

Insurance Policy

Contingency Cancellation and Abandonment Insurance

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The Insured has applied to the Zurich Insurance Company ('The Company') for this insurance and in consideration of the payment by or on behalf of the Insured of the premium specified in the schedule for our proportion, to indemnify the Insured, to the extent and in the manner provided in this Policy.

In witness whereof I being a representative of the Company have hereunto subscribed my name
this _____ day of _____

Signed for and on behalf of the
Zurich Insurance Company (UK branch)

The Insured is requested to read this Policy and if it is incorrect, return it immediately for alteration.
In all communications the Policy Number appearing in the Schedule should be quoted.

Section I

Insuring clause

1.1 Subject always to the terms, conditions, limitations and exclusions contained herein or endorsed hereon this Insurance is to indemnify the Insured for their Ascertained Net Loss 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 the control of the Insured and the Participant therein.

This Insurance also indemnifies the Insured for proven additional costs or Charges reasonably and necessarily paid by the Insured 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 the Insured.

The maximum liability of the Company shall not exceed the Limit of Indemnity stated in the schedule for the relevant Insured Event nor the Limit of Indemnity stated in the Schedule.

Section II

Definitions

- 2.1 Ascertained Net Loss means such sums in excess of any deductible stated in the Schedule as represents:
- 2.1.1 that part of the Expenses that have been irrevocably expended in connection with the Insured Event(s), less such part of the Gross Revenue received or receivable less any savings the Insured is able to effect to mitigate such loss and
 - 2.1.2 the reduction in Profit (when Profit is insured and stated in the Schedule) which the Insured can satisfactorily prove would have been earned had the Insured Event(s) taken place.
- 2.2 Gross Revenue means all monies that would have been paid or payable to the Insured from every source arising out of the Insured Event(s) had a loss not occurred.
- 2.3 Expenses means the total of all costs and charges which would have been incurred by the Insured in organising, running and providing services for the Insured Event(s) had a loss not occurred.
- 2.4 Profit (when insured) means the amount by which Gross Revenue exceeds Expenses.
- 2.5 Cancellation or Cancelled means the inability to proceed with any or all of the Insured Event(s) prior to commencement.
- 2.6 Abandonment or Abandoned means the inability to complete any or all of the Insured Event(s) once commenced.
- 2.7 Postponement or Postponed means the unavoidable deferment of any or all of the Insured Event(s) to another time.
- 2.8 Interruption or Interrupted means the inability of the Insured to keep open the whole or any part of the Insured Event(s) after opening, followed by the reopening thereof.
- 2.9 Relocation or Relocated means the unavoidable removal of the Insured Event(s) to another Venue.
- 2.10 Participant means any party who performs or would perform any essential function needed for the successful fulfilment of the Insured Event(s).
- 2.11 Venue means the place(s) stated in the Schedule where the Insured Event(s) are to be held.

Section III

Conditions precedent

It is a condition precedent to the liability of the Company that the Insured has:

3.1 truthfully declared all material facts likely to influence a reasonable Underwriter in determining:

3.1.1 whether or not to accept the risk or any subsequent amendment,

3.1.2 the premium,

3.1.3 the conditions, exclusions and limitations,

having diligently made all necessary inquiries to establish those facts.

3.2 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.

3.3 paid the premium due in accordance with the written conditions of quotation contained in the Proposal Form and/or in the ensuing quotation.

3.4 declared that all information contained in the written 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 the Insured agrees that all such information is material, such items form the basis of this Insurance and are incorporated herein

3.5 an obligation to rearrange Cancelled or Abandoned Insured Event(s) to another time in order to avoid or diminish a loss herein insured.

Section IV

Warranties

It is warranted that the Insured shall:

- 4.1 observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
- 4.2 make all necessary arrangements for the successful fulfilment of the Insured Event(s) (which for the avoidance of doubt shall include, but not be limited to, the provision of sufficient allowances for travel time, set up and/or rehearsal time) in a prudent and timely manner.
- 4.3 ensure that all necessary contractual arrangements have been made and confirmed in writing with the Insured 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).

Section V

General conditions

- 5.1 Any fraud, misstatement or concealment in the information provided or in the making of a claim or otherwise howsoever, shall render all claims hereunder forfeit.
- 5.2 The Insured shall at all times do and concur in doing all things necessary to avoid or diminish a loss under this Insurance.
- 5.3 This Insurance and Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Insurance or Schedule shall bear such meaning wherever it may appear.
- 5.4 The Insured shall observe and fulfil the terms and conditions contained herein or endorsed hereon.
- 5.5 It is understood and agreed that no other insurance shall be effected by the Insured to protect the interest insured hereunder without the prior written approval of the Company. In the event that such other insurance is effected, the Company reserves the right to amend the terms and conditions of this Insurance.
- 5.6 The Insured shall maintain insurance adequate to cover the full value of a total loss of Expenses (and Profit if insured) for each Insured Event, without any allowance for recoveries, savings or waivers. Should the Insured fail to do so then the Company 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 (and Profit if insured) for the relevant Insured Event.
- 5.7 The premium and any expense incurred in the formulation of a claim hereunder shall not be recoverable items.
- 5.8 The premium being prepaid and this Insurance non-cancellable there can be no return of premium unless otherwise stated in the Schedule.
- 5.9 The Insured shall maintain adequate records in connection with the subject matter insured hereunder.
- 5.10 All salvage, recoveries and payments due to the Insured will be applied as if recovered or received prior to settlement of the loss and all necessary adjustments will be made by the parties involved.
- 5.11 The Company reserves the right to pursue an action for recovery from any party, whether before or after payment of a loss, at their sole discretion and in the name of the Insured or otherwise. In the event of any payment under this Insurance, the Company shall have subrogation to the extent of such payment to all the Insured rights of recovery and the Insured shall execute all papers required and shall do everything that may be necessary to secure such rights.
- 5.12 No suit shall be brought upon this Insurance unless the Insured has complied with all the provisions of this Insurance and has commenced suit within twelve months after the loss occurs.
- 5.13 This Insurance may not be assigned in whole or in part without the prior written consent of the Company.
- 5.14 If the Loss Payee is other than the Insured, all claim payments due under the terms and conditions of this Insurance shall be made payable to the party(s) detailed in the Schedule as Loss Payee(s). Payment of such losses by the Company to the Loss Payee(s) shall be a sufficient and complete discharge of all of the Company's obligations to the Insured and Loss Payee(s) in connection with said loss (es).
- 5.15 In the Proposal Form the Insured had the choice of law and jurisdiction to apply. Unless the Insured requested and the Company agreed otherwise in writing this Insurance is to be governed and construed in accordance with the laws of England and Wales whose courts shall have jurisdiction.

Section VI

Exclusions

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

- 6.1 non-appearance of individual: members, officials, speakers, teams, players, performers, performing groups, participant, exhibitors or guests.
- 6.2 the Insured's lack of care, diligence or prudent behaviour, the result of which would increase the risk, and/or probability of a loss, hereunder.
- 6.3 any contractual dispute or breach by the Insured.
- 6.4 alterations or variance of Insured Event(s) without the prior approval of the Company.
- 6.5 adverse weather in respect of outdoor events.
- 6.6 any Event(s) in the open or under canvas or in a temporary structure unless expressly agreed by the Company in writing.
- 6.7 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 the Insured at the inception of this Insurance or at the time of making the booking whichever is the later.
- 6.8 Expenses which have not been declared to and agreed by the Company.
- 6.9 any reduction in attendance that is not specifically attributable to the necessary Cancellation, Abandonment, Postponement, Interruption, or Relocation.
- 6.10 the Insured failing to:
 - 6.10.1 observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
 - 6.10.2 make all necessary arrangements for the successful fulfilment of the Insured Event(s) (which for the avoidance of doubt shall include, but not be limited to, the provision of sufficient allowances for travel time, set up and/or rehearsal time) in a prudent and timely manner.
 - 6.10.3 ensure that all necessary contractual arrangements were made and confirmed in writing with the Insured 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) be obtained in a timely manner and valid for the period of the Insured Event(s).
- 6.11 any fraud, misrepresentation or concealment by the Insured.
- 6.12 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.
- 6.13 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.
- 6.14 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.
- 6.15 the operation of any statute or law providing for compulsory national service.
- 6.16 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.

6.17

6.17.1 ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,

6.17.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

6.18 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.

6.19

6.19.1 withdrawal, insufficiency or lack of finance howsoever caused,

6.19.2 the financial failure of any venture,

6.19.3 lack of or inadequate receipts, sales or profits of any venture,

6.19.4 variations in the rate of exchange, rate of interest or stability of any currency,

6.19.5 financial default, insolvency, or failure to pay of any person, corporation or entity,

all **6.19.1** to **6.19.5** whether a party to this Insurance or otherwise.

6.20

6.20.1 lack of or inadequate response or inadequate financial or other support or withdrawal of such support by any party,

6.20.2 lack of or inadequate attendance or insufficient interest prior to the date and time scheduled for any Insured Event.

6.21 any happening which is insured by or would, but for the existence of this Insurance, be insured by any other insurance(s) except for any excess beyond the amount which would have been payable under such other insurance(s) had this Insurance not been effected.

Section VII

Claims procedure

It is a condition precedent to the liability of the Company that in the event of any happening or circumstance that could give rise to a claim under this Insurance, the Insured shall:

7.1

- 7.1.1 as a matter of urgency give notice by the most expeditious means of the happening of any circumstance, to the person(s) designated in the attached Schedule;
- 7.1.2 confirm the facts in writing as soon as possible, with as much information as available;
- 7.1.3 make no admission of liability without the prior written consent of the Company.
- 7.1.4 take all steps to minimise or avoid any loss hereunder;
- 7.1.5 provide the Company or their appointed representatives with:
 - I all necessary assistance in a timely manner,
 - II all information required,
 - III all documentation and records necessary to establish and assess indemnity hereunder and copies or extracts as may be required;
- 7.1.6 prove the loss to the satisfaction of the Company;
- 7.1.7 forward immediately to the Company or their representatives any letter, writ or other document received in connection with any claim made under this Insurance.

- 7.2 as often as may be reasonably required submit to examination under oath on all matters connected with a claim, by any person named by the Company at such reasonable time and place as may be designated by the Company or their representatives.

So far as is in their power the Insured shall cause their employees and all other Persons interested in the Insured Event(s), to comply with the foregoing.

No such examination under oath or examination of books or documents, nor any other act of the Company or their representatives in connection with any Investigation hereunder, shall be deemed a waiver of any defence which the Company might otherwise have. All such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability.

- 7.3 as soon as is practicable render a signed and sworn proof of loss to the Company or their representative to substantiate the occurrence, nature, cause and amount of loss claimed under this Insurance.
- 7.4 allow the Company the right, if they so wish, to:
 - 7.4.1 take such steps as they deem necessary to prevent, mitigate or minimise a loss,
 - 7.4.2 take over and conduct the defence or settlement of claims made against the Insured that are covered by this Insurance,
 - 7.4.3 pursue all rights or remedies available to the Insured whether or not payment has been made hereunder.

- 7.5 should you need to make a claim, please contact your insurance intermediary. Alternatively, if you do not have an intermediary please contact your normal Zurich contact at the following address/telephone number:

Zurich Global Corporate UK Limited
The London Underwriting Centre
3 Minster Court
Mincing Lane
London
EC3R 7DD

Tel: 020 7617 4242

Section VIII

Complaints procedure

Zurich is committed to providing a high level of service to all its customers. However, if you have any cause for complaint you should in the first instance, contact either your broker or us directly.

If the matter is not resolved to your satisfaction, please contact the Director of Underwriting and Manufacturing.

You can telephone 020 7617 4242.

Or write to:

Director of Underwriting and Manufacturing
Zurich Global Corporate UK Limited
London Underwriting Centre
3 Minster Court
Mincing Lane
London EC3R 7DD

If you are still not satisfied, please contact the Managing Director's Office.

You can telephone 020 7617 4242.

Or write to:

Managing Director
Zurich Global Corporate UK Limited
London Underwriting Centre
3 Minster Court
Mincing Lane
London EC3R 7DD

A member of the Managing Director's Office will respond to your complaint and offer resolution wherever possible. Written complaints will be acknowledged within one working day of receipt. If after four weeks you have had no contact, a letter of explanation will be issued.

If you are still not happy with the way we have dealt with your complaint you may be eligible to have your case reviewed by the Financial Ombudsman Service.

This is a free and impartial service available only to some small businesses, with a turnover of £1million (Euro 1.5 million*) or less.

You can telephone: 0845 080 1800

or email: enquiries@financial-ombudsman.org.uk

Or write to:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

You are entitled to refer to the Financial Ombudsman Service at any stage of your complaint. Your legal rights are unaffected.

*At an exchange rate of 1GBP = 1.5 EUR

DRAFT FOR COMMENT

Zurich Global Corporate UK

London Underwriting Centre, 3 Minster Court, Mincing Lane, London EC3R 7DD, England. Website: www.zurich.co.uk/corporate

Zurich Global Corporate UK is a trading name for the following companies:

Zurich Global Corporate UK Limited

Registered in England and Wales No. 3206157. Registered Office: The Zurich Building, 90 Fenchurch Street, London, EC3M 4JX.

Zurich Insurance Company*

A limited company incorporated in Switzerland. Registered in the canton of Zurich No. CH-020.3.929.583-0.

UK Branch registered in England and Wales No. BR105. Registered Office: Mythenquai 2, 8022 Zurich, Switzerland.

Head Office in the UK: Zurich House, Stanhope Road, Portsmouth, Hampshire, PO1 1DU.

Zurich Insurance Ireland Limited**

A limited company incorporated in the Republic of Ireland, Registered No. 13460. UK Branch registered in England and Wales No. BR7985.

Registered Office: Eagle Star House, Ballsbridge Park, Dublin 4.

Head Office in the UK: The Zurich Building, 90 Fenchurch Street, London EC3M 4JX.

Zurich International UK) Limited*

Registered in England and Wales No. 41334. Registered Office: Zurich House, Stanhope Road, Portsmouth, Hampshire, PO1 1DU.

* Authorised and regulated by the Financial Services Authority.

** Authorised and regulated by the Irish Financial Services Regulatory Authority and regulated by the Financial Services Authority for the conduct of UK business.



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