

# SCHEDULE

Policy: HU EVT 7153559 (1)



## INSURANCE DETAILS

**Period of Insurance:** From 23 April 2012 to 02 October 2012 Both days inclusive  
**Underwritten by:** Hiscox Underwriting Ltd on behalf of Syndicate 3624 at Lloyd's  
**Payment Method :** Payment by Credit Card

## INSURED DETAILS

**Insured :** SDL Forum e. V. (known as SDL Forum Society)  
**Address :** Kirchgasse 4  
Rossdorf  
D-64380  
Germany  
**Additional Insureds :** There are no Additional Insureds on this policy.  
**General Wording :** 6481 - EI - Business Events tc policy wording (5)

## PREMIUM DETAILS

<b>Total Premium :</b>	£ 95.00	<b>Total Tax :</b>	£ 18.05	<b>Total :</b>	£ 113.05
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Personal & Commercial Claims  
Team of the Year 2011



**Policy: HU EVT 7153559 (1)**

**Event Name:** SAM2012  
**Event open from :** 01/10/2012 to 02/10/2012  
**Venue:** Congress Centre Innsbruck Rennweg 3  
Innsbruck  
6020  
Austria

**PUBLIC LIABILITY**

**Section wording :** LLG Portfolio (1)  
**Sum Insured:** £ 2,000,000  
**Sum Insured applies :** For each and every occurrence  
**Excess:** £ 250  
**Excess Applies to :** Applicable to Property Damage only and applicable to each and every such loss  
  
**Applicable Courts :** England and Wales

**Sub Limits**

**Criminal Defence Costs** £ 100,000  
**Pollution and Contamination Costs** £ 100,000



**Policy: HU EVT 7153559 (1)**

**The General Terms of this policy and the terms, conditions and exclusions of the relevant section all apply to this endorsement except as modified below:**

**CLAUSES - Applicable to the whole policy.**

**Clause**

**Data Protection Act**

By accepting **your Policy**, you consent to **us** using the information **we** may hold about **you** for the purposes of providing insurance and handling claims, if any, and to process sensitive personal data about **you** where this is necessary (for example health information or criminal convictions). This may mean **we** have to give some details to third parties involved in providing insurance cover. These may include insurance carriers, third-party claims adjusters, fraud detection and prevention services, reinsurance companies and insurance regulatory authorities. Where such sensitive personal information relates to anyone other than **you**, **you** must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to us and its use by **us** as set out above. The information provided will be treated in confidence and in compliance with the Data Protection Act 1998. **You** have the right to apply for a copy of your information (for which **we** may charge a small fee) and to have any inaccuracies corrected.

For training and quality control purposes, telephone calls may be monitored or recorded

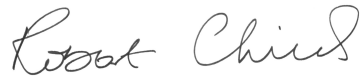
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**Our promise to you**

Please read this insurance document, together with any endorsements and the schedule, very carefully. If anything is not correct, please return it immediately.

**We** will provide this insurance in return for the premium **you** have paid.

Signed for and on behalf of Hiscox Syndicates Limited:



**Robert Childs**  
Director of Underwriting

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

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**Complaints procedure**

If **you** have a complaint, please contact **your** insurance broker, if **you** have one, in the first instance.

If **you** do not have an insurance broker or if **your** complaint cannot be resolved satisfactorily by **your** insurance broker, then please contact **our** customer relations team. The contact details are:

Telephone: 0870 084 3777

Email: [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com)

If **you** are not satisfied with the way **your** complaint has been handled, **you** may refer the matter to Policyholder & Market Assistance at Lloyd's. The contact details are:

Policyholder & Market Assistance  
Lloyd's Market Services  
One Lime Street  
London EC3M 7HA

Telephone: 020 7327 5693

Fax: 020 7327 5225

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

**You** may also, in accordance with the rules of the Financial Services Authority, be able to refer **your** complaint to the Financial Ombudsman Service without affecting **your** legal rights. Further details will be provided at the appropriate stage of the complaint process.

## General terms and conditions

### General terms, definitions and exclusions applying to the whole of this insurance.

<b>Definitions</b>	Words shown in <b>bold</b> type have the same meaning throughout this policy and are defined below. Any extra definitions are shown in the section to which they apply.
<b>Insured event</b>	The exhibition, conference, show, meeting or other event shown in the schedule.
<b>Period of insurance</b>	The length of time for which this insurance is in force as shown in the schedule.
<b>Sum insured</b>	The most that <b>we</b> will pay as shown in the schedule.
<b>Terrorism</b>	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.
<b>We / us / our</b>	The insurer shown in the schedule.
<b>You / your</b>	The person or company named as the insured in the schedule.
<b>General conditions</b>	The following conditions apply to the whole of this policy. Any extra conditions are shown in the sections to which they apply.
1. Information	In deciding to accept this insurance and in setting the terms, <b>we</b> have relied on the information <b>you</b> have given <b>us</b> (including the information in any proposal form or statement of fact). <b>You</b> must make sure that all information is accurate and that <b>you</b> have not withheld any facts that might have influenced <b>our</b> decision. If <b>you</b> are in any doubt, <b>you</b> should speak to <b>us</b> or <b>your</b> insurance broker, if <b>you</b> have one.
2. Change in circumstances	<b>You</b> must tell <b>us</b> about any change in your circumstances which occurs before or during the <b>period of insurance</b> and which may affect this insurance. <b>We</b> may then amend the terms of this policy. If <b>you</b> are in any doubt, <b>you</b> should speak to <b>us</b> or <b>your</b> insurance broker, if <b>you</b> have one.
3. Non disclosure, misrepresentation and false claims	If <b>you</b> have not told <b>us</b> about or have misrepresented any facts or circumstances which might affect <b>our</b> decision to provide insurance or the terms of that insurance, or <b>you</b> have made a false claim, <b>we</b> can refuse to pay a claim or <b>we</b> can treat this insurance as though it had never existed.
4. Premium	<b>We</b> will not make any payment under this policy unless <b>you</b> have paid the premium in accordance with the written conditions of the schedule.
5. Due diligence	<b>You</b> must ensure that all reasonable care and measures are taken in order to avoid or diminish a loss under this insurance including but not limited to: <ul style="list-style-type: none"> <li>i. the rearrangement of a cancelled or abandoned <b>insured event</b>.</li> <li>ii. ensuring that any property to be used at the <b>insured event</b> arrives in good time.</li> <li>iii. ensuring that all ground surfaces of the <b>venue</b> location are inspected for the removal of all tripping and/or slipping risks within 24 hours of the opening date of the <b>insured event</b>.</li> </ul>
6. Fireworks	If the <b>insured event</b> involves the use of fireworks <b>you</b> or those acting on <b>your</b> behalf must: <ul style="list-style-type: none"> <li>i. prior to the start of the <b>insured event</b> prepare a written safety assessment;</li> <li>ii. comply with and adhere to the recommendations and guidelines detailed by the Department of Trade and Industry leaflet no. DTI/Pub 7997/25K/09/05/NP relating to firework and bonfire events;</li> <li>iii. ensure that Category 4 fireworks are handled and set off by trained personnel with a minimum of two years' experience.</li> </ul> <p>If <b>you</b> do not comply with the above conditions <b>we</b> will not have to pay <b>your</b> claim.</p>

## General terms and conditions

7. Multiple insureds      The most **we** will pay is the **sum insured**. If there is more than one of **you**, the total amount **we** will pay will not exceed the amount **we** would be liable to pay any one of **you**.
8. Other insurance      **We** are only liable under this insurance to the extent that any other valid insurance would fail to cover any claim if this insurance had not been issued.
9. Maintenance and inspection of records      **You** must maintain adequate records. **We** shall have the right to inspect, at any reasonable time, the insured property and **your** records relating to this insurance and to take any copies **we** may require.
10. Cancellation      This insurance may not be cancelled, except that **we** may cancel this insurance if **you** do not pay the premium in accordance with the written conditions of the schedule. **We** will give **you** ten days' notice of such cancellation.
11. Law and jurisdiction      Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute it will only be dealt with in the courts of England.
12. Third parties      Nothing in this insurance is intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Contract (Rights of Third Parties) Act 1999.

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### General exclusions

The following exclusions apply to the whole of this policy. Any extra exclusions are shown in the sections to which they apply.

This insurance does not cover loss, damage or liability directly or indirectly caused by, happening through or in consequence of:

1. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.
2. nuclear reaction, nuclear radiation or radioactive contamination.
3. war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
4. confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
5. asbestos.
6.
  - i. the operation of a display using fireworks not tested and labelled in accordance with BS7114 Categories 1, 2, 3 and 4;
  - ii. the use of directly imported fireworks;
  - iii. the use of sparklers;
  - iv. damage caused by fireworks to ground surfaces, underground surfaces or fire damage resulting from the use of fireworks to growing crops;
  - v. modification of fireworks other than the fitting of manual or electrical fuses;
  - vi. transportation or storage of fireworks outside the perimeter of the **venue**.
7. the ownership, possession or use of any airborne lantern (also known as sky lantern, sky candle or wish lantern)

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### What to do when a loss occurs

The following claims conditions apply to the whole of this policy.

How to make a claim

**You** must:

- i. notify **us** and **your** insurance broker, if **you** have one, as soon as reasonably possible but in no event later than 14 days after becoming aware of any incident which may give rise to a claim under this insurance. If **you** do not **we** will not have to pay **your** claim. If **you** think a crime has been committed, **you** must also tell the police as soon as possible and obtain a crime reference number from them;

## General terms and conditions

- ii. give **us** or any agent acting on **our** behalf, full details as soon as reasonably possible of any incident which may give rise to a claim and give them all the information and assistance that they may require and co-operate fully in the investigation or adjustment of the claim;
- iii. immediately forward to **us** every letter of claim, claim form or correspondence **you** receive if someone is holding **you** responsible for causing injury to a person or loss or damage to property. If **you** do not **we** will not have to pay **your** claim;
- iv. not admit liability, make an offer, compromise or promise of payment or agree to settle any claim without **our** written permission, otherwise **we** will not have to pay **your** claim.

### Recovering a loss payment

**We** shall be entitled at **our** discretion to take over and conduct in **your** name the investigation, defence, pursuit or settlement of any claim.

**We** will be entitled to pursue recovery of payments made under this insurance, in **your** name but at **our** expense, and **you** must give **us** all assistance **we** may reasonably require.

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.

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### What is covered

Public liability and employers' liability	<b>We</b> will indemnify <b>you</b> , up to the <b>sum insured</b> , against any claim for damages which <b>you</b> may legally have to pay as compensation in respect of claims made against <b>you</b> for <b>bodily injury</b> or <b>damage to property</b> arising out of accidents occurring during the <b>period of insurance</b> in the course of and at the <b>insured event</b> . The amount <b>we</b> pay will include <b>your defence costs</b> . 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 <b>you</b> during the <b>period of insurance</b> for any breach of statute or regulation directly relating to any actual or potential claim covered under this section, <b>we</b> will pay <b>your defence costs</b> . The most <b>we</b> will pay for such costs is the amount shown in the schedule.
Sum insured	<b>We</b> will pay up to the <b>sum insured</b> for all claims made and their <b>defence costs</b> which arise from the same accident.
Full payment	At any stage <b>we</b> can pay <b>you</b> the <b>sum insured</b> or what remains from that amount after any earlier payment. <b>We</b> will pay <b>defence costs</b> already incurred at the date of <b>our</b> payment. <b>We</b> will then have no further liability for those claims or their <b>defence costs</b> .
Employers' liability compulsory insurance	<b>We</b> agree to provide indemnity against the sums <b>you</b> have paid in compensation in accordance with the provisions of any law relating to compulsory insurance of liability to <b>employees</b> but <b>you</b> must repay to <b>us</b> all sums <b>we</b> have paid which <b>we</b> would not have been liable to pay under the terms of this insurance but for the provisions of such law.

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### 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;
    - h. the ownership, possession or use of any:
      - i. mechanical driven ride;
      - ii fairground rides or attractions;
      - iii inflatable play equipment including but not limited to bouncy castles, slides or rides;
    - i. the ownership, possession or use of any animal including but not limited to donkey, pony or horse rides;



## Public and Employers' Liability

### Policy wording

- 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 structure that exceeds five 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 willful 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 during 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. 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**.
- 8. 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.
- 9. 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.
- 10. any act, error or omission in respect of the provision of employee benefits of any kind by **you**.
- 12. any act of **terrorism** other than under the Employers' liability cover provided by this insurance 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**.

- 13. any workers compensation or similar legislation.

## Public and Employers' Liability

### Policy wording

14. death or **bodily injury** of any artist or performer while performing or working for **you**.
  15. 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.
  16. transmission of a **computer virus**.
- 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.

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### Definitions

#### **Bodily injury**

For the purposes of this section the following words are defined as follows:

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** permission 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.