

Your Event Insurance Policy Wording

Welcome to your John Lewis Event Insurance

Thank you for choosing John Lewis Event Insurance, underwritten by Royal & Sun Alliance Insurance plc, who are one of the UK's largest and oldest insurers.

We hope you won't need to make a claim. But, if you do, you can rest assured that you will receive excellent service from our team of claims specialists.

We want to ensure that you understand your Event Insurance policy and legally we need to make you aware that the information you've given us is the basis of your insurance contract with us. Your policy, including this booklet and your Schedule, are evidence of that contract, so please read them carefully to ensure that the cover is exactly what you need, and keep them in a safe place.

Please see pages 20 to 21 for full details of the changes in circumstances that you need to tell us about.

The next few pages give you a summary of some of the covers that you may have chosen. For a full explanation of each cover, including any relevant exclusions, please see the complete section in this booklet.

Event Insurance

We'll provide you with cover for your public liability, loss or damage to hired equipment or event property and cancellation or rearrangement for events in the United Kingdom.

In addition, by paying an extra premium you can select the following optional cover.

Marquee extension option

We'll provide you with cover for loss or damage to the marquee and cover for cancellation/curtailment and rearrangement as a direct result of loss or damage to the marquee in the United Kingdom.

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How to contact us

Customer Services	0330 102 2747 Lines are open Monday to Friday between 8am and 8pm, Saturday between 9am and 5pm and Sunday 10am and 4pm.	Post: John Lewis Event Insurance Servicing Department PO Box 1357 Peterborough PE2 2QS Email: www.johnlewis-insurance.com/contactus
Claims Line	0330 102 2759 Lines are open Monday to Friday between 8am and 6pm and on Saturday between 9am and 5pm.	Post: John Lewis Event Insurance Claims Department PO Box 256 Wyndham NR18 8DQ
Minicom/Type Talk	0800 300 836	If you have hearing or speech difficulties, you can contact us using Minicom. This document and all our literature is available in large print, audio or Braille. Please contact us for further assistance.

How to make a claim

Before making a claim you should take any immediate action you think is necessary to reduce further loss or damage.

Call the Claims Line on **0330 102 2759**. Please have your Policy Number handy when you call. While most claims can be agreed over the phone, there may be times when we will ask you to complete a claim form and provide us with further information.

For your protection, telephone calls may be recorded and monitored.

Understanding and using the policy

The policy is in two parts – the Policy Wording and the Schedule. The Policy Wording explains what is and what is not covered, how claims are settled and other important information.

Within each Section of cover, the first column will tell you what the cover includes. The second column will tell you what it does not include.

Please read 'How we settle claims' on pages 25 and the policy exclusions, policy conditions and claims conditions on pages 18–23.

There are conditions of the insurance that you will need to meet as your part of this contract on pages 20 to 21. The conditions set out the changes in circumstances that could affect your cover and when we would cancel your policy. Please take the opportunity to read the Policy Conditions.

The Schedule shows which Sections of cover from the policy apply, the amount insured and the premium. Please keep the Schedule with the Policy Wording.

A new Schedule will be sent whenever a change is made to the insurance so you can check that the cover still meets your needs.

If you have any questions, please contact us. The telephone numbers are shown on page 5.

Once you receive the policy, you have 14 days to make sure the cover is exactly what you need. If you need to make any changes please contact us as soon as possible. No refund of premium will be made more than 14 days after receiving the policy documentation.

Words with special meanings

Some words have a special meaning in the Policy Wording and these are listed below. Whenever a word with a special meaning is used in the Policy Wording, it will be printed in **bold** type.

Abandonment

The inability to complete the **event** once commenced.

Additional Costs

The difference between the original cost of the **event** and the cost of the rearranged **event**.

Adverse weather

Weather conditions that render the fulfilment of the **event** dangerous and irresponsible having consideration to life and limb of the public attending the **event**.

Cancellation

The inability to proceed with the **event** which cannot be postponed.

Close relative(s)

Husband, wife, civil partner, parent, parent-in-law, step-parent, son, son-in-law, step-son, adopted son, daughter, daughter-in-law, step-daughter, adopted daughter, grandparent, grandson, granddaughter, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, foster child or legal guardian.

Dangerous activities

Any amusement, display, competition or fundraising activity organised by **you** or on **your** behalf or for which **you** are responsible involving:

- a) fireworks or bonfires;
- b) inflatable play equipment;
- c) fairground or theme park rides or mechanical or electrical rides of any kind;
- d) ballooning or flying of any description;
- e) quad bikes, go-karts or motor sports of any kind;

- f) trampolines, gymnastic apparatus or any apparatus requiring the use of a safety harness or ropes to prevent or arrest falls from height;
- g) circus acts or stunt acts;
- h) 'It's a Knockout' competition;
- i) persons riding on animals;
- j) canoeing, sailing or the use of water rafts;
- k) shooting ranges for guns or archery;
- l) any activity making any contact with swimming pools, rivers, the sea, canals, lakes, ponds or any similar water courses;
- m) pyrotechnical devices.

Employee(s)

- a) a person under a contract of service or apprenticeship with **you**;
- b) a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by **you** while under the direct control and supervision of the **insured**;
- c) labour masters and persons supplied by them while under the direct control and supervision of the **insured**;
- d) a person engaged by labour only subcontractors while under the direct control and supervision of the **insured**;
- e) a self-employed person performing work of a kind ordinarily performed under a contract of service or apprenticeship with **you** while under the direct control and supervision of the **insured**;
- f) work experience trainees;
- g) authorised volunteers while working for **you** in connection with the **event**.

Event(s)

An **event** held during the **period of insurance** indoors, outdoors or under temporary structures as described in the Schedule. An **event** with invited guests who do not have to pay for entry.

Event date

The date specified on the Schedule for the **event** to take place.

Event property

Furniture, plant, machinery, equipment, furnishings, fixtures, fittings and utensils for which **you** are legally responsible and which are specifically for use by **you** in connection with the **event**.

Excess

The first part of any claim which **you** must pay.

Geographical limits

This policy applies to **events** taking place anywhere in the United Kingdom including the Channel Islands and the Isle of Man.

Marquee

The hired tent, gazebo or other summer house arrangement together with staging, chairs, tables, lighting, flooring and ancillary equipment hired or leased by **you** (or by another person on **your** behalf) solely for the purpose of **your event** and for which **you** (or such other person on **your** behalf) are responsible.

Period of insurance

The period shown for each Section of this policy and any further period for which **you** have paid or have agreed to pay and **we** have accepted or have agreed to accept **your** premium.

Postponement

The unavoidable deferment of the **event** to another time.

Pre-existing medical condition

Any ongoing medical condition, or condition which has required medical treatment (including consultations or advice) within the 12 months before the purchase date of this insurance.

Venue(s)

The address where the **event** is to take place.

Vermin

Rats, mice, squirrels, owls, pigeons, foxes, bees, wasps or hornets.

We/our/us/insurers

Royal & Sun Alliance Insurance plc

You/your/insured

The person(s) named in the Schedule.

The insurance contract

This policy is a legal contract between **you** and **us**. The Policy Wording and Schedule make one document and must be read together. Please keep them together.

The contract is based on the information **you** provided when **you** applied for the insurance.

Our part of the contract is that **we** will provide the cover set out in this Policy Wording for:

- those Sections which are shown on the policy Schedule;
- the insurance period set out on the policy Schedule.

Your part of the contract is **you** must:

- pay the premium as shown on the policy Schedule;
- comply with all the conditions set out in this policy.

There are conditions of the insurance that **you** will need to meet as **your** part of this contract on pages 20 to 22. The conditions set out the changes in circumstances that could affect **your** cover and when **we** would cancel **your** policy. Please take the opportunity to read the Policy Conditions.

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws.

Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** live, or, if **you** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** live.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live.

This policy has been issued by Royal & Sun Alliance Insurance plc in the United Kingdom.

Section 1 Public liability

What is covered	What is not covered
<p>We will pay you up to the amount shown in your Schedule to pay damages and costs to others which arise from any single incident occurring during the period of insurance plus defence costs and expenses agreed by us in writing, in respect of your legal liability directly related to the event as a result of:</p> <ul style="list-style-type: none"> • accidental bodily injury to or death, disease or illness of any person other than an employee; • accidental loss of or damage to material property not belonging to you; • accidental obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement or false imprisonment happening during the period of insurance within the geographical limits in connection with the event. <p>Cover under this Section starts 24 hours before the event and finishes 24 hours after the event date.</p>	<ul style="list-style-type: none"> • The excess shown on your Schedule of cover for each and every claim. • Liability arising from the following: <ol style="list-style-type: none"> a) the sale or supply (including repair, packaging or labelling, erection, alteration, treatment, installation, processing, manufacture, testing, servicing, hiring out, storing or transportation) of goods other than food and drink supplied by you for consumption at the event; b) loss of or damage to property belonging to or held in trust by or in the custody or control of the insured (other than employees' effects or premises at which you are undertaking work in connection with the event); c) your owning or using any road or rail vehicle, machine or plant that is capable of self-propulsion or any trailer or carriage attached to a self-propelled vehicle, machine or plant. d) any vehicle (or machine or plant) that is insured for your benefit under any form of motor insurance policy; e) any aircraft or other aerial device, watercraft or hovercraft; f) professional or other advice, design, specification or treatment or the failure to provide such advice, design, specification or treatment or professional negligence or malpractice of any kind; g) bodily injury to or death, illness or disease of any person caused by or arising from a dangerous activity; h) bodily injury to or death, illness or disease of any person caused by or arising from actual or attempted physical contact or challenge, intended or unintended, in the course of any sports or competitive activity organised by you or on your behalf or for which you are responsible; i) any agreement you have made unless you would have been liable without the agreement; j) any incident occurring on any offshore platform, rig, service or accommodation vessel or installation or while in the course of a journey directly to or from such location.

What is covered	What is not covered
	<ul style="list-style-type: none"> k) accidental bodily injury to or death, disease or illness of any animals or any persons while riding animals; l) any liability whatsoever arising out of the use or ownership of firearms; m) any liability arising from owning, possessing or using a dog classed as dangerous under the Dangerous Dogs Act 1991 and the Dangerous Dogs (Northern Ireland) Order 1991, or any changes to those laws. These include the following breeds; Pit Bull Terrier, Japanese Tosa, Dogo Argentino, Fila Brasileiro and cross-breeds of these with any other breed; n) any liability arising from the public handling of animals; o) any wilful or malicious act, any act of vandalism, deliberate acts resulting in material damage or bodily injury; p) any liability as a result of the effects of any alcoholic or illegal substance, including prescribed drugs; q) bodily injury to any person willingly participating in any physical activity organised and under the sole control of the event organiser; r) damage to the ground at the venue or any underground services; s) member-to-member and/or participant-to-participant liability; t) damage to flooring; u) any loss or damage caused by putting up and using gazebos and other unsecured temporary structures, other than professionally erected marquees; v) transmission of any contagious or infectious disease or virus. <p>Note: Item (g) of what is not covered above – if a particular activity is to be undertaken at the insured event and you are in doubt as to whether it would be classed by us as being dangerous, please contact John Lewis Event Insurance on 0330 102 2747.</p>

How to make a claim

If **you** wish to claim under this Section, please contact **us** on **0330 102 2759**. **You** should also read the policy and claims conditions and exclusions on pages 18-23, the how to make a claim information on page 24 and the how we settle claims information on page 25.

Section 2 Hired equipment and event property

What is covered	What is not covered
<p>We will pay you up to the amount shown in the Schedule for Section 2 for accidental loss of or damage to event property while:</p> <ul style="list-style-type: none"> • at the venue; or • in transit to or from the venue within the geographical limits. 	<ul style="list-style-type: none"> • The excess shown on your Schedule of cover for each and every claim. • Any single item exceeding £2,500, unless otherwise shown on the Schedule. • Theft or attempted theft unless at the time of the loss or damage force and violence were used to get into or out of the venue. • Any loss, theft or damage from an unsecured venue or marquee. • Loss or damage by theft or attempted theft from motor vehicles unless at the time of the loss or damage: <ul style="list-style-type: none"> - someone aged 16 or over was in the motor vehicle; or - the motor vehicle was securely locked; and - force or violence were used to get into the motor vehicle; and - the items stolen were out of sight in a locked boot or locked compartment; and - the vehicle was contained in a locked garage or compound when left between 9pm and 9am. • Smoke damage caused by smog, agricultural or industrial work or damage by smoke from air pollution. • Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin or any gradual cause. • Damage caused by electrical, electronic or mechanical breakdown. • Damage caused by cleaning, dyeing, repair or restoration. • Property confiscated or detained by any government, public or police authority. • Damage caused by the deliberate act of any electricity or gas supply authority in withholding or restricting supply.

Section 2 Hired equipment and event property

What is covered	What is not covered
	<ul style="list-style-type: none"> • Damage caused by strikers, locked-out workers or persons taking part in labour disturbances. • Accidental damage to china, glass and other brittle items. • Mobile telephones, pagers, portable two-way radio sets, computers and associated equipment, disco equipment and items of clothing, whether owned, borrowed or hired. • Any wilful or malicious act, any act of vandalism or deliberate acts resulting in material damage or bodily injury. • Any liability as a result of the effects of any alcoholic or illegal substance, including prescribed drugs. • Bouncy castles and other inflatable play equipment. • Inventory or stocktaking shortages or unexplained disappearance or discrepancy. • Damage to flooring. • Cash or money. • Any property more specifically insured. • Marquee cover unless Section 4 applies. • Motor vehicles licensed for road use and their accessories, caravans, trailers, watercraft or aircraft. • Explosives or fireworks. • Any property for which you are not legally responsible.

How to make a claim

If **you** wish to claim under this Section, please contact **us** on **0330 102 2759**. **You** should also read the policy and claims conditions and exclusions on pages 18-23, the how to make a claim information on page 24 and the how we settle claims information on page 25.

Section 3 Cancellation and rearrangement of event

What is covered	What is not covered
<p>Part 1 – Cancellation We will pay up to the amount shown in your Schedule of cover for Section 3, for any irrecoverable costs and expenses (less any income you have received from any source in connection with the staging of the event) which have been or will be incurred by you in connection with the event following the cancellation, abandonment or postponement of the whole event, resulting from any cause beyond the control of the insured, the event organiser(s) or sponsor(s) or their financial supporter(s) or any other financial supporters of the event, including:</p> <ul style="list-style-type: none"> • the non-appearance of any pre-booked outside caterer, speaker, entertainer or musician where no suitable replacement is available and which would prevent the event from going ahead; • the non-appearance of any essential staff due to adverse weather conditions; • the booked venue for the event being unable to hold your event due to an outbreak of infectious or contagious disease, damage to the venue, incomplete building work at the venue, murder or suicide at the premises, bankruptcy, liquidation or closure of the venue by the relevant authority; • the death, injury or sickness of you or your close relatives which would make it inappropriate to continue the event; • the unforeseen posting overseas or to Northern Ireland of a serving member of the UK Armed Forces or unavoidable and necessary duty for the ambulance service, coastguard, fire brigade or police and nursing personnel which occurs during the period of insurance and prevents attendance at the event; • the inability of 50% of the guests to reach the event venue due to adverse weather conditions. 	<ul style="list-style-type: none"> • The excess shown on your Schedule of cover for each and every claim. • Cancellation, abandonment or postponement arising from: <ol style="list-style-type: none"> a) circumstances likely to cause cancellation, abandonment or postponement of the event, which were known to you at the start of your insurance; b) your failure to make all necessary arrangements for the successful fulfilment of the event in a reasonable and timely manner; c) the withdrawal, insufficiency or lack of finance, however caused; d) the financial failure of any fundraising venture; e) lack of or inadequate receipts, sales or profits of any fundraising venture; f) financial default, insolvency or failure to pay of any party; g) cancellation of an event following the death, injury or illness of you or your close relatives due to any pre-existing medical condition; h) lack of or withdrawal of support or an inadequate response by any party relied on; i) lack of or inadequate attendance or insufficient interest prior to attendance. j) adverse weather conditions unless weather conditions render the event dangerous and irresponsible having consideration to life and limb of the public attending the event; l) any work being carried out by builders or other contractors which renders the venue or its facilities totally or partially unusable, unless such work is unknown to you at the start of this insurance; m) industrial action or labour disputes, existing or threatened prior to the start of this insurance, whether known to you or not, unless the start date of the event is more than 90 days after the commencement of this insurance; n) the non-appearance of delegates, visitors, exhibitors, guests or key speakers because of state affairs or government matters.

Section 3 Cancellation and rearrangement of event

What is covered	What is not covered
<p>Part 2 – Rearrangement</p> <p>We will also pay any additional costs or expenses incurred in re-booking the event elsewhere, if the original venue is unable to hold the event as a result of the following causes:</p> <ul style="list-style-type: none"> a) a notifiable human infectious or contagious disease; b) an outbreak of food poisoning; c) discovery of vermin or pests; d) defects in the drains or other sanitary arrangements; e) murder or suicide; f) failure of the telephone system, electricity, gas or water supplies; g) damage to property in the vicinity of the original venue which hinders or prevents access to the venue. <p>The most we will pay for any claim under the rearrangement cover is 100% of the cost quoted by the original venue to hold the event at such venue, or the sum insured shown in the Schedule under Section 3, whichever is the less.</p> <p>Any claims made under Part 1 – Cancellation cannot also be made under Part 2 – Rearrangement Section.</p> <p>All additional costs and expenses must be notified to John Lewis Event Insurance and agreed in advance of the rearranged event.</p> <p>Cover under this Section starts from the purchase date and finishes on completion of the event.</p>	<ul style="list-style-type: none"> o) any outbreak of foot and mouth disease whether at the event venue or elsewhere; p) court mourning, death of a member of the royal family or head of state; q) circumstances happening through or as a result of orders or restrictions imposed by any government/local government authorities, the police, fire or ambulance service; r) cancellation of an event following the death, injury or illness of any insured or joint insured party over the age of 75 years; s) the failure of any supplier where booking arrangements are not confirmed in writing; t) losses arising as a result of persons acting against the advice of a medical practitioner; u) normal pregnancy, without any accompanying bodily injury, illness, disease or complication. This Section is designed to provide cover for unforeseen events, accidents, illnesses and diseases, and normal childbirth would not constitute an unforeseen event; v) any claims arising directly or indirectly from anxiety, stress or depression unless it has been investigated and diagnosed as such by a consultant specialising in the relevant field; w) cancellation of an event following the death, injury or illness of any insured or joint insured party due to any pre-existing medical condition; x) failure to notify the provider of any goods or service as soon as possible if it becomes necessary to cancel or curtail the event; y) losses directly or indirectly occasioned by, happening through, or in consequence of alcoholism, the use of intoxicating drink or drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner; but not for drug addiction) or self-exposure to needless peril (except in an attempt to save human life); z) additional costs not notified to John Lewis Event Insurance or agreed in advance of the rearranged event.

How to make a claim

If **you** wish to claim under this Section, please contact **us** on **0330 102 2759**.

You should also read the policy and claims conditions and exclusions on pages 18-23, the how to make a claim information on page 24 and the how we settle claims information on page 25.

Section 4 Marquee cover option

This Section explains the protection provided by the Marquee cover option subject to any limits shown in this booklet and on your Schedule unless your Schedule states 'Not included'.

What is covered	What is not covered
<p>We will pay you, up to the amount shown in your Schedule for loss or damage to the marquee by any cause not specifically excluded in the 'What is not covered' column, occurring during the period of insurance.</p> <p>Cover under this Section includes cancellation/curtailment and rearrangement as a direct result of loss of or damage to the marquee.</p> <p>Cover under this Section starts from the period of hire up to a maximum of 4 days, unless agreed in writing by John Lewis Event Insurance.</p>	<ul style="list-style-type: none"> • Cover under this Section does not apply to events taking place outside the United Kingdom. • The excess shown on your Schedule of cover of each and every loss resulting from any one occurrence. • Loss or damage arising from erection and/or dismantling of any hired equipment. • Audio-visual entertainment equipment. • Any loss or damage suffered by you as a result of being deceived into knowingly parting with property. • Any damage to flooring caused by footwear. • Any loss, damage or additional cost following on from the event for which you are claiming. • Government regulation or act. • Loss or damage by theft or attempted theft from motor vehicles, unless at the time of the loss or damage: <ul style="list-style-type: none"> - someone aged 16 or over was in the motor vehicle; or - the motor vehicle was securely locked; and - force or violence were used to get into the motor vehicle; and - the items stolen were out of sight in a locked boot or locked compartment. • Theft or attempted theft from the marquee unless at the time of the loss or damage force and violence were used to get into or out of the marquee. • Loss or theft from any unattended marquee. • Any exclusion listed under Section 3 of this policy (in respect of cancellation, curtailment or rearrangement).

How to make a claim

If **you** wish to claim under this Section, please contact **us** on **0330 102 2759**.

You should also read the policy and claims conditions and exclusions on pages 18-23, the how to make a claim information on page 24 and the how we settle claims information on page 25.

Conditions and exclusions: Policy exclusions

These exclusions apply to all the options of the policy.

This insurance does not cover:

Wear and tear

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by or resulting from wear and tear, viruses, disease, depreciation, repairs necessary in the normal course of maintenance, corrosion, rusting, damp, insects, **vermin**, fungus, condensation, fading, frost or anything which happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration.

Defective construction or design

Any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

Existing and deliberate damage

Any loss, damage, liability, cost or expense of any kind occurring, or arising from an event occurring, before the **period of insurance** starts or caused deliberately by **you**.

Illegal activities

Any direct or indirect loss or damage caused as a result of the buildings being used for illegal activities.

Rot

Any loss, damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

Date change and computer viruses

Any direct or indirect loss or damage caused:

- to equipment by its failing correctly to recognise data representing a date in such a way that it does not work properly or at all; or
- by computer viruses.

Legal expenses, legal benefits and/or liability arising directly or indirectly from:

- equipment failing correctly to recognise data representing a date in such a way that it does not work properly or at all; or
- computer viruses;

but any claim for legal expenses/benefits to pursue compensation for personal injury is not excluded.

For the purposes of this exclusion:

- Equipment includes computers and anything else insured by this policy which has a microchip in it.
- Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer. Microchips include integrated circuits and microcontrollers.
- Computer viruses include any program or software which prevents any operating system, computer program or software working properly or at all.

Pollution or contamination

Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:

- a sudden unexpected incident, or
- oil or water escaping from a fixed oil or fixed water installation, and which was not the result of an intentional act,

and, which occurs during any **period of insurance**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Radioactive contamination

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

Sonic bangs

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by pressure waves from aircraft.

Terrorism

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purposes of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), 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(s) or put any section of the public in fear.

War risks

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by war, invasion or revolution.

Conditions and exclusions: Policy conditions

These are the conditions of the insurance that **you** will need to meet as **your** part of this contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

Written contracts

You must ensure that all booking arrangements are confirmed in writing for all **event** suppliers.

Taking care

You must take all reasonable steps to avoid incurring liability and prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in good repair.

Changes in your circumstances

Please call us on 0330 102 2747 to discuss any changes. **You** must tell **us** within 30 days as soon as **you** know about any of the following changes:

- **you** are going to move home permanently;
- **you** change the dates of your **event**;
- **you** change the location of your **event**;
- **you** have received a conviction for any offence except for driving.

We may re-assess **your** cover and premiums when **we** are told about changes in **your** circumstances.

If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

Fraud

If dishonesty, exaggeration or false documentation is used by **you** or anyone acting on behalf of **you** to obtain or support:

- a claims payment under **your** policy; or
- cover for which **you** do not qualify; or
- cover at a reduced premium;

all benefits under this policy will be lost, the policy may be invalid, **you** may not be entitled to a refund of premium and legal action may be taken against **you**.

Transferring your interest in the policy

You cannot transfer **your** interest in this policy to anyone else without **our** written permission.

Cancelling the policy

If **you** wish to cancel **your** policy please write to **us** at the address or call the number shown on **your** schedule. If **you** cancel the policy **you** may be entitled to a refund of premium provided that no claim has been made during the current **period of insurance**.

Cancellation by you within the first 14 days

If **you** cancel the policy within 14 days of the date **you** receive **your** policy documents, **we** will refund the premium provided no claim has been made during the current **period of insurance**.

Cancellation by you after the first 14 days

If **you** cancel the policy after 14 days of the date **you** receive **your** policy documents, no refund of premium will be made.

Where we cancel your policy

Please also refer to the Fraud condition on page 20 of this policy and to the Changes in Circumstances condition on page 20 of this policy

We may also cancel the policy where **we** have identified serious grounds, including but not limited to;

- failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this policy or any claim;
- the use or threat of violence or aggressive behaviour against **our** staff, contractors or property;
- the use of foul or abusive language;
- nuisance or disruptive behaviour

we will contact **you** at **your** last known address and, where possible, seek an opportunity to resolve the matter with **you**. Where a solution cannot be agreed between **us**, **we** may cancel the policy by giving **you** 14 days notice.

This will not affect **your** right to make a claim for any event that happened before the cancellation date. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claim has been made during the current **period of insurance**.

Financial sanctions

We shall not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy to the extent that the provision of such cover, indemnity, payment or other benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States or other country of policy issue.

If any such resolution, sanction, law or regulation takes effect during the **period of insurance we** may cancel this policy immediately by giving **you** written notice at **your** last known address.

Conditions and exclusions: Claims conditions

These are the claims conditions **you** will need to keep to as **your** part of this contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

If anything happens which might lead to a claim, what **you** must do depends on what has happened.

The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first.

When an incident occurs which may result in a claim, **you** must also read the information on 'How to make a claim' on page 24.

You should also check the information on 'How **we** settle claims' for each Section of **your** policy which covers the loss or damage, e.g. hired equipment and **event** property.

What you must do

If **you** are the victim of theft, riot, a malicious act or vandalism, tell the police immediately upon discovery and ask for a crime reference number, and tell **us** as soon as **you** can, or in the case of riot tell **us** immediately.

If someone is holding **you** responsible for an injury or any damage, **you** must not admit responsibility. Give **us** full details in writing as soon as **you** can and any claim form, application notice, legal document or other correspondence sent to **you** must be sent to **us** straightaway without being answered.

For all other claims, tell **us** as soon as **you** can.

You should do all **we** reasonably ask **you** to do to get back any lost or stolen property.

Do not throw away any damaged items before **we** have had a chance to see them, or carry out any non-emergency repairs before **we** have had a chance to inspect them.

To help **us** deal with **your** claim quickly, **we** may require additional information which may include the following:

- original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements;
- purchase dates and location of lost or damaged property;
- for damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair
- written confirmation from a doctor or other medical professional about any medical conditions that are relevant to this policy.

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

Rights and responsibilities

We may need to get into a building that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

You must not settle, reject, negotiate or offer to pay any claim **you** have made or intend to make under this policy without **our** written permission. **We** have the right, if **we** choose, in **your** name but at **our** expense to:

- take over the defence or settlement of any claim;
- start legal action to get compensation from anyone else;

- start legal action to get back from anyone else any payments that have already been made.

You must provide **us** with any information and assistance we may require about any claim. **You** must help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

When **you** call **us** **we** will advise **you** of **our** requirements, which will be either:

- ask **you** to get estimates for building repairs or replacement items; or
- arrange for the damage to be inspected by one of **our** Claims Advisors or an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- arrange for the repair or a replacement as quickly as possible.

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

Other insurance

If **you** claim under this policy for something which is also covered by another insurance policy, **you** must provide **us** with full details of the other insurance policy. **We** will only pay **our** share of any claim.

How to make a claim

The policyholder should call **us** on **0330 102 2759**.

Claims conditions require **you** to provide **us** with any reasonable assistance and evidence that may be required concerning the cause and value of any claim. Ideally, as part of the initial notification, **we** will need to know:

- **Your** name, address, home and mobile telephone numbers
- Personal details necessary to confirm **your** identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on policy liability and claim value. **We** may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements;
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair.
- Written confirmation from a doctor or other medical professional about any medical conditions that are relevant to this policy.

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

Sometimes **we** may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

How we settle claims

Matching items

We will not pay for:

- any loss of value to undamaged items in a matching set as a result of another item in the set being lost or damaged;
- replacing or changing undamaged items which belong to a set or suite or which have a common design or use when the damage is restricted to a specific part or clearly defined area. Each separate item of a matching set is regarded as a single item.

We will only pay for lost or damaged items and not for the cost of replacing, recovering or remodelling undamaged pieces, or pieces which have not been lost or damaged.

Excess

Where **you** have to pay an **excess** this will be taken off the amount of **your** claim.

How we settle claims for Hired Equipment and Event Property and Marquee cover

- 1 a. Where the damage can be economically repaired **we** will pay the cost of repair
- b. Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will replace it. If a replacement is not available **we** will replace it with an item of similar quality.
- c. Where **we** are unable economically to repair or to replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value.
- d. Where **we** can offer repair or replacement through a preferred supplier, but instead **you** request and **we** agree to pay a cash settlement, then the amount will not normally exceed what **we** would have paid **our** preferred supplier.

- 2 **We** will not pay for any loss of value to any item which **we** have repaired or replaced.
- 3 The most **we** will pay for any one claim is the amount it will cost **us** to replace all **your** items insured under the Options **you** have selected as new but not more than the sum insured or any limits shown on the schedule or in this policy wording.
- 4 If loss or damage happens and the sum insured on the schedule is less than the cost of replacing all **your** items as new **we** will, where appropriate, take off an amount for wear and tear from the cost of the new item unless the item can be economically repaired when only the cost of the repair will be paid.

Complaints procedure

Our Commitment to Customer Service

At John Lewis Insurance, we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right.

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Step 1

If your complaint relates to your policy then please contact the Customer Services number shown on page 5. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

Step 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our customer relations team will then review the matter on behalf of our Chief Executive. Once our customer relations team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint.

Our customer relations team's contact details are as follows:

Post: John Lewis Event Insurance
Customer Relations Team
PO Box 255
Wymondham
NR18 8DP

Email: www.johnlewis-insurance.com/contactus

If you are still not happy

If you are still unhappy after our customer relations team's review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

Telephone: 0800 023 4567 (free from mobile phones and landlines)
0300 123 9123 (costs no more than calls to 01 or 02 numbers)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You have 6 months from the date of our final response to refer your complaint to the Financial Ombudsman Service. This does not affect your right to take legal action, however; the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

For your protection, telephone calls may be recorded and monitored.



How we use your information

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

Who are we?

We are Royal & Sun Alliance Insurance plc (RSA), we provide commercial and consumer insurance products and services under a number of brands, such as MoreThan. We also provide insurance services in partnership with John Lewis plc.

Why do we collect and use your personal information?

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed, to send you news and offers related to our products and services.

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance (e.g. car make and model, your home).

We may need to check information you have submitted with external companies/organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury).

Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information. To service your policy, we might contact you via our website, emails, telephone

calls or post. When using these services we might record additional information, such as passwords, online identifiers and call recordings.

For some of our products, we may collect information through smart sensors to assess your insurance needs (e.g. a black box installed in your vehicle when you buy a telematics driving product, which collects and uses geo-location and driving behaviour data).

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application to us, you may provide us with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

- **Performance of contract:** We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).
- **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".

For marketing, you will always be given a choice over the use of your data.

- **Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.
- **Legitimate Interests:** We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out market research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

Where else do we collect information about you?

Where possible, we'll collect your personal information directly from you. However, on occasion we may receive details about you from other people or companies. For example, this might happen if:

- It was given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker, a family member) where you have given them the permission to do so; or
- It was supplied to us when you purchased an insurance product or service that is provided by us in partnership with other companies; or
- It was lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about

any such disclosures. If you would like some further information, please contact us.

Will we share your personal information with anyone else?

We do not disclose your information outside of RSA except:

- Where we need to check the information you gave to us before we can offer you an insurance product (e.g. reference agencies);
- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);
- Where we provide insurance services in partnership with other companies (e.g. building societies, large retailers);
- In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;
- Within our group for administrative purposes;
- As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;
- With healthcare providers in the context of any relevant claim being made against your policy;
- If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims;
- With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice,

and in doing so may rely on certain “transfer mechanisms” such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

Which decisions made about you will be automated?

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.
- **Credit Referencing** – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.
- **Smart Sensor Data Analytics** – an insurance product that collects your information using smart sensors (e.g. in car black box) to calculate your insurance risk (e.g. driving score). This may then be used to determine your policy rewards (e.g. cash back for safe driving) and to calculate your policy renewal premium.
- **Automated Claims** – some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of your claim.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided. If you wish to do so please contact us.

For how long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

- Where the personal information is used to provide you with the correct insurance cover,

which will be kept as long as it is required to fulfil the conditions of the insurance contract.

- Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent (e.g. we would stop contacting you for marketing purposes once you have asked us to).
- Where, for a limited period of time, we are using some of your information to improve the products or services we provide.
- For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

Will you be contacted for marketing purposes?

If you have agreed, we might contact you by post, email, phone and text message to let you know about offers and services we think you'll like. The messages may be personalised using information you have previously provided us.

You can ask us to stop contacting you for marketing purposes at any point.

We will only contact you for marketing purposes if we collected your information directly, except when authorised and instructed by the third-party acting on your behalf.

We may use the information which we collect about you to show you relevant advertising on third-party websites (e.g. Facebook, and Google). This could involve showing you an advertising message where through the use of cookies, we know you have browsed our products and services. If you don't want to be shown targeted advertising messages from us, you can change the advertising setting on some third-party sites and some browsers to block our adverts.

Your information is incorrect what should you do?

If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

What are your rights over the information that is held by RSA?

We understand that your personal information is important to you, therefore you may request the following from us to:

1. Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
2. Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
3. Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
4. Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
 - a. If you believe that the information we hold about you is inaccurate, or;
 - b. If you believe that our processing activities are unlawful and you do not want your information to be deleted.
 - c. Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
 - d. Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.
5. Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
 - a. Where we believe it is in the public interest to use your information in a particular way, but you disagree.

- b. Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

Our Privacy Notice

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

How you can contact us about this Privacy Notice?

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer
RSA
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

You may also email us at crt.halifax@uk.rsagroup.com.

How you can lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to crt.halifax@uk.rsagroup.com or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with UK Data Protection laws, you may lodge a complaint to the Information Commissioner's Office, whose contact details are;

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

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