
Lloyd's Insurance Company S.A. Policy

This policy is insured by Lloyd's Insurance Company S.A.

If any terms, clauses or conditions are unclear you are advised to contact your insurance intermediary immediately.

Lloyd's Insurance Company S.A. is a Belgian limited liability company (*société anonyme / naamloze vennootschap*) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on www.nbb.be.

Website address: www.lloyds.com/brussels E-mail: enquiries.lloydsbrussels@lloyds.com

Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

THE INSURED IS REQUESTED TO **READ THIS CONTRACT OF INSURANCE** AND, IF IT IS INCORRECT, RETURN IT AS SOON AS POSSIBLE **TO THE BROKER** FOR ALTERATION.

IN ALL COMMUNICATIONS THE CONTRACT OF INSURANCE REFERENCE NUMBER SPECIFIED IN THE SCHEDULE SHOULD BE QUOTED.

1. INSURING CLAUSE

In consideration of payment of the premium stated in the Schedule and subject always to the terms, conditions, limitations and exclusions contained within or endorsed onto this Contract of Insurance:

- 1.1 This Contract of Insurance is to indemnify the Insured for their Ascertained Net Loss should the Insured Event(s) be necessarily Cancelled, Abandoned, Postponed, Interrupted, Curtailed or Relocated, which necessary Cancellation, Abandonment, Postponement, Interruption, Curtailment or Relocation is the sole and direct result of a cause not otherwise excluded which occurs during the period of insurance and is beyond the control of both the Insured and each and every Participant.
- 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, provided such additional costs or charges do not exceed the amount of loss thereby avoided or diminished.
- 1.3 The Underwriters' maximum liability shall not exceed the Limit of Indemnity stated in the Schedule for the relevant Insured Event(s) nor the Aggregate Limit of Indemnity stated in the Schedule.

2. DEDUCTIBLE

- 2.1 This Contract of Insurance is subject to the deductible(s) stated in the Schedule 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 Ascertained Net Loss means such amount in excess of any deductible stated in the Schedule as represents:
 - 3.2.1 Expenses which have been irrevocably expended in connection with the Insured Event(s) which has 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
 - 3.2.2 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.
- 3.3 Cancellation or Cancelled means the inability to proceed with the Insured Event(s) prior to its commencement.
- 3.4 Civil Commotion means a substantial violent disturbance by a large number of persons assembled together and acting with common purpose or intent.
- 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 Computer System Failure means 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.
- 3.8 Curtailment or Curtailed means the unavoidable partial closure of the Insured Event(s).
- 3.9 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.
- 3.10 Expenses means the total of all costs and charges declared to and accepted by the Underwriters which would have been incurred by the Insured in organising, 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 whole or any part of 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, with or on behalf of the Insured to perform a function critical to the successful fulfilment of the Insured Event(s).
- 3.16 Postponement or Postponed means the unavoidable rescheduling of the Insured Event(s) to another time.
- 3.17 Relocation or Relocated means the unavoidable removal of the Insured Event(s) to another location.
- 3.18 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.
- 3.19 Venue means the place(s) stated in the Schedule where the Insured Event(s) is to be held.
- 3.20 Virtual Transmission means the broadcasting of an Insured Event(s) by any means including but not limited to video, webinar, webcast or internet streaming platform.

4. CONDITIONS PRECEDENT

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

- 4.1 the Insured has:
- 4.1.1 truthfully declared all material facts likely to influence a reasonable Underwriter in determining:
- 4.1.1.1 whether or not to accept the risk or any subsequent amendment;
- 4.1.1.2 the premium;
- 4.1.1.3 the terms, conditions, exclusions and limitations;
- having diligently made all necessary inquiries to establish those facts.

- 4.1.2 no knowledge at the inception, of any undisclosed matter, fact or circumstance, actual or threatened, that increases or could increase the possibility of a loss under this Contract of Insurance.
- 4.1.3 paid the premium due in accordance with terms set out in the Schedule.
- 4.1.4 declared that all information contained in any completed proposal form and/or supplied to support such proposal form or other application for this Contract of Insurance is in all respects true and complete and unchanged at the inception of this Contract of Insurance. Further the Insured agrees that such information is material, and forms the basis of this Contract of Insurance and is incorporated herein.
- 4.2 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).
- 4.3 the Insured shall, in the event of any happening or circumstance which could give rise to a claim, comply with Section 8.

5. WARRANTIES

It is warranted that the Insured shall:

- 5.1 observe and comply with the requirements of any applicable law, ordinance, court or regulatory body;
- 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 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);
- 5.4 ensure that all systems and equipment required for the successful fulfilment of the Insured Event(s) are tested in a prudent and timely manner;
- 5.5 pay the premium due in accordance with the terms (including dates) set out in the Schedule.

Failure to comply with any of the above warranties automatically discharges the Underwriters from all liability under this Contract of Insurance for loss(es) arising directly or indirectly out of or in connection with such breach.

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 Any fraud, concealment, intentional misstatement or negligent statement relating to information provided or in the making of a claim, shall entitle the Underwriters to refuse payment of a claim or treat this Contract of Insurance as though it had never existed.
- 6.3 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).
- 6.4 The Insured shall observe and fulfil the terms and conditions contained herein or endorsed hereon.

- 6.5 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, the Underwriters reserve the right to amend the terms and conditions of this Contract of Insurance.
- 6.6 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(s), 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 Limit of Indemnity bears to the full value of a total loss of Expenses (and Net Profit if insured) for the relevant Insured Event(s).
- 6.7 The following shall not be part of any Ascertained Net Loss and shall not be recoverable items:
- 6.7.1 the premium charged at inception and any additional premium charged for this Contract of Insurance, including any additional premiums charged following the rescheduling of any Cancelled, Abandoned, Postponed, Interrupted, Curtailed or Relocated Insured Event(s) and/or the reinstatement of any or all of the Limit of Indemnity; and
- 6.7.2 any cost or charge incurred in the formulation of a claim hereunder.
- 6.8 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. In the event of non-payment of premium this Contract of Insurance shall be cancelled by or on behalf of the Underwriters by delivery to the Insured or by mailing to the Insured or via the Insured's Broker by registered, certified, or other first-class mail, at the Insured's address as shown in this Contract of Insurance, written notice stating when the cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice and this Contract of Insurance shall terminate at the date and hour specified in such notice.
- 6.9 The Insured shall maintain adequate records in connection with the subject matter insured hereunder.
- 6.10 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.
- 6.11 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 fully cooperate with the Underwriters in the execution of all papers required and shall do all that may otherwise be necessary to secure such rights.
- 6.12 No claim and/or action, suit or proceeding 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 the claim and/or action, suit or proceeding within twelve months of the Cancellation, Abandonment, Postponement, Interruption, Curtailment or Relocation of the Insured Event(s).
- 6.13 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.
- 6.14 If the loss payee is other than the Insured, all claim payments due under the terms and conditions of this Contract of Insurance shall be made payable to the party(ies) stated in the Schedule as loss payee(s). Payment of such losses by the Underwriters to the loss payee(s) shall be a sufficient and complete discharge of all of the Underwriters' obligations to the Insured and loss payee(s) in connection with said loss(es).

Correspondentie adres: Postbus 172, 1140 AD Monnickendam. Bezoek adres: Erich Salomonstraat 395, 1087 EH Amsterdam

Tel.: +31(0)20-8204494 Fax: +31(0)299-469029 Email: info@weinsure.nl Website: www.weinsure.nl

AFM nummer 12004339 Kifidnummer: 300.001843 Bank: NL27 INGB 0008 4153 51

- 6.15 It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction as described in RISK DETAILS.
- 6.16 Any terms of this Contract of Insurance which may conflict with applicable statutes (or statutes deemed applicable by a court of competent jurisdiction) are amended to conform to the minimum requirements of such statutes.

In the event that any provision of this Contract of Insurance is found by a court of competent jurisdiction to be invalid or unenforceable, the other provisions of this Contract of Insurance and the remainder of the provision in question shall not be affected thereby and shall remain in full force and effect.

7. EXCLUSIONS

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 changes to an Insured Event without the prior written approval of the Underwriters.
- 7.5 adverse weather in respect of any Insured Event(s) in the open or under canvas or in temporary structures unless agreed by the Underwriters in writing and stated in the Schedule.
- 7.6 any Insured Event(s) in the open or under canvas or in a temporary structure unless agreed by the Underwriters in writing and stated in the Schedule.
- 7.7 any work being carried out 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.
- 7.8 Expenses and Gross Revenue which have not been declared to and agreed by the Underwriters.
- 7.9 any reduction in attendance that is not specifically attributable to the necessary Cancellation, Abandonment, Postponement, Interruption, Curtailment or Relocation of the Insured Event(s).
- 7.10 the Insured failing to:
- 7.10.1 observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction;
 - 7.10.2 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;
 - 7.10.3 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).
- 7.11 any fraud, misrepresentation or concealment by the Insured.

- 7.12 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.
- 7.13 7.13.1 any Civil Commotion or the fear or threat (whether actual or perceived) thereof.
7.13.2 any action taken in controlling, preventing, suppressing or in any way relating to any Civil Commotion or fear thereof.
- 7.14 seizure or destruction under quarantine or customs regulations, confiscation, nationalisation or requisition or destruction of or damage to property including the Venue, 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.
- 7.15 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.
- 7.16 nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination, howsoever such reaction, explosion, radiation or contamination may have been caused.
- 7.17 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.
- 7.18 7.18.1 withdrawal, insufficiency or lack of finance howsoever caused,
7.18.2 the financial failure of any venture,
7.18.3 lack of or inadequate receipts, sales or profits of any venture,
7.18.4 variations in the rate of exchange, rate of interest or stability of any currency,
7.18.5 financial default, insolvency, or failure to pay of any person, corporation or entity,
all (7.18.1. to 7.18.5.) whether a party to this Contract of Insurance or otherwise.
- 7.19 7.19.1 lack of or inadequate response or inadequate financial or other support or withdrawal of such support by any party,
7.19.2 lack of or inadequate attendance or insufficient interest prior to the date and time scheduled for any Insured Event(s).
- 7.20 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.
- 7.21 7.21.1 any Communicable Disease or fear or threat (whether actual or perceived) of a Communicable Disease.
7.21.2 any action taken in controlling, preventing, suppressing or in any way relating to any Communicable Disease or fear thereof.
- 7.22 national, court or religious mourning whether declared or not.
- 7.23 7.23.1 any act of Terrorism or the fear or threat (whether actual or perceived) of an act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
7.23.2 any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism or fear thereof.
- 7.24 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.

- 7.25 7.25.1 any Cyber Act or Computer System Failure or the fear or threat (whether actual or perceived) thereof; or
- 7.25.2 any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Computer System Failure or fear thereof.
- 7.26 any Virtual Transmission.

8. CLAIMS PROCEDURE

In the event of any happening or circumstance which could give rise to a claim under this Contract of Insurance, the Underwriters shall not be liable to pay such claim hereunder unless the Insured complies with the following conditions:

- 8.13 8.1.1 as a matter of urgency give notice to the person(s) designated in the Schedule,
- 8.1.2 confirm the facts in writing as soon as possible, with all information that is available,
- 8.1.3 make no admission of liability, or settlement without the prior written consent of the Underwriters,
- 8.1.4 take all steps to minimise, avoid or otherwise mitigate 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;
 - 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 the Insured shall not misrepresent or conceal facts in the making of a claim.
- 8.3 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 Underwriters' liability.
- 8.4 as soon as is practicable provide to the Underwriters or their representative a signed and sworn proof of loss, in such form as may be required by the Underwriters, to substantiate the occurrence, nature, cause and amount of loss claimed under this Contract of Insurance.
- 8.5 allow the Underwriters the right, if they so wish, to:
- 8.5.1 take such steps as they deem necessary to prevent, mitigate or minimise a loss;
 - 8.5.2 take over and conduct the defence or settlement of claims made against the Insured that may be covered by this Contract of Insurance;

8.5.3 pursue all rights or remedies available to the Insured whether or not payment has been made hereunder.

DATA PROTECTION SHORT FORM PRIVACY NOTICE

Your privacy notice

Who we are

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Europe") found in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with the insurance cover or the insurance cover that benefits you, and to meet our legal obligations and the obligations of others in the insurance chain.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover, or the cover from which you benefit. This information may include special categories of personal data details such as information about your health and any criminal convictions you may have.

In certain circumstances, we need your consent to process certain categories of information about you (including special categories of personal data details as mentioned above). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an e-mail to LloydsEurope.DataProtection@lloyds.com (without however affecting the lawfulness of processing based on consent prior to its withdrawal). Nevertheless, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared and used by a number of third parties in the insurance sector (both inside and outside Belgium, and inside and outside the EU). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

Other people's details you provide to us

Where you provide us (or your insurance agent or insurance broker) with details about other people, you must ensure that this short form privacy notice is provided to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice, which is available in the Privacy section of our website www.lloydseurope.com or in other formats on request.

Complaints, contacting us and the regulator, and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or see a copy of our full privacy notice, please contact us or go to the Privacy section of our website [Privacy Notice – Lloyds Europe](#) where we have full details. Alternatively, you may contact the insurance agent or insurance broker that arranged your insurance at:

H W Kaufman Group Europe BV
WTC Amsterdam, Tower H, 5th Floor
Zuidplein 36
1077 XV Amsterdam
The Netherlands

nvermolen@hwkaufman.eu

You have the right to lodge a complaint with the competent data protection authority, but we encourage you to contact us before doing so.

LBS0046C
28/01/2022

SERVICE OF SUIT AND JURISDICTION CLAUSE

It is agreed that this Insurance shall be governed exclusively by the law and practice of the 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 the Netherlands.

All summonses, notices or processes requiring to be served upon Lloyd's Insurance Company S.A. for the purpose of instituting any legal proceedings against it in connection with this Insurance may be served if addressed and delivered to

Clara Sweere

Lloyd's Insurance Company S.A.
Beurs-World Trade Center
Beursplein 37
P.O. Box 30196
3001 DD ROTTERDAM
The Netherlands
Tel. +31 (0) 10 205 2110
Email: claartje.sweere@lloyds.com

This Service of Suit and Jurisdiction Clause will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause in this Policy and, to the extent required, shall apply to give effect to that process.

LBS0081

01/12/2019

ADVERSE WEATHER EXTENSION

1. Subject to the terms and conditions set out below, this Contract of Insurance is extended, for the Period of Insurance specified in the Schedule, to cover the peril of Adverse Weather.
2. Adverse Weather is defined as weather conditions which:
 - 2.1. occur on the day(s) of the Insured Event and which are deemed by the organiser of the Insured Event reasonably to pose a serious threat to the safety of any Participant or those attending the Insured Event, and/or
 - 2.2. occur during the Period of Insurance and which result in conditions which the relevant local authority or government agency consider to pose a serious threat to the safety of any Participant or those attending the Insured Event, and/or
 - 2.3. occur during the Period of Insurance and which, despite using their best endeavours and taking all reasonable and necessary steps, prevent the Insured or the organiser of the Insured Event from undertaking the necessary set up to enable the Insured Event to proceed due to:
 - 2.3.1. concern for the safety of those responsible for the necessary set up, and/or
 - 2.3.2. reason of physical impossibility, and/or
 - 2.4. occur on the day(s) of the Insured Event and where the Insured Event is conducted under defined sporting rules or laws and in the opinion of the umpire/referee or the match official(s) the Insured Event cannot proceed as required under the defined sporting rules or laws.
3. In any claim and/or action, suit or proceeding to enforce a claim for a loss insured under this extension, the burden of proving that the loss results from Adverse Weather shall fall upon the Insured.
4. It is warranted that electrical equipment and wiring meet and are fully compliant with both minimum recognised industry standards and any governmental codes applicable to the Venue(s). If this warranty is breached, the Underwriters' liability under this extension 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 something happening, during the period when the Underwriters' liability is suspended.
5. All other terms and conditions in the Contract of Insurance to which this extension is attached remain unchanged and shall apply to this extension. To the extent that any provisions in this extension conflict with the Contract of Insurance, the terms of this extension shall prevail.

LMA5290

13 September 2017

TELEVISION CLAUSE

Except as otherwise excluded herein, this insurance covers the Insured's necessary and reasonable extra costs arising from article 15 of the General Terms and Conditions of Sale and Delivery for Artist Agencies or an article to the same effect. However, the maximum reimbursement is EUR 2,500.00 per Insured Event.

All other terms, conditions and exclusions remain unchanged.

SUBSTITUTE PERFORMERS

If an Insured Person booked by the Insured cannot appear as a result of an Insured Event covered by this contract, the costs for the replacement artist are co-insured up to 20% of the purchase value of the originally booked Insured Person, with a maximum of EUR 5,000.00 per Insured Event. If the wages of the originally booked artist Insured Person do not exceed EUR 5,000.00, the difference in purchase value between the original Insured Person and replacement artist will be fully reimbursed up to EUR 1,000.00 (if demonstrable).

All other terms, conditions and exclusions remain unchanged.

NON-APPEARANCE EXTENSION

(Amendment to exclusion 7.1 of LMA 3165 wording)

Notwithstanding exclusion 7.1 in the contract of insurance to which this extension is attached, this contract of insurance is extended as follows: -

This contract of insurance is to indemnify the insured for their ascertained net loss should the insured event(s) be necessarily cancelled, abandoned, postponed, interrupted, curtailed or relocated, which necessary cancellation, abandonment, postponement, interruption, curtailment or relocation results from:

- A) death of any insured person.
- B) accidental bodily injury to or illness of any insured person which, in the opinion of an Independent healthcare professional approved by the underwriters, entirely prevents any insured person from appearing or continuing to appear in any or all of the insured events

And where such is beyond the control of the insured, each and every insured person and each and every participant.

The following additional exclusions apply to this extension:

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

1. Death, accidental bodily injury or illness of any person other than any insured person.
2. The non-appearance at the insured event(s) of any person, other than an insured person.
3. The non-appearance at an insured event(s) of any insured person due to:
 - A) air travel other than travel as a passenger by a regular airline or multi-engined charter aircraft on a regular air route;
 - B) any hazardous activity, feat or performance unless otherwise agreed in writing by the underwriters;
 - C) pregnancy or complications related thereto;
 - D) suicide or intentional self-inflicted injury;
 - E) the possession or use of illegal drugs;

- F) the effects of a prescribed medical regime when not followed as directed or prescribed;
 - G) the effects of prescription drugs when not taken as medically prescribed;
 - H) the consumption of alcohol and/or use of legal substances which renders any insured person unfit to perform contracted duties.
4. Any pre-existing condition unless specifically agreed by underwriters by endorsement to this insurance.
5. Any pre-existing condition specifically agreed by underwriters by endorsement to this insurance where any medically prescribed regime or medical advice was not followed by the insured person.

It is warranted that:

- A. At inception of this contract of insurance each insured person is in all respects fit and able to fulfil the commitments insured herein.
- B. In respect of any coverage provided hereunder for any pre-existing condition disclosed to and accepted by the underwriters, the insured person must follow or continue to follow any prescribed regime, medical or otherwise, essential to the insured person's well-being during the period of insurance.

In respect of the above, since a breach cannot be remedied, the underwriters' liability shall be suspended permanently from the time of the breach.

The following additional claims procedures apply to this extension:

In the event of any happening or circumstance which could give rise to a claim under this contract of insurance, the underwriters shall not be liable to pay such claim hereunder unless the insured complies with the following conditions:

- A. Underwriters shall, at their option, be afforded an opportunity to conduct an examination of any insured person by an independent healthcare professional of their choosing prior to any cancellation, abandonment, postponement, interruption, or relocation of the insured event(s).
- B. The insured shall provide the underwriters or their appointed representatives with all required medical information.

The following additional definitions apply to this extension:

1. Pre-existing condition means a medical condition in relation to which an insured person has
- A) received a diagnosis from any healthcare professional; and/o
 - B) suffered symptoms and/or sought or received any treatment or advice from any healthcare professional;

In the 5 years preceding the inception of this contract of insurance

2. Insured person means the individual(s) named below

Insured person(s):

As contracted with the insured and declared to underwriters on the quarterly bordereaux.

All other terms, conditions and exclusions remain unchanged.

NAMED PERSONS EXTENSION CLAUSE

This contract of insurance provides non-appearance for Named Persons when non-appearance of an Insured Person(s) is also provided.

Notwithstanding exclusion 7.1 in the Contract of Insurance to which this extension is attached, this Contract of Insurance is extended to cover the sudden and unforeseeable: -

1. Death of
2. Life threatening accident to
3. Manifestation of life-threatening illness to

any of the Named Person(s) specified below which entirely prevents any Insured Person from appearing or continuing to appear in the Insured Event.

Such Named Person(s) will be subject otherwise to the terms, conditions and exclusions of this insurance as if they were an Insured Person.

Named Persons shall mean:

mother, father, sister, brother, spouse (whether husband or wife or partner), children (including step-children and grandchildren), grandparents, and in-laws of the Insured Person(s) and as listed below.

Additional Named Persons to be notified to and agreed by the insurers.

It is noted in respect of any Named Person(s) included under this extension that:

- A) for Named Person(s) aged 16 years or under (at the inception date of this insurance) losses arising from the following childhood diseases are excluded: "mumps, chicken pox, measles, german measles, whooping cough, scarlet fever, tonsillitis, diphtheria."
- B) for Named Person(s) aged 71 to 80 years inclusive (at the inception date of this insurance) cover is restricted to accidental death only.
- C) for Named Person(s) aged 81 or over (at the inception date of this insurance) cover is excluded hereunder.

No loss shall be payable hereunder consequent upon death, accident or illness arising from, traceable to or accelerated by any condition for which the Named Person(s) has received or been recommended medical attention within the 12 months immediately prior to their acceptance by the Insurers, and it is agreed this exclusion replaces exclusion 4 in the non-appearance of Insured Person(s) extension clause in respect of this Named Persons extension only.

Named Person	Age at Next Birthday	Relationship to Insured Person(s)

All other terms, conditions and exclusions remain unchanged.

CONTINGENCY CORONAVIRUS EXCLUSION

1. Notwithstanding any provision to the contrary, this policy does not cover:
 - 1.1. any loss directly or indirectly arising out of, contributed to by, or resulting from:
 - 1.1.1. Coronavirus disease (COVID-19);
 - 1.1.2. Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2); or
 - 1.1.3. any mutation or variation of SARS-CoV-2;or from any fear or threat of 1.1.1, 1.1.2 or 1.1.3 above;
 - 1.2. any loss resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1.1.1, 1.1.2 or 1.1.3 or fear or threat thereof.

All other terms and conditions remain unchanged.

LMA5507A
07 April 2021

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer 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 (re)insurer 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

LMA3100

15 September 2010

STRIKE AND RIOT EXCLUSION

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

1. any **Strike, or Riot**;
2. any threat of **Strike or Riot**;
3. any fear of **Strike, or Riot** whether actual or perceived;

and any loss resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any of the above.

For the purposes of this Exclusion, the following definitions apply:

Riot

means a violent disturbance by a group of persons assembled together for a common purpose which threatens the public peace.

Strike

means a lockout or total or partial work stoppage to enforce demands made on an employer or to protest against an act or condition.

All other terms and conditions in the Policy to which this Exclusion is attached remain unchanged and shall apply to this Exclusion. To the extent that any provisions in this extension conflict with the Policy, the terms of this Exclusion shall prevail.

TERRITORIAL EXCLUSION: BELARUS, RUSSIA AND UKRAINE

Notwithstanding anything to the contrary in this Policy, this Policy excludes any loss, damage, liability, cost or expense of whatsoever nature, directly or indirectly arising from or in respect of any:

- i. entity domiciled, resident, located, incorporated, registered or established in an **Excluded Territory**;
- ii. property or asset located in an **Excluded Territory**;
- iii. individual that is physically in an **Excluded Territory**;
- iv. claim, action, suit or enforcement proceeding brought or maintained in an **Excluded Territory**;
- v. payment in an **Excluded Territory**.

This exclusion will not apply to any coverage or benefit required to be provided by the insurer by law or regulation applicable to that insurer, however, the terms of any sanctions clause will prevail.

For purposes of this exclusion, “**Excluded Territory**” means:

- Belarus (Republic of Belarus); and
- Russian Federation; and
- Ukraine (including any disputed regions of Ukraine and including the Crimean Peninsula)

All other terms, conditions and exclusions remain unchanged.

LMA5583B

8 March 2023

PREMIUM PAYMENT CLAUSE

The (Re)Insured undertakes that premium will be paid in full to underwriters within days of inception of this policy (or, in respect of instalment premiums, when due). If the premium due under this policy has not been so paid to Underwriters by the day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that Underwriters shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorized to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not effect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

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LSW3000