

## **Event Insurance Condition 06.5**

### **Section 5 Extreme weather influences**

#### **Article 1 Definitions**

##### **1.1 Temporary weather condition**

A weather condition lasting for a maximum of 12 consecutive hours.

##### **1.2 Precipitation**

Precipitation like rainfall, hail and/or snowfall during the time the policy is at risk that exceeds the (maximum) quantity specified for that time. The registered quantity of melt water shall determine the quantity of hail or snowfall.

##### **1.3 Torrential rains**

Rainfall exceeding a quantity of 25 millimetres per hour.

##### **1.4 Fierce gale**

Gusts of wind with an average speed during 10 minutes exceeding 62 km/h (17.2 m/s; force 8 Beaufort);

##### **1.5 Storm**

A local/regional momentary weather condition with torrential rains and/or fierce gale. The minimal wind-force is 8 Beaufort.

##### **1.6 Extreme weather conditions**

Extreme weather conditions are momentary weather conditions accompanied by torrential rains and/or storms. The assessment by the main station of the KNMI (Royal Dutch Meteorological Institute) or Meteo Consult situated closest to the location of the event, shall be binding.

##### **1.7 Cancellation**

In case prior to the appointed commencement of the event it is made known that the event can not take place.

##### **1.8 Postponement/interruption**

In case the event will be postponed to a later time or temporarily interrupted.

##### **1.9 Cancellation**

In case, following commencement, the event is to be cancelled prior to the agreed time of ending.

#### **Article 2 Definition of cover**

##### **Article 2.1 Scope of cover**

Covering damage incurred by the Assured as a result of the event as described in the policy

- a. not being able to take place;
- b. being postponed;
- c. being temporarily interrupted
- d. being ended prior to the agreed time due to extreme weather conditions occurring during the time the policy was at risk and
  1. according to the organizer of the event and/or local authorities constitute a serious threat to the safety of the ones attending the event and/or

2. made it impossible for Insurant or the organiser of the event to take necessary measures for continuation of the event due to
  - a. personal hazard of the ones responsible for the measures to be taken and/or
  - b. physical unfeasibility

## **Article 2.2 Expenses covered**

Insurer will reimburse up to the maximum sum insured:

### **2.2.1 Cancellation**

- a. the necessary costs and expenses made and/or due on the moment the cancellation becomes necessary;
- b. the extra costs due to the cancellation of preparations made

### **2.2.2 Postponement/interruption**

- a. costs due to the postponement or interruption;
- b. the extra costs necessary to have the event take place at a moment after the postponement
- c. in case of temporary interruption, the costs as described under 2.3 for the time the event lasted less than the time originally determined

### **2.2.3 Premature ending**

The costs mentioned under 2.1 inasmuch as being related to the period during which the event did not take place.

## **Article 3 Exclusions**

**3.1** Insurer is not held to indemnify for weather conditions bearing the nature of a natural disaster or causing such damage to buildings or other structures in which the event takes place, that the event can not take place.

This exclusion subject to inclusion of Section 2 Expenses.

## **Article 4 Damage.**

### **Article 4.1 Calculation of claim**

**4.1.1** Insurer compensates in case of damage covered the costs and expenses as mentioned under article 2.2 Expenses Covered as well as extra costs under subtraction of the possible receipts up to the maximum sum insured.

**4.1.2** receipts understood to be gate receipts added to which all other monies received for example from hiring out stands, financial aid, advertisements, sponsoring, etc. under subtraction of taxes due as well as monies that are to be returned as a result of circumstances as described in the scope of cover.

**4.1.3** Attribution of costs made for the period of time during which the event indeed took place shall be in the proportion of interest for that period of time related to the anticipated interest for the total duration of the event.

### **Article 4.2**

Aside from the contents of chapter Claims of the General Conditions insurant is to prove that the damage came about by extreme weather conditions. Insurant must produce all available claim documents amongst which

1. original invoices related to the estimate,
2. survey report or any other document serving to prove the volume of the claim and cause of the damage
3. weather report of the main station of the KNMI (Royal Dutch Meteorological Institute) and/or Meteo Consult, nearest to the location of the event.

4. a written statement of the local authorities and/ or photographs and/or video recordings revealing the severity of the extreme weather conditions.