



Wordings Cancellation & Non-Appearance 2022



# **1. INSURING CLAUSE**

Subject always to the terms, conditions, limitations and exclusions contained herein or endorsed hereon:

1.1 This Contract of Insurance is to indemnify the Insured for their Ascertained Net Loss arising should any Insured Event(s) being necessarily Cancelled, Abandoned, Postponed, Interrupted, Curtailed or Relocated.

Provided that:

- 1.1.1 the necessary Cancellation, Abandonment, Postponement, Interruption, Curtailment or Relocation is due to circumstances which occur during the Period of Insurance and which are beyond the control of the Insured, and
- 1.1.2 such circumstances are not due to a cause otherwise excluded herein
- 1.2 This Contract of Insurance also indemnifies the Insured for proven additional costs or charges reasonably and necessarily paid by the Insured to avoid or diminish a loss payable hereunder including but not limited to rescheduling of the Insured Event(s), to the extent that such additional costs or charges do not exceed the amount of loss thereby avoided or diminished.
- 1.3 The Underwriter's maximum liability shall not exceed the Event Cancellation Limit stated in the Schedule for the relevant Insured Event(s).

# 2. DEDUCTIBLE

This Contract of Insurance is not subject to a Deductible unless endorsed hereon, and which shall be retained by the Insured at their own risk and uninsured.

# **3. DEFINITIONS**

- 3.1 Abandonment or Abandoned means the inability to complete the Insured Event(s) once commenced.
- 3.2 Adverse Weather is defined as extreme weather conditions which:
  - 3.2.1 occur on the day(s) of the Insured Event(s) and which are deemed by the organiser of the Insured Event(s) on the date of the Insured Event(s) to pose a serious threat to the safety of those attending the Insured Event(s), and/or
  - 3.2.2 occur during the Period of Insurance and which result in conditions which the local authority consider to pose a serious threat to the safety of those attending the Insured Event(s), and/or
  - 3.2.3 occur during the Period of Insurance and which prevent the Insured or the organiser of the Insured Event(s) from undertaking the necessary set up to enable the Insured Event(s) to proceed due to:
    - a. concern for the safety of those responsible for the necessary set up, or
    - b. reasons of physical impossibility.

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

- 3.3 Ascertained Net Loss means such amount in excess of any deductible endorsed hereon as represents:
  - 3.3.1 Expenses which have been irrevocably expended in connection with the Insured Event(s) which have been necessarily Cancelled, Abandoned, Postponed, Interrupted, Curtailed or Relocated, less such part of the Gross Revenue retained less any savings the Insured is able to effect to mitigate such loss and

- 3.3.2 the reduction in Net Profit (when Net Profit is insured and stated in the Schedule) which the Insured can demonstrate to the Underwriters would have been earned had the Insured Event(s) taken place.
- 3.4 Cancellation or Cancelled means the inability to proceed with the Insured Event(s) prior to commencement.
- 3.5 **Communicable Disease** means any disease capable of being transmitted from any organism to another organism by means of any substance or agent.
- 3.6 **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
- 3.7 **Curtailment or Curtailed** means the unavoidable partial closure of the Insured Event(s)
- 3.8 **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, involving access to, processing of, use of or operation of any Computer System.

## 3.9 Cyber Incident means:

- 3.9.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- 3.9.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 3.10 **Expenses** means the total of all costs and charges which would have been incurred by the Insured in organizing, running and providing services for the Insured Event(s) had a loss not occurred.
- 3.11 **Gross Revenue** means all monies declared to and accepted by the Underwriters which would have been paid or payable to the Insured arising out of the Insured Event(s) had a loss not occurred.
- 3.12 **Insured Event(s)** means the event(s) stated in the Schedule.
- 3.13 **Interruption or Interrupted** means the inability of the Insured to keep open the Insured Event(s) after opening, followed by the reopening thereof.
- 3.14 Net Profit (when insured and stated in the Schedule) means the amount by which Gross Revenue exceeds Expenses.
- 3.15 **Participant** means any party who is contracted by the Insured to perform a function critical to successful fulfilment of the Insured Event(s).
- 3.16 **Period of Insurance** means that period specified in the Schedule.
- 3.17 **Postponement or Postponed** means the unavoidable rescheduling of the Insured Event(s) to another time.
- 3.18 **Relocation or Relocated** means the unavoidable removal of the Insured Event(s) to another location.
- 3.19 **Terrorism** means an unlawful act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or

similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

## **4. CONDITIONS PRECEDENT**

It is a condition precedent to any liability of the Underwriters that:

- 4.1 the Insured has paid the premium due in accordance with terms set out in the Schedule,
- 4.2 the Insured has no knowledge at the inception of this Contract of Insurance, of any undisclosed matter, fact or circumstance, actual or threatened, which increases or could increase the possibility of a loss under this Contract of Insurance, and
- 4.3 the Insured will at all times do all things necessary to avoid, diminish or otherwise mitigate a loss under this Contract of Insurance including, where appropriate, rescheduling of the Insured Event(s).

Failure to comply with any of the above Conditions Precedent means Underwriter's liability under this Contract of Insurance is discharged, meaning Underwriters would not be liable to pay any claim which would otherwise be covered under this Contract of Insurance.

## **5. WARRANTIES**

It is warranted that the Insured shall:

- 5.1 observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
- 5.2 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.
- 5.3 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).

If the Insured breaches a warranty in this Contract of Insurance, the Underwriter's liability under the contract shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Underwriters will have no liability to the Insured for any loss which occurs, or which is attributable to a breach of any of the above warranties.

# 6. GENERAL CONDITIONS

- 6.1 This Contract of Insurance, the Schedule and any endorsements hereto 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 Contract of Insurance, the Schedule or any endorsement hereto shall bear such meaning wherever it may appear.
- 6.2 No other insurance shall be effected by the Insured to protect the interest insured hereunder without the prior written approval of the Underwriters. In the event that such other Insurance is effected, this Contract of Insurance will pay any valid claims in excess of the amount covered by such other insurance.
- 6.3 The premium for this Contract of Insurance and any cost or charge incurred in the formulation of a claim here under shall not be part of any Ascertained Net Loss and shall not be recoverable items.
- 6.4 This Contract of Insurance is non-cancellable by either party, other than by the Underwriters in the event of non-payment of premium and there can be no return of premium unless otherwise stated in the Schedule.
- 6.5 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.
- 6.6 The Underwriters reserve 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 Contract of Insurance, the Underwriters shall be subrogated to the extent of such payment to all the Insured's rights of recovery and the Insured shall execute all papers required and shall do everything that may be necessary to secure such rights.

- 6.7 No suit shall be brought upon this Contract of Insurance unless the Insured has complied with all the provisions of this Contract of Insurance and has commenced suit within twelve months after the loss occurs save that this clause shall not apply to any claim for breach of any term implied by law that the Underwriters must pay any sums due under this Contract of Insurance within a reasonable time.
- 6.8 This Contract of Insurance and the coverage provided hereunder may not be assigned in whole or in part without the prior written consent of the Underwriters.
- 6.9 The loss payee is the Insured, unless otherwise agreed by the Underwriters. All claim payments due under the terms and conditions of this Contract of Insurance shall be made payable to the loss payee. Payment of such losses by the Underwriters to the loss payee(s) shall be a sufficient and complete discharge of all of the Underwriter's obligations to the Insured and loss payee(s) in connection with said loss(es).
- 6.10 Unless the Insured requested and the Underwriters agreed in writing, and/or specified in the Schedule this Contract of Insurance is mutually agreed to be governed and construed in accordance with the laws of the country / state / province of jurisdiction as stated in the Schedule, whose courts shall have exclusive jurisdiction.
- 6.11 The Insured shall observe and fulfil the terms and conditions contained herein or endorsed hereon.
- 6.12 The Insured shall maintain insurance adequate to cover the full value of a total loss of Expenses (and Net Profit if insured) for each Insured Event, without any allowance for recoveries, savings or waivers. Should the Insured fail to do so then the Underwriters will not be liable for a greater proportion of any loss covered hereunder than the Insured Event Cancellation Limit bears to the full value of a total loss of Expenses (and Net Profit if insured) for the relevant Insured Event(s).
- 6.13 The Insured shall maintain adequate records in connection with the subject matter insured hereunder.

#### 6.14

- 6.14.1 If the Insured makes a fraudulent claim under this Contract of Insurance, Underwriters:
  - a. are not liable to pay the claim, and
  - b. may recover from the Insured any sums paid by the Underwriters to the Insured in respect of the claim, and
  - c. may by notice to the Insured treat the Contract of Insurance as having been terminated with effect from the time of the fraudulent act.
- 6.14.2 If the Underwriters exercise their rights under clause 6.14.1c) above the Underwriters shall not be liable to the Insured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Underwriter's liability under the Contract of Insurance (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim) and the Underwriters need not return any of the premiums paid.
- 6.15 No Underwriter shall be deemed to provide cover and no Underwriter shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Underwriter 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 or United States of America.
- 6.16 The subscribing Underwriters' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations
- 6.17 No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liabilt to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# 7. EXCLUSIONS

Notwithstanding any provision to the contrary, this Contract of Insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from

- 7.1 non-appearance of any person or group(s) of persons.
- 7.2 the Insured's lack of care, diligence or prudent behaviour, the result of which would increase the risk, and/or likelihood of a loss, hereunder.
- 7.3 any contractual dispute or breach by the Insured or any Participant.
- 7.4 alterations or variance of Insured Event(s) without the prior written approval of the Underwriters.

- 7.5 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 Contract of Insurance or at the time of making the booking whichever is the later.
- 7.6 Expenses and Gross Revenue which have not been declared to and agreed by the Underwriters.
- 7.7 any reduction in attendance that is not specifically attributable to the necessary Cancellation, Abandonment, Postponement, Interruption, Curtailment or Relocation of the Insured Event(s).
- 7.8 the Insured failing to:
  - 7.8.1 observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
  - 7.8.2 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.
  - 7.8.3 ensure that all necessary contractual arrangements with the Insured are 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).
- 7.9 any fraud, misrepresentation or concealment by the Insured.
- 7.10 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.
- 7.11 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.
- 7.12 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.
- 7.13 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.
- 7.14
- 7.14.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- 7.14.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- 7.14.3 nuclear reaction, nuclear radiation or radioactive contamination.
- 7.15 seepage and/or pollution and/or contamination unless it is discovered during the Period of Insurance and is a direct cause of a loss covered hereunder.

7.16

- 7.16.1 withdrawal, insufficiency or lack of finance howsoever caused,
- 7.16.2 the financial failure of any venture,
- 7.16.3 lack of or inadequate receipts, sales or profits of any venture,
- 7.16.4 variations in the rate of exchange, rate of interest or stability of any currency,
- 7.16.5 financial default, insolvency, or failure to pay of any person, corporation or entity,
- all (7.16.1) to (7.16.5) whether a party to this Contract of Insurance or otherwise.

- 7.17
- 7.17.1 lack of or inadequate response or inadequate financial or other support or withdrawal of such support by any party,
- 7.17.2 lack of or inadequate attendance or insufficient interest prior to the date and time scheduled for any Insured Event(s).
- 7.18 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.

7.19

- 7.19.1 any loss directly or indirectly arising out of, contributed to by, or resulting from any Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- 7.19.2 any loss resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Communicable Disease or fear or threat (whether actual or perceived) thereof.
- 7.20 national, court or religious mourning whether declared or not.

7.21

- 7.21.1 any act of Terrorism and/or the threat thereof (whether actual or perceived) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- 7.21.2 any loss resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism or fear thereof.
- 7.22 any happening which is insured by or would, but for the existence of this Contract of 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 Contract of Insurance not been effected.

7.23

- 7.23.1 Coronavirus disease (COVID-19);
- 7.23.2 Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2); or
- 7.23.3 any mutation or variation of SARS-CoV-2;

or from any fear or threat of 7.23.1, 7.23.2 or 7.23.3 above;

7.23.4 any loss resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 7.23.1, 7.23.2 or 7.23.3 or fear or threat thereof

7.24

- 7.24.1 Cyber Act or Cyber Incident or the fear or threat (whether actual or perceived) of any Cyber Act or Cyber Incident; or
- 7.24.2 action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident or the fear or threat (whether actual or perceived) of any Cyber Act or Cyber Incident.

# 8. CLAIMS PROCEDURE

The Underwriters shall not be liable to pay any claim hereunder unless the Insured complies with the following conditions:

- 8.1 In the event of any happening or circumstance which could give rise to a claim under this Contract of Insurance, the Insured shall:
  - 8.1.1 as a matter of urgency give notice to Underwriters Appointed Representative designated in the Contract of Insurance,
  - 8.1.2 confirm the facts in writing as soon as possible, with all information that is available,

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- 8.1.3 make no admission of liability without the prior written consent of the Underwriters,
- 8.1.4 take all steps to minimise or avoid any loss hereunder,
- 8.1.5 provide the Underwriters or their appointed representatives with:
  - a. all necessary assistance in a timely manner,
  - b. all information required, and
  - c. all documentation and records necessary to establish and assess indemnity hereunder and copies or extracts as may be required.
- 8.1.6 prove the loss to the satisfaction of the Underwriters,
- 8.1.7 forward immediately to the Underwriters or their representatives any letter, writ or other document received in connection with any claim made under this Contract of Insurance.
- 8.2 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 Underwriters at such reasonable time and place as may be designated by the Underwriters 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 Underwriters or their representatives in connection with any investigation hereunder, shall be deemed a waiver of any defence which the Underwriters might otherwise have. All such examinations and acts shall be deemed to have been made or done without prejudice to the Underwriter's liability.

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

# 9. UNDERWRITERS APPOINTED CLAIMS REPRESENTATIVE

# **10. ENQUIRIES AND COMPLAINTS**

## **Complaints Procedure (EEA)**

We strive to provide an excellent service to all Our customers but occasionally things can go wrong. We take all concerns seriously and endeavour to resolve all customers' problems promptly. If you have a question or concern about your policy your broker will also be able to advise you and provide assistance in this regard.

Alternatively, if you wish to contact Lloyd's directly you should either write or telephone:

## Lloyd's Insurance Company S.A.

ATTN: Service Manager, Operations Team Bastion Tower Marsveldplein 5 1050 Brussels Belgium

Tel: +32 (0)2 227 39 39 E-mail: enquiries.lloydsbrussels@lloyds.com

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Your complaint will be acknowledged, in writing, within the relevant timescales in place for your country of residence. You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further. You will be provided with updates on the progress of the investigation and a decision on your complaint will be provided to you, in writing.

Should you remain dissatisfied with the outcome, or if you have not received a final response within the applicable timescales for your country of residence, you may be eligible to refer your complaint to your local alternative dispute resolution scheme. Details of these schemes can be provided to you on request.

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is <u>www.ec.europa.eu/odr</u>.

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

# ENDORSEMENTS

The special terms, conditions, warranties, deductibles and/or exclusions detailed in the Endorsements section override and/or add to the standard terms, conditions, warranties and exclusions contained in the preceding wording:

## U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

### LMA5219

#### 12 January 2015

### Service of Suit and Jurisdiction

It is agreed that this Insurance shall be governed exclusively by the law and practice of Netherlands, and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in Netherlands.

Lloyd's Insurance Company S.A. hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against them in connection with this Insurance shall be properly served if addressed to it and delivered to it care of

Keith Stern General Representative for the UK Lloyd's Insurance Company S.A. 1 Lime Street London EC3M 7HA Tel: +44 (0) 20 7327 5933 E-mail: keith.stern@lloyds.com

who in this instance, has authority to accept service on its behalf.

Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium.

LBS0006 01/01/2019

All other terms and conditions remain unchanged.

#### Europe - Data Protection Clause For Commercial Lines Policies Personal information

Your insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (individual insureds). We (the

insurer as detailed in the schedule) and other insurance market participants collect and use relevant information about individual insureds to provide you with your insurance cover and to meet our legal obligations.

This information includes individual insured's details such as their name, address and contact details and any other information that we collect about them in connection with your insurance cover. This information may include more sensitive details such as information about their health and criminal convictions.

We will process individual insureds' details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice(s) and applicable data protection laws.

#### Information notices

To enable us to use individual insureds' details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured our short form information notice, which we have provided to you in connection with your insurance cover, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

#### **Minimisation and notification**

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You must promptly notify us if an individual insured contacts you about how we use their personal details in relation to your insurance cover so that we can deal with their queries.

#### Consent

Under current data protection laws, we need you to make sure that you have obtained the consent of individual insureds to use of their health information in connection with your insurance cover.

You agree to obtain the consent of each individual insured to use of their health information in connection with your insurance cover on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

We will assume that you have obtained the necessary consent from each individual insured unless you tell us otherwise. If you have not obtained the necessary consent from an individual insured, or the individual insured withdraws their consent, then this will impact our ability to provide you with your insurance cover in relation to the individual – and may even prevent us from providing cover for that individual.

LMA9155 (amended) 25 April 2018

All other terms and conditions remain unchanged

# Incentive Travel Death Peril Clause NON-APPEARANCE OF PARTICIPANT(S) CLAUSE

Notwithstanding exclusion 7.1 coverage is extended to include losses arising from the non-appearance of any Participant(s) declared, within 10 days of the Insured Event.

The perils for this extension are:

DEATH of any Participant(s).

Exclusions applicable to the Participant(s) coverage:

1. The non-appearance of persons older than 65 years of age; or

2. Any pre-existing physical or psychological medical condition known to the Insured or any Participant(s), unless disclosed in writing to the Insurer(s) prior to the Effective Date of this Insurance as stated in the Schedule applicable to this Coverage Form, and otherwise agreed in writing by the Insurer(s); or

3. Suicide;

4. Use of illegal drugs

5. Any insured person's lack of care, diligence or prudent behaviour, the result of which would increase the risk, and/or likelihood of a loss, hereunder.