

US CANCELLATION INSURANCE WORDING

Subject always to the terms, conditions, limitations and exclusions contained herein or endorsed hereon this Insurance is to indemnify You for Your irrecoverable Expenses should any Insured Event(s) specified in the Schedule be necessarily Cancelled, Abandoned, Postponed, Interrupted or Relocated, in whole or in part, which necessary Cancellation, Abandonment, Postponement, Interruption or Relocation is the sole and direct result of any cause beyond Your control and the Participant therein.

This Insurance also indemnifies You for proven additional costs or charges reasonably and necessarily paid by You to avoid or diminish a loss herein insured.

This Insurance is subject to the deductible(s) stated in the Schedule, which shall be borne by You.

Our maximum liability shall not exceed the Limit of Indemnity stated in the Schedule for the relevant Insured Event nor the aggregate Limit of Indemnity stated in the Schedule.

DEFINITIONS

Abandonment/Abandoned - the inability to complete any or all of the Insured Event(s) once commenced.

Cancellation/Cancelled - the inability to proceed with any or all of the Insured Event(s) prior to commencement.

Deductible - the amount of any claim for which You are responsible, as detailed on Your schedule.

Expenses - the total of all costs and charges which You would have incurred in organising, running and providing services for the Insured Event(s) had a loss not occurred.

Interruption/Interrupted – Your inability to keep open the whole or any part of the Insured Event(s) after opening, followed by the reopening thereof.

Participant - any party who performs or would perform any essential function needed for the successful fulfilment of the Insured Event(s).

Postponement/Postponed - the unavoidable deferment of any or all of the Insured Event(s) to another time.

Proposer - the person in whose name the Policy is issued as shown in the Schedule.

Relocation/Relocated - the unavoidable removal of the Insured Event(s) to another Venue.

Venue - the place(s) stated in the Schedule where the Insured Event(s) is to be held.

We/Our/Us - the Insurer issuing the policy below, as indicated in the schedule.

You/Your - the person or company named as the Proposer in the schedule.

CONDITIONS PRECEDENT

It is a condition precedent to Our liability that You have:

1. truthfully declared all material facts likely to influence a reasonable Underwriter in determining:
 - a) whether or not to accept the risk or any subsequent amendment,
 - b) the premium,
 - c) the conditions, exclusions and limitations,having diligently made all necessary inquiries to establish those facts.
2. no knowledge at inception, of any undisclosed matter, fact or circumstance, actual or threatened, that increases or could increase the possibility of a loss under this Insurance.
3. paid the premium due in accordance with the conditions of the quotation.
4. declared that all information contained in the online Proposal Form or supplied to support such proposal or other application for this Insurance is in all respects true and complete and unchanged at the inception of this Insurance. Further You agree that all such information is material, such items form the basis of this Insurance and are incorporated herein.
5. an obligation to rearrange Cancelled or Abandoned Insured Event(s) to another time in order to avoid or diminish a loss herein insured.

WARRANTIES

It is warranted that You shall:

1. observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
2. make all necessary arrangements for the successful fulfilment of the Insured Event(s) in a prudent and timely manner.
3. ensure that all necessary contractual arrangements have been made and confirmed in writing with You and that all necessary authorisations, (which for the avoidance of doubt shall include, but not be limited to, the obtaining of licences, permits, visas, copyright and patents) are obtained in a timely manner and valid for the period of the Insured Event(s).

EXCLUSIONS

This Insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from:

1. non-appearance of individual: members, officials, speakers, teams, players, performers, performing groups, Participants, exhibitors or guests.

2. Your lack of care, diligence or prudent behaviour, the result of which would increase the risk, and/or likelihood of a loss, hereunder.
3. any contractual dispute or breach by You.
4. alterations or variance of Insured Event(s) without Our prior approval.
5. adverse weather in respect of outdoor events and events in temporary structures.
6. loss or damage which is insured by, or would but for the existence of this policy be insured by, any other policy;
7. any work being carried out by builders or other contractors which renders the Venue or its facilities unusable in whole or in part, unless such work is unknown to You at the inception of this Insurance or at the time of making the booking whichever is the later.
8. Expenses which have not been declared to and agreed by Us.
9. any reduction in attendance that is not specifically attributable to the necessary Cancellation, Abandonment, Postponement, Interruption, or Relocation.
10. Any admissions of liability or payments made by You without Our written consent following any event likely to give rise to a claim under this policy.
11. any fraud, misrepresentation or concealment by You.
12. actual or threatened war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
13. civil commotion assuming the proportions of or amounting to a popular uprising, riot, martial law or the act of any lawfully constituted authority in the furtherance of maintaining public order.
14. seizure or destruction under quarantine or customs regulations, confiscation, nationalisation or requisition or destruction of or damage to property, by or under the order of any government or public or local authority, or the handling of contraband or the engaging in illicit trade or transportation.
15. any order for repatriation, internment, imprisonment, deportation or the refusal of permit to enter any country where the Insured Event(s) is to be held which is the subject of this Insurance.
16. any loss arising directly or indirectly from nuclear reaction, radioactive escape or contamination;
17. seepage and/or pollution and/or contamination unless it is discovered during the period of this Insurance and is a direct cause of a loss hereunder.
18.
 - 18.1 withdrawal, insufficiency or lack of finance howsoever caused,
 - 18.2 the financial failure of any venture,
 - 18.3 lack of or inadequate receipts, sales or profits of any venture,
 - 18.4 variations in the rate of exchange, rate of interest or stability of any currency,
 - 18.5 financial default, insolvency, or failure to pay of any person, corporation or entity,

- all (18.1 to 18.5) whether a party to this Insurance or otherwise.
19. 19.1 lack of or inadequate response or inadequate financial or other support or withdrawal of such support by any party,
 - 19.2 lack of or inadequate attendance or insufficient interest prior to the date and time scheduled for any Insured Event.
 20. loss or damage due to Your voluntary action due to any actual act of terrorism, unless the terrorist act results in physical damage to the Venue.
 21. loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

GENERAL CONDITIONS

1. We are liable only if We have received the correct premium before the start of the period of insurance. This insurance is non-cancellable, except in the non-payment of premium, and no premium can be refunded.
2. You must observe and fulfil the terms, conditions and endorsements of the policy otherwise We will not be liable under the policy.
3. You must not mis-state or omit or conceal a material fact from the proposal for this insurance or when claiming against it. Otherwise We reserve the right to void the policy and We will not return the premium.
4. This policy may be not be assigned to any third party without Our consent.
5. Any terms of this policy which do not conform to the statutes of the State where this policy is issued will be amended to conform to the statutes of that State.
6. You shall maintain adequate records and all claims must be backed up by receipts for insured items or any costs incurred.
7. We reserve the right to pursue an action for recovery from any party, whether before or after payment of a loss, at Our sole discretion and in Your name or otherwise. In the event of any payment under this Insurance, We shall be subrogated to the extent of such payment to all Your rights of recovery and You shall execute all papers required and shall do everything that may be necessary to secure such rights.
8. Following the payment of any losses We reserve the right retain the goods or services and deal with the salvage in any reasonable manner.
9. We will pay any valid and adjusted claim within 30 days of the receipt of the Statement of Loss and the required supporting information.
10. You must notify Us immediately of any change in circumstances relevant to this policy. We reserve the right to alter the terms of Your policy once We are notified of such changes.
11. If this policy form is amended to give additional coverage for which no additional premium is charged then Your coverage will be automatically enhanced at the time the amendment is introduced. If an

additional premium is charged for the amendment then You will be given the option to enhance Your coverage on the payment of the additional premium.

12. You shall at all times do and concur in doing all things necessary to avoid or diminish a loss under this Insurance.
13. It is understood and agreed that no other insurance shall be effected by You to protect the interest insured hereunder without Our prior written approval. In the event that such other insurance is effected, We reserve the right to amend the terms and conditions of this Insurance.
14. You shall maintain insurance adequate to cover the full value of a total loss of Expenses for each Insured Event, without any allowance for recoveries, savings or waivers. Should You fail to do so then We will not be liable for a greater proportion of any loss covered hereunder than the Limit of Indemnity bears to the full value of a total loss of Expenses for the relevant Insured Event.
15. The premium and any expense incurred in the formulation of a claim hereunder shall not be recoverable items.
16. No suit shall be brought upon this Insurance unless You have complied with all the provisions of this Insurance and has commenced suit within twelve months after the loss occurs.
17. If any dispute arises under the policy it may be referred to an arbiter to be appointed by the parties in accordance with the rules of the American Arbitration Association. This provision for arbitration adds to Your legal rights and does not replace them. The arbitrators may grant the reimbursement of its costs and legal fees to the prevailing party.
18. It is agreed that in the event of Our failure to pay any amount claimed to be due hereunder, We will, at Your request, submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Our rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon Messrs. Mendes and Mount, Citicorp Plaza, 725 South Figueroa Street, Suite 1990, Los Angeles, California 90017, USA, and that in any suit instituted against any one of them upon this contract, We will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorised and directed to accept service of process on Our behalf in any such suit and/or upon Your request to give a written undertaking to You that they will enter a general appearance upon Our behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, We hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by You or on Your behalf or any beneficiary hereunder arising out of this contract of insurance and hereby designate the above-named as the person to whom the said officer is authorised to mail such process or a true copy thereof.

MAKING A CLAIM

On discovering any loss, destruction or damage giving rise or likely to give rise to a claim under the policy You must:

- a) give full details as soon as possible to Abacus Insurance Brokers, Inc.;
- b) tell the police immediately if any law has been broken;
- c) co-operate fully and truthfully and immediately give the Loss Adjuster any information that is needed;
- d) send the Loss Adjuster, within 60 days of the loss occurring, a fully completed and signed Statement of Loss including all supporting information required by the Loss Adjuster to substantiate the claim.

PRIVACY STATEMENT

We want You to know how we protect the confidentiality of your non-public personal information. We want You to know how and why we use and disclose the information that we have about You. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name and address
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only Our employees and others who need the information to service Your account have access to Your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in Our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how We protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVERSE WEATHER ENDORSEMENT

Exclusion 5. is replaced as follows:

5. adverse weather in respect of outdoor events and events in temporary structures, unless the weather conditions:

a) occur on the day(s) of the event and which are deemed by the event organiser on the date of the Event to pose a serious threat to the safety of those attending the Event

and/or

b) occur during the Policy Period and which result in conditions which the Local Authority consider pose a serious threat to the safety of those attending the Event

and/or

c) occur during the Policy Period and which prevent You or the event organiser from undertaking the necessary set up to enable the event to proceed due to

- (i) concern for the safety of those responsible for the necessary set up, or
- (ii) reasons of physical impossibility.

In any claim and/or action, suit or proceedings to enforce a claim for a loss hereunder the burden of proving that the loss results from Adverse Weather shall fall upon You.

This endorsement only applies if weather coverage is not indicate as excluded on the declaration page of this Policy.

This endorsement is attached if coverage is bound at least 7 days prior to the effective date.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERED STAGE WARRANTY

It is warranted that the stage area is covered from three sides and above and that all electrical equipment and wiring is protected from the effects of the weather.

SAMPLE

This endorsement is attached for outdoor events that have a stage, such as an outdoor concert.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERED EVENT WARRANTY

It is warranted that the event is covered from three sides and above and that all electrical equipment and wiring is protected from the effects of the weather.

SAMPLE

This endorsement is attached for certain types of outdoor events.