indemnify **you** up to the **sum insured** for any such claim including **defence costs**, but **we** will not pay more than the amount shown in the schedule for the total of all **defence costs** arising from claims for pollution or contamination and covered in the **period of insurance**.
- 6. any act or omission **you**, or any employee or agent of **yours**, deliberately or recklessly commit, condone or ignore.
 - 7. transmission of a **computer virus**.
 - 8. death or **bodily injury** resulting from the use or application of any treatment, therapy or cosmetic other than water based face paint used in the course of the **insured event**.
 - 9. any actual or alleged sexual molestation, corporal punishment, physical or mental abuse, assault or battery or any act or omission in respect of the prevention or suppression of such sexual molestation, corporal punishment, physical or mental abuse, assault or battery.

10. a refusal or failure to employ, promote or fairly compensate any person, or from supervision or failure to supervise, coercion, reassignment, discipline, defamation, harassment, intimidation, creation of a hostile work environment, humiliation or discrimination of any person.
 11. any act, error or omission in respect of the provision of employee benefits of any kind by **you**.
 12. any act of **terrorism** including any threat or fear of an act of **terrorism** (whether actual or perceived) other than under the Employers' liability cover for which a reduced limit of cover applies as stated on the schedule.

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 or a reduced limit of cover applies under the Employers' liability cover 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
 13. any workers compensation or similar legislation
 14. any **bodily injury** to any **employee** while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where **you** are entitled to indemnity from any other source
 15. the ownership, possession or use of fireworks or sparklers.
- B. This insurance does not cover:
1. any amount which **you** are legally liable to pay following any judgment or award given or made outside the courts of the country shown in the schedule. This exclusion also applies to the enforcement of any such award or judgment in any of the courts of such countries.
 2. fines, penalties or punitive or exemplary damages.

Definitions

Bodily injury	Death or any bodily or mental injury or disease of any person.
Computer virus	A piece of executable code not written or owned by you which is introduced without your authorisation or knowledge and propagates itself through your computer system or network.
Defence costs	Reasonable costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Employee	Any person working for you in connection with your business who is: a. employed by you under a contract of service or apprenticeship; b. hired to or borrowed by you; c. self-employed and working on a labour only basis under your control or supervision; d. engaged by labour only sub-contractors; e. a labour master or a person supplied by him; f. engaged under a work experience or training scheme; g. a voluntary helper.
Damage to property	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.