

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

You should check the schedule to see which parts of this section are in force.

What is covered

Irrecoverable expenses	<p>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 which occurs during the period of insurance and is entirely beyond your control, or the control of your business partner(s), employees or agents or the event organiser, sponsors or financial supporters, we will pay your irrecoverable expenses less any savings you are able to make.</p> <p>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.</p>
Additional expenses	<p>We will pay all reasonable and necessary additional expenses incurred by you to avoid or reduce a loss under this section provided such expenses do not exceed the amount of loss thereby avoided or reduced.</p>
Closure of your space	<p>We will pay your irrecoverable expenses as a result of your inability to open your stand or space due to any physical loss or damage, as insured by this policy, to the venue or to your exhibits while at or in transit to the venue provided such damage renders your exhibits unsuitable for the purpose originally intended.</p>
Transit and travel delay	<p>We will pay your irrecoverable expenses, less any savings you are able to make, as a result of your inability to open your stand or space due to the late or non arrival:</p> <ol style="list-style-type: none"> of you, your business partner(s) or a key employee(s) whose presence is essential for the successful fulfilment of the insured event and for whom you are unable to find a suitable replacement; of your exhibits; <p>as a sole and direct result of an event occurring during the period of insurance which is entirely beyond your control, or the control of your business partner(s), employees or agents or the event organiser, sponsors or financial supporters.</p>
Death, injury or illness	<p>We will pay your irrecoverable expenses, less any savings you are able to make, as a result of your inability to open your stand or space due to:</p> <ol style="list-style-type: none"> your death or the death of your business partner; an injury or illness sustained by you or your business partner(s) which in the opinion of our medical adviser prevents you or your business partner from attending the insured event. We only provide this cover for a business partner who performs or would perform an essential function for the successful fulfilment of the insured event and for whom you are unable to find a suitable replacement; any life threatening injury or illness to your spouse, partner, child or parent, who is under the age of 70 at the start of this insurance, or a key employee(s) who performs or would perform an essential function for the successful fulfilment of the insured event and for whom you are unable to find a suitable replacement. <p>We only provide this cover if such life threatening injury is sustained or illness first becomes apparent within 30 days of the proposed start date of the insured event.</p>
Jury service	<p>We will pay your irrecoverable expenses, less any savings you are able to make, as a result of your inability to open your stand or space due to your or your business partner's or key employee's unavoidable jury service. We only provide this cover if your business partner or key employee performs or would perform an essential function for the successful fulfilment of the insured event and for whom you are unable to find a suitable replacement.</p>
Failure to vacate	<p>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 which occurs during the period of the insured event, which is entirely beyond your control or the control of your business partner(s), employees or agents or the event organiser, sponsors or financial supporters.</p>

Sum insured

In no event will **we** be liable for more than the relevant **sum insured**.

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. 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).
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, unless the death or the funeral occurs in the same country in which the **insured event** is scheduled to take place and 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 anyone.
6.
 - a. lack of or inadequate receipts or sales.
 - b. inadequate, withdrawal of or no response or support from anyone.
 - 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.
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.

If **we** allege that by reason of this exclusion, any loss is not covered by this insurance **you** will have the burden of proving the contrary.

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** 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.
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. Injury or illness arising out of a pre-existing condition. For the purposes of this insurance a pre-existing condition means a condition for which medical treatment was recommended or received from a physician or other health care practitioner at any time during the thirty six (36) month period preceding the inception of this insurance, or symptoms were present at any time during the thirty six (36) month period preceding the inception date of this insurance, which symptoms would cause a reasonably prudent person to seek medical advice or treatment.

Conditions

Signed contracts and necessary arrangements	You must ensure that all necessary contracts in connection with the insured event(s) are signed 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.
Transit	You must ensure that all exhibits are adequately packed and secured for transit to the insured event and that an appropriate period of time is allowed for the exhibits to arrive at the venue in advance of the scheduled opening of the insured event . 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, for each insured event , without any allowance for recoveries, savings or waivers. Should you fail to do so then we will not be liable for a greater proportion of any loss covered hereunder than the sum insured bears to the full value of the maximum possible loss of irrecoverable expenses for the relevant insured event .
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 any or all of the insured event(s) once commenced.
Cancelled	The inability to proceed with any or all of the insured event(s) prior to commencement.
Curtailed	The insured event having 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 the stand or space you have booked at the insured event had a loss not occurred.
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 venue.
Venue	The place(s) stated in the schedule where the insured event(s) is (are) to be held.