

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

What is covered

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 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:

- a. **your** irrecoverable **expenses**,
- b. loss of **net profit**,

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

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.

Additional expenses

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.

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.

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 which occurs during the period of the **insured event**, which is entirely beyond **your** control or the control of **your** employees or agents or the event organiser, sponsors or financial supporters.

Reduced attendance

We will pay **your** irrecoverable **expenses** and loss of **net profit**, as listed in the schedule, as a result of a substantial number of delegates or visitors (not exhibitors) who were due to attend the **insured event** being unable to attend as a sole and direct result of a cause not otherwise excluded occurring during the **period of insurance** which is entirely beyond **your** control or the control of delegates or visitors.

Return of fees

We will, subject to **our** prior written agreement, pay any refund of fees or charges which **you** are under no legal obligation to refund for attendance, advertising, media or sponsorship, provided **you** can prove, to **our** reasonable satisfaction, that it is commercially essential.

If the schedule includes an amount for loss of **net profit**, **we** will also pay for the refund of contracted fees or charges.

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

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 the reasonable additional expenses **you** incur, with **our** prior written agreement, to minimise any adverse effect a loss insured under this insurance may have on a subsequent event.

Non-appearance

This cover only applies if:

- a. the **insured event** is a conference or an indoor exhibition
- b. the **insured event** is not reliant upon two or fewer speakers or performers; and
- c. the speakers or performers are unable to appear because of an event that occurs during the **period of insurance** and is entirely beyond **your** control, or the control of **your** employees or agents, the event organizer, sponsors or financial supporters.

Cancellation and abandonment

Policy wording

If the **insured event** is necessarily and unavoidably **postponed, abandoned, cancelled, curtailed or relocated** as a sole and direct result of the non-appearance of the speakers or performers who are contracted to appear at the **insured event**, **we** will pay:

- i. **your** irrecoverable expenses in connection with the running or organizing of the **insured event**,
- ii. loss of **net profit**, as listed in the schedule

less any savings **you** are able to make.

In the event 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.

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.

Cancellation and abandonment

Policy wording

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. non-appearance of any speaker or performer due to their presence being required on affairs of state or government matters.
17. the failure or absence of teleconferencing or similar picture or data communication links to or from any part of the **insured event** whether by telephone, radio, 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 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.
Speakers or performers	<p>You must ensure that you have:</p> <ol style="list-style-type: none"> a. made all reasonable enquiries to establish that the speakers or performers do not suffer from any physical impairment, mental impairment or medical condition which may increase the risk of non-performance of their contracted duties, and that you disclose to us all such information known by you; b. entered into a written contract with the speakers or performers stipulating that they are to arrive at the insured event at an appropriate time in advance of their scheduled appearance or essential rehearsals. <p>If you fail to comply with this condition we do not have to pay your claim.</p>
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. 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 and loss of net profit 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 running or organizing the insured event had a loss not occurred.
Net profit	The total revenue paid or payable to you from any source in connection with the insured event 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 venue.
Venue	The place(s) stated in the schedule where the insured event(s) is (are) to be held.