

This section is subject to the general terms and conditions and to the extra terms and conditions appearing below.

What is covered

1. Irrecoverable expenses and loss of net profit

If the **insured event** is necessarily and unavoidably **postponed, abandoned, cancelled, curtailed or relocated** as a sole and direct result of a cause not otherwise excluded by this policy which occurs during the **period of insurance** and is entirely beyond **your** control, or the control of **your** employees or agents or the event organiser, sponsors or financial supporters **we** will pay for **your**:

- a. irrecoverable **expenses**;
- b. loss of **net profit**;

as listed in the schedule, less any savings **you** are able to make.

The most **we** will pay is the **sum insured** for irrecoverable expenses and loss of net profit.

In the event of a loss **you** must prove to **our** reasonable satisfaction that **you** have paid or legally have to pay and are unable to recover the **expenses**. In respect of a loss of **net profit**, **you** must prove to **our** reasonable satisfaction that the **net profit** would have been earned had the **insured event** taken place.

Any fees or charges **you** retain will be deducted from the amount which **we** would otherwise have been liable to pay under this policy.

2. Failure to vacate

We will pay any claim for damages for which **you** are legally liable under contract to pay for failing to vacate the **venue** at the termination date agreed with the owners or management of the **venue** location, as a sole and direct result of a cause not otherwise excluded by this policy which occurs during the period of the **insured event** and is entirely beyond **your** control or the control of **your** employees or agents or the event organiser, sponsors or financial supporters.

The most **we** will pay is the **sum insured** for failure to vacate.

Additional covers

If **we** have agreed to pay a claim for **your** irrecoverable **expenses** and loss of **net profit**, as insured under item 1 above, **we** will automatically extend **your** insurance to include the following additional covers provided a monetary amount for such cover(s) is shown in the schedule.

3. Additional expenses

We will pay all reasonable and necessary additional expenses incurred by **you** to avoid or reduce a loss under this section. **We** will only provide this cover if:

- a. **you** have first obtained **our** prior written agreement; and
- b. such additional expenses do not exceed the amount of loss thereby avoided or reduced.

The most **we** will pay is the **sum insured** for additional expenses.

We will also, subject to **our** prior written agreement, pay the reasonable and necessary costs of advising exhibitors, visitors, delegates or providers of services to the **insured event** of circumstances which have materially affected the **insured event** and which have given rise to a loss insured under this policy. Such costs are included within and not in addition to the above **sum insured**.

4. Emergency expenses

If, between the build up and breakdown phase of the **insured event**, **you** are unable to contact **us** in order to obtain **our** prior approval to any necessary expenses to avoid or reduce a loss under this section **you** should proceed with any action that is necessary to avoid or reduce such loss. **We** will only provide this cover if **you** can prove to **our** reasonable satisfaction that:

- a. the emergency measures taken were necessary and reasonable; and
- b. the expenses incurred do not exceed the amount of loss thereby avoided or reduced.

The most **we** will pay is the **sum insured** for emergency expenses. This **sum insured** is in addition to the other **sums insured** under this section.

5. Future event protection
- If the **insured event** is part of a series of events during the **period of insurance** or is scheduled to reoccur after the expiry of this insurance **we** will pay for the reasonable additional expenses **you** incur, with **our** prior written agreement, to minimise any adverse effect a loss insured under this policy may have on a subsequent event.
- The most **we** will pay is the **sum insured** for future event protection.
6. Return of fees
- If loss of **net profit** is listed in the schedule **we** will, subject to **our** prior written agreement, pay for any refund of fees or charges which **you** are under no legal obligation to refund for attendance, advertising, media or sponsorship of the **insured event**. **We** will only provide such cover if **you** can prove, to **our** reasonable satisfaction, that it is commercially essential to refund such fees or charges.
- The most **we** will pay is the **sum insured** for return of fees.
- Any fees or charges **you** retain will be deducted from the amount which **we** would otherwise have been liable to pay under this insurance.

Deductible **You** should check the schedule to see which parts of this section are subject to a deductible.

- What is not covered** This insurance does not cover losses directly or indirectly arising out of, contributed to by, or resulting from:
1. any contractual breach by **you**.
 2.
 - a. unavailability of the **venue** as a result of any work being carried out there by contractors making it unusable in whole or in part (other than as a result of an emergency occurring after the inception of this policy);
 - b. the inability of the owners, managers or operators of the **venue** to obtain all necessary licences, visas, permits and approvals necessary to allow use for the **insured event**, following the work referred to in a. above.
 3. any act of **terrorism** including any threat or fear of an act of **terrorism** (whether actual or perceived).
- This insurance also excludes loss directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.
- If **we** allege that by reason of this exclusion any loss is not covered by this insurance the burden of proving the contrary shall be upon **you**.
- In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
4. national, court or religious mourning, whether declared or not. This exclusion does not apply if:
 - a. such mourning is for an individual aged below 65 years of age at the inception of this policy; and
 - b. the death or the funeral occurs in the same country in which the **insured event** is scheduled to take place; and
 - c. the date of such death or funeral coincides with the date of the **insured event**.
 5.
 - a. any failure, withdrawal or inadequacy of necessary finance;
 - b. any financial failure of or financial default by any person, corporation or entity.
 6.
 - a. lack of or inadequate receipts or sales;
 - b. inadequate, withdrawal of or no response or support from any person, corporation or entity;
 - c. lack of or inadequate attendance or insufficient interest prior to attendance.
 7. industrial action or labour disputes whether actual or threatened unless the inception date of this insurance precedes the start of the **insured event** by at least 90 days.

Cancellation and abandonment

Policy wording

8. any communicable disease which leads to:
 - a. the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency;
 - b. any travel advisory or warning being issued by a national or international body or agency;
 and in respect of a. or b. above any fear or threat thereof (whether actual or perceived).
 This insurance also excludes loss directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to a communicable disease.
9.
 - a. influenza A (H5N1) (also known as 'avian flu' or 'bird flu'); or
 - b. influenza A (H1N1) (also known as 'swine flu'); or
 - c. any strain, virus, complex or syndrome that is related to influenza A (H5N1) or influenza A (H1N1);
 and in respect of a., b. or c. above any fear or threat thereof (whether actual or perceived).
 This insurance also excludes loss directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of influenza A (H5N1) or influenza A (H1N1).
10. **your** lack of care, diligence or prudent behaviour, the result of which would increase the risk, and/or likelihood of a loss, hereunder.
11. alterations to or variance of the **insured event** without **our** prior written approval.
12. adverse weather in respect of any outdoor event or **insured event** held under canvas or in a temporary structure unless agreed in writing by **us**.
13. **expenses** and **revenue** if loss of **net profit** is listed in the schedule, which have not been declared to and agreed by **us**.
14. 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 unless the **insured event** is taking place in the European Union, Switzerland, Norway, Monaco, the Isle of Man or the Channel Islands.
15. pollution or contamination unless it is discovered during the **period of insurance** and is a direct cause of a loss under this policy.
16. non-appearance of any person(s) or group(s) of persons.
17. the failure or absence of teleconferencing, web conferencing or similar picture or data communication links to or from any part of the **insured event** whether by telephone, the internet, satellite or television transmission.

Conditions

Signed contracts and necessary arrangements

You must ensure that all necessary contracts in connection with the **insured event(s)** are agreed and confirmed in writing with **you** and that all necessary authorisations (which for the avoidance of doubt shall include, but not be limited to, the obtaining of licences, permits, visas, copyright and patents) are obtained in a timely manner and are valid for the period of the **insured event(s)** prior to the inception of this insurance. If **you** fail to comply with this condition **we** do not have to pay **your** claim.

Legal requirements

You must observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction. If **you** fail to comply with this condition **we** do not have to pay **your** claim.

Under insurance

You must maintain insurance adequate to cover the full value of the maximum possible loss of irrecoverable **expenses**, and loss of **net profit** if insured, for each **insured event**, without any allowance for recoveries, savings or waivers. If at any time during the **period of insurance** the maximum possible loss of irrecoverable **expenses**, and loss of **net profit** if insured, is greater than 110% of the total **sum insured** then any loss covered hereunder will be reduced in the same proportion that the values declared to **us** bears to the values that should have been declared and **you** shall become **your** own insurer for the balance.

Premium and claims expenses

The premium and any expense incurred in the formulation of a claim are not covered by this insurance.

Definitions

Abandoned	The inability to complete the insured event(s) once commenced.
Cancelled	The inability to proceed with any or all of the insured event(s) prior to commencement.
Curtailed	Any element of the insured event having: <ul style="list-style-type: none">a. to be altered substantially from the pre-planned schedule or programme; orb. to close, in whole or in part, earlier than the published closing date.
Expenses	The total of all costs and charges which would have been incurred by you in connection with running or organizing the insured event had a loss not occurred.
Net profit	The total revenue paid or payable to you less the expenses you would have incurred in connection with running or organizing that insured event .
Postponed	The unavoidable deferment of any or all of the insured event(s) to another time.
Relocated	The unavoidable removal of the insured event(s) to another place.
Revenue	Income from any source in connection with the insured event .
Venue	The place(s) stated in the schedule where the insured event(s) is (are) to be held.