Event Liability Insurance

Terms and Conditions

EVENT LIABILITY INSURANCE

Contents

Important notice

Non-standard policy

This policy wording has been designed based on our standard wording. It may contain provisions that are unusual or different from other liability policies. You should carefully read the entire policy to ensure that you are familiar with the product terms and conditions.

1. Operative clause

The written proposal, submitted details and statements making up your risk profile will form the basis of this insurance policy. We will indemnify you in accordance with these terms, exclusions, conditions and limitations set out here and stated in your policy schedule. Please ensure that you familiarise yourself with the contents of all these documents and that all the details noted in your schedule are correct in every respect.

We will cover you against your legal liability to pay compensation (including claimants' costs, fees and expenses) related to third-party injury and/or damage within the territorial limits shown in your schedule.

This cover only applies to claims made against you and in relation to your business during your period of insurance with us, or after the retroactive dates shown in your schedule.

2. Definitions

To determine the indemnity granted, the following terms will have the same meaning as defined wherever used in this policy.

2.1. Proposal

A written/verbal proposal(s)made by you, or on your behalf, to us for the insurance contained in this policy or any coverage section thereof. This includes any statements, declarations, warranties or information shared with us. The proposal will be interpreted as forming part of the policy or relevant coverage section/s.

2.2. Defence costs

Reasonable costs and expenses incurred by you, with our prior consent, in the investigation, defence or settlement of any claim made or that might be made against you, including:

- 2.2.1. the investigation of any circumstances of which you became aware that might reasonably be expected to result in a claim being made against you; or
- 2.2.2. representation at any inquest, inquiry or other proceedings in respect of matters directly related to such claim.

These terms apply where such claims are indemnifiable under this policy.

2.3. Injury

Any death, bodily injury, illness or disease, mental injury of or to any person occurring in the course of or in connection with your business, while you are insured with us.

2.4. Damage

Loss of possession or control of, or physical damage to tangible property, or interference with servitude, or right of access or other infringement of real personal rights to the use of property.

2.5. Damages

The amount that you are legally liable to pay to a third party as a result of your negligent act.

2.6. Pollution

The emission, discharge, dispersal, disposal, seepage, release or escape of any liquid, solid, gaseous or thermal irritant, contaminant or pollution into or upon the land, the atmosphere or any watercourse or body of water or the generation of smells, noises, vibration, light, electricity, radiation, changes in temperature or any other sensory phenomena, excluding fire or explosion.

2.7. Product

Any tangible property after it has left your custody or control, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by you or on your behalf. This excludes food and drink supplied by you or on your behalf to your employees as a staff benefit.

2.8. Retroactive date

The retroactive date is the date from which insurance cover begins.

2.9. We/our/us/Insurer

The Insurer named in the schedule to this policy.

2.10. You/your/Insured

The person(s) or company named in the schedule to this policy.

3. Limit of indemnity

Our liability to pay compensation, including other parties' costs, fees and expenses, and defence costs will not exceed the limits stated in your schedule for any one event or series of events with one original source or cause and/or, where stated, the combined amount per section or extension.

Should any one originating cause result in a claim or series of claims that fall under more than one section or extension of this policy, each section or extension will apply separately and be subject to its own separate limits. The amount will be limited to the total liability limit under any one of the sections as stated in your schedule.

Should you be held accountable to the tax authorities for Value Added Tax in respect of any payment in terms of this policy, we will include this amount in the final settlement of any claim under this policy in addition to the cover amount. The excess is not subject to Value Added Tax unless the applicable legislation specifically provides otherwise.

4. Defence costs

We will pay all costs, fees and expenses incurred with our prior consent in the investigation, defence or settlement of any claim made against you. We will also cover the costs of representation at any investigation, inquiry or other proceedings in respect of matters that have a direct significance to any claim made or that might be made against you, provided such a claim or claims is/are valid, subject always to the limit of indemnity stated in the schedule.

5. Indemnity to others

We will indemnify:

5.1. other parties if they have entered into an agreement with you for any purpose of your business, but only to the extent required by such an agreement to grant such an indemnity and always subject to clauses **8.4** and **8.8**;

5.2. your officials in their business capacity arising out of your business performance, or in their private capacity arising out of their temporary engagement as employees;

5.3. the officers, committee and members of your canteen, sports, social, medical, firefighting and welfare organisations in their respective capacities; and

5.4. the personal representatives of the estate of any person who would otherwise be indemnified by your policy, but only in respect of legal liability incurred by such person, indemnified by reason of the **Indemnity to others clause**, in respect of legal liability incurred by such person.

These terms apply where all such persons or parties will observe, fulfil and be subject to the terms, conditions and exclusions of this policy as though they were the insured.

6. Cross liabilities

Each person or party insured under this policy will be separately indemnified in respect of claims made against any of them by any other such person or party, subject to the total liability of this policy not exceeding the stated limits of indemnity (as indicated in the policy schedule).

Coverage section A - Public liability

Coverage section A - Indemnity

You will be indemnified under this section for damages resulting from accidental death, bodily injury or illness of any person, or accidental loss or physical damage to any tangible property not belonging to you, occurring during the course of or in connection with your event. This does not apply to claims for and/or arising from:

- pollution, other than sudden and accidental pollution;
- any product;
- negligent advice; and/or
- pyrotechnics.

Coverage section B - Products liability

Coverage section B - Indemnity

We will indemnify you if you are held legally liable by a third party for death, injuries or damage to property, that was caused by, though, or in connection with goods or products (including containers and labels) sold or supplied by you in relation to your business, anywhere other than on your business premises as noted in the schedule. This section will not indemnify you in respect of claims for and/or arising from:

- Damage to products

  legal liability for damage to any product or part thereof;

- Product inefficacy

  inefficacy of such work, or because the work did not produce the anticipated or claimed result;

- Product guarantee/warranty

  legal liability for costs incurred in the repair, reconditioning, modification or replacement of any product or part thereof, and/or any economic loss related to the necessity for such repair, reconditioning, modification or replacement;

- Recall

  legal liability arising directly or indirectly out of the recall of any product or part thereof; and

- Aviation products

  legal liability arising directly or indirectly from any product or part thereof, that you knew or ought to know is intended to be incorporated into the structure, machinery electrical components, electronics or controls of any aircraft or spacecraft.

Optional extensions

The following extensions apply only if so stated in the schedule and, unless specifically varied herein:

- shall be subject to the relevant limits of indemnity and excesses stated in the schedule to apply to the extensions; and
- are otherwise subject to the terms, exclusions, conditions and limitations of the Insurance.

These terms always apply provided that our total liability is not increased beyond that which would have applied in the absence of such extensions:

Statutory defence costs:

Subject to the terms and conditions of **Section A**, we will indemnify you, or any director or employee of yours, against legal costs, fees and expenses incurred with our consent in the defence of any criminal action brought against you or any of the aforementioned parties. This will apply to:

- the alleged contravention of any statute governing the conduct of the business (other than any statutes governing the ownership, possession, use or licensing of motor vehicles;
- the relevant labour laws as promulgated in the Republic of South Africa from time to time; or

- the Companies Act No. 71 of 2008 (as amended from time to time), and as read in conjunction with the Criminal Procedure Act No. 56 of 1955 (as amended from time to time).

These terms always apply provided that:

- no indemnity shall be granted for fines or penalties imposed as a consequence of any criminal act; and
- in the case of an appeal, we will not indemnify you unless a senior counsel (to be agreed to by us) advises that such appeal should be likely to succeed.

Wrongful arrest

Aside from anything to the contrary in Exclusion **8.14**, we will indemnify you under **Section A** in respect of claims arising from wrongful arrest (as defined hereafter) committed or alleged to have been committed by you in the course of the business.

These terms always apply provided that:

- for the purposes of this extension, the term "Wrongful Arrest" shall mean:
    - assault and battery committed or alleged to have been committed, at the time of making or attempting to make an arrest, or in resisting an overt attempt to escape by a person under arrest, before such person has been or could be placed in the custody of the police or a law enforcement officer;
    - defamation, injuria, false imprisonment or malicious prosecution, either committed or alleged to have been committed, directly in connection with an arrest or arising from the investigation of acts of shoplifting or theft; and
    - wrongful detention of any employee.
- No indemnity shall be granted in respect of claims:
    - made against you by any person/s or their personal representatives, other than those being, or having been, or alleged to have been, arrested or under arrest;
    - made against you by any director, partner or employee of yours, or their personal representatives; and
    - arising from unfair labour practice, as defined by the relevant labour laws promulgated in the Republic of South Africa from time to time.

Defamation

Aside from anything to the contrary contained in clause **2.3**, the indemnity granted by **Section A** extends to include claims arising from defamatory statements made by you, whether written or verbal.

These terms always apply provided that no indemnity shall be granted in respect of claims:

- that form the subject of the wrongful arrest extension; and
- out of any publication in any journal, magazine or newspaper or on radio or television.

Employers Liability

Aside from anything to the contrary contained in General Exclusion **8.10**, the indemnity granted by **Section A** extends to include claims arising out of injury to any person employed under a contract of service or apprenticeship with you where such injury arises out of and in the course of the execution of such contract.

These terms always apply provided that no cover is provided for:

- liability for claims arising from illness or disease, or contributed to by prolonged exposure to substances, factors or circumstances, peculiar to any particular employment or occupation; and
- amounts recoverable under any Act in terms of which any employee may claim compensation for work-related injuries, regardless of whether or not the insured has complied with their obligations in accordance with the Act.

Damage to leased or rented premises

We will indemnify you for damage and costs awarded against you, arising from any claim made against you resulting from loss or damage to premises and/or the premises' fixtures and fittings, where premises are hired or rented by you for the purpose of your business other than:

- arising from any tenancy agreement or any other agreement other than for legal liability you would have had, had you not entered into the agreement.

Emergency medical expenses

We will reimburse reasonable expenses incurred by you for emergency medical treatment to a third party, following an accident occurring during the contract period, causing injury that may result in a claim.

Specific exclusions

This Extension does not cover liability arising from:

- any criminal act wilfully committed;
- services rendered by any person who, to your knowledge, is under the influence of intoxicants or narcotics;
- the use of drugs for weight reduction;
- services rendered in exchange for a fee payable by the patient; and
- clinical tests or drug trials.

These terms always apply provided that our total liability under this extension shall not exceed its limit of indemnity in respect of all claims made during the period of insurance.

Claims preparation costs

The indemnity in terms of this policy is extended to include costs incurred by you in producing and certifying any details required by us in order to investigate any claim, provided that our liability for such costs shall not exceed the limit of indemnity stated in the schedule in respect of any one claim.

Collapse of temporary construction and scaffolding

We will indemnify you for legal liability for bodily injury, property damage, or personal and advertising injury arising from the collapse of temporary structures or scaffolding used in any display, demonstration or exhibition conducted or sponsored by you or on your behalf.

However, we will not indemnify you as outlined above if these structures or scaffolding do not have a valid safety certificate issued in accordance with the requirements of the Safety at Sports and Recreational Events Act No 2, 2010, or as amended from time to time.

7. General conditions

7.1. Excess

We will only be liable for that part of each claim or series of such claims arising from any one originating cause under this policy that exceeds the amount of the excess stated in the schedule. You must pay the excess from your own account and you cannot insure it elsewhere.

The amount of the excess includes defence costs, unless specifically stated otherwise in the schedule.

7.2. Claims notification

You must inform us within 30 days of receipt of the following:

- any claim made against you that may fall within the scope of this policy;
- the receipt of notice, whether written or oral, from any person or entity, of their intention to make such a claim against you;
- any circumstances of which you become aware that might reasonably be expected to give rise to such a claim being made against you, giving reasons for the anticipation of such claim; and
- any other circumstances that might give rise to a claim under this policy.

7.3. Claims handling

No admission, offer, promise or payment will be made or given by you or on your behalf, nor shall any costs be incurred by you, without our written consent. We will be entitled to take over and conduct, in your name, the defence or settlement of any claim. We will also be entitled to prosecute, in your name and for your own benefit, any claim for indemnity or damages. or otherwise and shall have full discretion in the conduct of any proceedings in the defence or settlement of any claim.

You must at all times provide us with such information and co-operation as we may reasonably require.

Upon informing us of a claim or circumstances in accordance with clause **7.2** above, you must inform us of any other insurance under which you are or may be entitled to any benefit.

7.4. Subrogation

Except to the extent and in the manner stated below, we shall become subrogated to all rights of recourse and remedies of yours before, as well as after, any payment by us to the extent of such payment. You must take all reasonable steps to preserve our rights of recourse against any liable parties.

Aside from the above, if any payment is made or may be made under this policy and we are subrogated to your rights of recovery as a result thereof, we agree not to exercise any such rights against any director or employee of yours, unless the claim is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the director or employee.

Furthermore, in respect of any person, other than any director or employee of yours, against whom you have not exercised those rights and might reasonably be expected not to exercise those rights by reason of a personal relationship between you and the third party, we will:

- only exercise our entitlement to subrogation rights to the extent that the third party has insurance coverage available; and
- not insist on any assignment of subrogation rights by you to us as a pre-condition of any claim payment, unless the claim is brought about or contributed to by the serious or wilful misconduct of that person.

Except as stated above, you shall give all such assistance in the exercise of rights of recovery as we may reasonably require.

7.5. Material Information

You will be required to inform us as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to us at the time when this policy incepted, and we may amend the terms of this schedule and/or policy according to the materiality of such a change, legal liability, loss, damage, cost or expense.

7.6. Relinquishment

We may at any time pay to you the amount of the limit of liability (related to any claim or series of claims) remaining under this policy, or any lesser amount for which such claim/s can be settled. This payment will exclude any sums already paid, less any associated defence costs already paid. Upon such payment being made, we shall relinquish the conduct and control of, and be under no further liability in connection with such claims or associated defence costs incurred after the date of such relinquishment.

7.7. Dispute

This policy is governed by South African law unless stated to the contrary. If any dispute arises in connection with the formulation, validity or interpretation of this policy, then such dispute shall be submitted to the jurisdiction of any court of competent jurisdiction within the Republic of South Africa. Both parties agree to comply with all requirements necessary to give such court jurisdiction.

7.8. Cancellation

In addition to cancellation reasons noted in 7.13 below, we may cancel this policy for any of the following reasons:

7.8.1. a person who is or was, at any time, the insured failed to comply with the duty of good faith;

7.8.2. the person who was the insured at the time the contract was entered into failed to comply with the duty of disclosure (but always without prejudice to our rights to void the policy ab initio in certain circumstances);

7.8.3. the person who was the insured at the time the contract was entered into made a misrepresentation to us during the negotiations for this policy but before it was entered into (but always without prejudice to our rights to void the Policy ab initio in certain circumstances);

7.8.4. a person who is or was at any time the insured failed to comply with a provision of this policy, including a provision with respect to payment of the premium; or

The notice of cancellation must be given in writing and/or telephonically, and will take effect at the earlier of the following times:

- when another insurance policy is entered into between you and us or another insurer, that replaces this policy; or
- 31 days after we inform you of the cancellation.

We may also terminate a policy immediately for the following reasons:

- You have made a fraudulent claim under this policy or under some other contract of insurance (whether with us or with another insurer) that provides insurance cover during any part of the period of insurance.
- A material change in the risk being covered.
- Where immediate termination is required by law.

7.9. Fraud

If any claim under this policy or any coverage section thereof is in any respect fraudulent, we shall be under no liability in respect of such claim.

7.10. Timing of injury and damage

Where it is not otherwise possible to ascertain the timing of injury or damage, then for the purpose of determining the indemnity granted by this policy:

7.10.1. Injury will be deemed to have occurred when the claimant first consulted a qualified medical practitioner regarding such injury, whether or not it was correctly diagnosed at that time. If no such consultation took place, then the injury will be deemed to have occurred when you first received written notice thereof.

7.10.2. Damage will be deemed to have occurred when the claimant first became aware thereof, even if the cause was unknown.

7.11. Maintenance of insurance

You shall ensure that:

- all sub-contractors, vendors, security guards and the like; and
- all third-party performers,

carry their own separate general liability insurance of at least **R 1,000,000** providing cover equal to the cover provided by this insurance.

7.12. General safety standards

You shall ensure that the premises and equipment are suitable for their intended use by you and that all reasonable precautions are taken to ensure the safety of the premises and equipment, including compliance with all statutory and customary requirements, and a daily safety check of the entire premises and equipment by a member of your management.

7.13. Premium Payments

Depending on the type of policy you have selected, you must adhere to the appropriate premium payment clauses as outlined below.

Once-off event policies

7.13.1. Payment in one instalment

This payment clause applies if your chosen policy covers liabilities related to a once-off event.

Premium payment in respect of this policy has been made by the insured, once-off in advance to the insurers. This premium is non-refundable and cover shall remain in force for the period of insurance as reflected in the schedule.

These terms are otherwise subject to the terms, exclusions, conditions and limitations of the policy.

7.13.2. Monthly premium payments

In consideration of the insurers having agreed, at the request of the insured, to allow the payment of the annual premium by monthly debit order, the insured accepts and agrees to the following:

- The monthly payments shall be payable in advance to the insurers on the agreed upon date of each month.
- If we do not receive the payment on the agreed upon payment date, a second attempt to deduct premium will be made within the 15-day grace period of this date. During this period of grace, cover will remain in force, provided that the premium is received before the end of the grace period.
- If payment is still not received by us after the second attempt, all retroactive cover will be forfeited, and your retroactive date will then become the date on which you make the next month's premium payment unless special arrangements are made by you to catch up on missed premiums.
- If no payment is received by us for two consecutive months, the policy will be automatically cancelled with effect from the date that the first unpaid premium was due to be collected. All retroactive cover will then be forfeited in respect of the policy.
- Reinstatement of this insurance shall be at our sole discretion. Should we agree to reinstate the policy, the retroactive date applicable to the reinstated policy shall be the date on which the policy is reinstated.

If we are notified of any claim, or circumstances that may lead to a claim, during the period of insurance where the monthly premium remains unpaid after the grace period, we reserve the right to cease all activity on such claim and/or circumstance. Any outstanding matters will then become the responsibility of the insured. Should payments have been made by us on any claims, we may reclaim such payments from you.

These terms are otherwise subject to the terms, exclusions, conditions and limitations of the policy.

7.13.3. Annual premium payments

- In the event that the insured pays the annual premium in one payment, it shall be payable in advance to insurers.
- If we do not receive such payment, this insurance shall continue in force for a 30-day grace period to allow for payment. If payment is not received within this period, this insurance shall be deemed to have been cancelled from inception. All retroactive cover will then be forfeited in respect of the policy.
- Reinstatement of this insurance shall be at our sole discretion. Should we agree to reinstate the policy, the retroactive date applicable to the reinstated policy shall be the date on which the policy is reinstated.
    - o If we are notified of any claim or circumstances that may lead to a claim, during the period of insurance where the premium remains unpaid after the grace period, we reserve the right to cease all activity on such claim and/or circumstance, Any outstanding matters will then become the responsibility of the insured. Should payments have been made by us on any claims, we may reclaim such payments from you.
    - o These terms are otherwise subject to the terms, exclusions, conditions and limitations of the policy.

7.14. Cooling off rights

Once-off event policies

You have a period of 14 days (cooling-off period) in respect of once-off instalments, during which you may rescind the agreement. This timeframe starts from receipt of the policy documents following the inception date of the insurance agreement, or from the effective date of any variation thereof. This applies if you have not claimed any benefit, are not in receipt of a claim made against you or have not reported any occurrence to us. The insurance agreement will be annulled and you will be entitled to a refund of the premium paid within 30 days of the annulment.

Annual event policies

You have a period of 31 days (cooling-off period) in respect of annual and monthly premium payments during which you may rescind the agreement. This timeframe starts from receipt of the policy document following the inception date of the insurance agreement, or from the effective date of any variation thereof. This applies if you have not claimed any benefit, are not in receipt of a claim made against you or have not reported any occurrence to us. The insurance agreement will be annulled and you will be entitled to a refund of the premium paid within 30 days of the annulment.

8. General exclusions applicable to all sections of the policy

We will not indemnify you for liability claims for:

8.1. Fines, penalties and punitive damages

Liability for awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensation awards, or damages or aggravated damages or in any other form whatsoever.

8.2. War

loss, damage, liability or expense arising directly or indirectly from:

- war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not);
- civil war, rebellion, revolution, insurrection, civil commotion assuming the proportion of or amounting to a popular uprising; and
- military or usurped power, martial law, riot or the act of any lawfully constituted authority.

It is understood and agreed that in any claim and in any action, suit or other proceedings to enforce a claim under this insurance for loss or damage or legal liability, the burden of proving that such loss or damage or legal liability does not fall within this exclusion shall be upon you.

8.3. Radioactive contamination and explosive nuclear assemblies

Loss, damage, liability or expense arising directly or indirectly from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

8.4. Contractual liability

Liability assumed by you under any liquidated damage, penalty or forfeiture clause, express warranty, contract, agreement or guarantee other than to the extent that such liability would have attached to you in the absence of such clause, warranty, contract, agreement or guarantee.

8.5. Hold harmless agreements

Any claim or claims where and to the extent we have or would have rights of recourse in respect of such claim where you had granted without our prior written consent, a waiver of such recourse rights to others whether by express term or by reason of an assumption of liability under contract.

8.6. Motor vehicles

Liability arising directly or indirectly from the ownership, possession or use of any motor vehicle or trailer by you or on your behalf, other than:

8.6.1. vehicles within the Republic of South Africa that are not required to be registered under South African Law, but not vehicles that are actually registered or in respect of which liability insurance is in force, and other than liability;

8.6.2. caused by the use of any tool or plant forming part of, attached to, or used in connection with any motor vehicle or trailer;

8.6.3. arising beyond the limits of any carriageway or thoroughfare and caused by the loading or unloading of any motor vehicle or trailer;

8.6.4. for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or the load thereon; and

8.6.5. arising out of any motor vehicle or trailer temporarily in your custody or control for the purpose of parking.

These terms apply where no indemnity is granted against liability compulsorily insurable by legislation, or for which the government or other authority has accepted responsibility.

8.7. Aircraft and watercraft

Liability arising directly or indirectly from the ownership, possession or use by or on your behalf of any aircraft, spacecraft, watercraft or hovercraft (other than watercraft not exceeding five meters in length, and then only while on inland waterways).

8.8. Care, custody and control

Liability for damage to property owned, leased or hired by, under hire purchase, or on loan to you or otherwise in your care, custody or control other than:

8.8.1. premises or the contents thereof temporarily occupied by you for work therein or thereon, but no indemnity is granted for damage to that part of the property on which you are working and that arises out of such work;

8.8.2. the first **R 10,000** each and every occurrence in respect of clothing and personal effects belonging to your employees and visitors; and

8.8.3. premises tenanted by you to the extent that you would be held liable in the absence of any specific agreement.

8.9. Deliberate acts

Legal liability arising directly or indirectly from the deliberate, conscious or intentional disregard by your technical or administrative management to take all reasonable precautions to prevent injury or damage.

8.10. Employers' liability

Liability for Injury to any person under a contract of employment, service or apprenticeship with or for the provision of labour-only services to you where such Injury arises out of the execution of such contract, or for which compulsory insurance is required by any legislation.

8.11. Terrorism

Apart from any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes loss, injury, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This clause also excludes loss, injury, damage, cost or expense of any 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, injury, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be yours.

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

8.12. Abuse

This policy does not cover any legal liability of yours directly or indirectly arising from abuse, assault (sexual or otherwise) sexual harassment, sexual molestation, rape, battery and/or the consequences thereof.

8.13. Asbestos

This policy does not cover any legal liability of yours directly or indirectly arising from asbestos or asbestos-related products, or asbestos dust or fibres.

8.14. Forcible ejection

This policy does not cover any legal liability of yours directly or indirectly arising from forcible ejection of any person by third-party security guards.

8.15. Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat thereof involving access to, processing of, use of or operation of any computer system.

8.16. Cyber incident

8.16.1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or

8.16.2. Any partial or total unavailability, failure or series of related partial or total unavailability, or failures to access, process, use or operate any computer system.

8.17. Computer system

Refers to any:

- computer, hardware, software or communications system;
- electronic device (including, but not limited to, smartphone, laptop, tablet, wearable device);
- server, cloud or microcontroller, including any similar system or any configuration of the aforementioned; and
- associated input, output, data storage device, networking equipment or back-up facility owned or operated by you or any other party.

8.18. Cancellation and non-appearance

This policy does not cover any legal liability of yours directly or indirectly arising from the cancellation, abandonment or postponement of the insured event as a result of, but not limited to:

- any adverse weather-related cause;
- the outbreak of any epidemic or disease, whether at the event or elsewhere;
- the non-appearance of any artist, actor, entertainer, participant, contestant, exhibitors, visitors, guests or key speakers;
- the withdrawal, insufficiency or lack of finance, however caused;
- the financial failure of any fundraising venture;
- the lack of or inadequate receipts, sales or profits suffered by you;
- the lack of or inadequate attendance, or insufficient interest prior to attendance;
- the failure of any supplier where booking arrangements are not confirmed in writing; and
- the failure to notify any provider of any goods or services as soon as possible if it becomes necessary to cancel or curtail the event.

8.19. Injury to participants

This policy does not cover any legal liability of yours directly or indirectly arising from injury to any artist, actor, entertainer, participant, contestant or the like that arises from or in the course of them carrying out their activities.

8.20. Wear and tear or abuse

This policy does not cover any legal liability of yours directly or indirectly arising from damage to grounds, pitches, lawns, rugs, floors, furnishings, fixtures, decorations and the like due to normal use, wear and tear or abuse.

8.21. Vendors' products liability

This policy does not cover any legal liability of yours directly or indirectly arising from any vendor's product, concessionaire or exhibitor other than:

- food and drink; or
- arts and crafts.

8.22. Radioactive Contamination and Explosive Nuclear Assemblies

This policy does not cover:

- loss or destruction of, or damage to, any property, or any loss or expense resulting or arising therefrom, or any consequential loss; and

- legal liability of any nature directly or indirectly caused by contributed to, or arising from:
    - o ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
    - o the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

8.23. Communicable diseases

Any disease that can be transmitted by means of any substance or agent from one organism to another where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
- the method of transmission, whether direct or indirect, includes but is not limited to diseases that are:
    - o airborne;
    - o transmitted through bodily fluid;
    - o transmitted from or to any surface or object; or
    - o is exchanged in solid, liquid or gas between organisms; or
- the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health and welfare, or property damage.

8.24. Pure financial loss

This policy does not cover any legal liability of yours arising from financial loss where such loss is the consequence of injury and/or damage.

8.25. Kidnapping and ransom

This policy does not cover any legal liability of yours arising from any incident of kidnapping and ransom occurring before, during or immediately after the insured event.

8.26. Prize indemnity

This policy shall not indemnify any liability arising from the obligation, contractual or otherwise, to award a winning prize and/or bonus to winning participants.

8.27. Alcohol or drug-related losses

This policy shall not indemnify any liability arising of from injury (whether self-inflicted or otherwise) due to use or misuse, or while under the influence of alcohol or drugs.

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Budget Insurance Company Ltd, a licensed non-life insurer and financial services provider.

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