



# Lloyd's Contingency Cancellation and Abandonment Policy

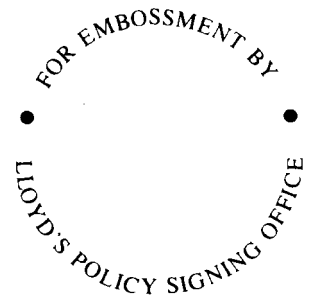
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**We, Underwriting Members** of the syndicates whose definitive numbers and proportions are shown in the Table attached hereto (hereinafter referred to as 'the Underwriters') hereby agree, in consideration of the payment to Us by or on behalf of the Assured of the premium specified in the Schedule, to indemnify the Assured, to the extent and in the manner provided in this Policy.

**The Underwriters** hereby bind themselves severally and not jointly, each for his own part and not one for another, and therefore each of the Underwriters (and their Executors and Administrators) shall be liable only for his own share of his syndicate's proportion. The identity of each Underwriting Member of the Syndicates shown in the Table and the amount of his share may be ascertained by the Assured or the Assured's representative on application to Lloyd's Policy Signing Office, quoting the Lloyd's Policy Signing Office number and date shown in the Table.

**In Witness** whereof the General Manager of Lloyd's Policy Signing Office has signed this Policy on behalf of each of us.

LLOYD'S POLICY SIGNING OFFICE  
*General Manager*



**The Marginal Notes are intended for guidance only.  
They do not form part of this Insurance, nor do they claim to be an exact description of its meaning.**

## **1. INSURING CLAUSE**

Insuring Clause	1.1	Subject always to the terms, conditions, limitations and exclusions contained herein or endorsed hereon this Insurance is to indemnify the Assured for their Ascertained Net Loss should any Insured Event(s) specified in the Schedule be necessarily Cancelled, Abandoned, Postponed, Interrupted or Relocated, in whole or in part, which necessary Cancellation, Abandonment, Postponement, Interruption or Relocation is the sole and direct result of any cause beyond the control of the Assured and the Participant therein.
Additional Costs	1.2	This Insurance also indemnifies the Assured for proven additional costs or charges reasonably and necessarily paid by the Assured to avoid or diminish a loss herein insured.
Deductible	1.3	This Insurance is subject to the deductible(s) stated in the Schedule which shall be borne by the Assured.
Maximum Liability	1.4	The Underwriters' maximum liability shall not exceed the Limit of Indemnity stated in the Schedule for the relevant Insured Event nor the aggregate Limit of Indemnity stated in the Schedule.

## **2. DEFINITIONS**

Ascertained Net Loss	2.1	Ascertained Net Loss means such sums in excess of any deductible stated in the Schedule as represent:  (2.1.1) that part of the Expenses which have been irrevocably expended in connection with the Insured Event(s), less such part of the Gross Revenue received or receivable less any savings the Assured is able to effect to mitigate such loss and  (2.1.2) the reduction in Profit (when Profit is insured and stated in the Schedule) which the Assured can satisfactorily prove would have been earned had the Insured Event(s) taken place.
Gross Revenue	2.2	Gross Revenue means all monies which would have been paid or payable to the Assured from every source arising out of the Insured Event(s) had a loss not occurred.
Expenses	2.3	Expenses means the total of all costs and charges which would have been incurred by the Assured in organizing, running and providing services for the Insured Event(s) had a loss not occurred.
Profit (when Insured)	2.4	Profit (when insured) means the amount by which Gross Revenue exceeds Expenses.
Cancellation	2.5	Cancellation or Cancelled means the inability to proceed with any or all of the Insured Event(s) prior to commencement.
Abandonment	2.6	Abandonment or Abandoned means the inability to complete any or all of the Insured Event(s) once commenced.
Postponement	2.7	Postponement or Postponed means the unavoidable deferment of any or all of the Insured Event(s) to another time.
Interruption	2.8	Interruption or Interrupted means the inability of the Assured to keep open the whole or any part of the Insured Event(s) after opening, followed by the reopening thereof.

Relocation	2.9	Relocation or Relocated means the unavoidable removal of the Insured Event(s) to another Venue.
Participant	2.10	Participant means any party who performs or would perform any essential function needed for the successful fulfilment of the Insured Event(s).
Venue	2.11	Venue means the place(s) stated in the Schedule where the Insured Event(s) is to be held.

### 3. CONDITIONS PRECEDENT

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

Truth of Statements	3.1	truthfully declared all material facts likely to influence a reasonable Underwriter in determining: <ul style="list-style-type: none"> <li>(3.1.1) whether or not to accept the risk or any subsequent amendment,</li> <li>(3.1.2) the premium,</li> <li>(3.1.3) the conditions, exclusions and limitations,</li> </ul> having diligently made all necessary inquiries to establish those facts.
Pre-existing Conditions	3.2	no knowledge at inception, of any undisclosed matter, fact or circumstance, actual or threatened, that increases or could increase the possibility of a loss under this Insurance.
Premium Payment	3.3	paid the premium due in accordance with the written conditions of quotation contained in the Proposal Form and/or in the ensuing quotation.
Materiality of Information	3.4	declared that all information contained in the written Proposal Form or supplied to support such proposal or other application for this Insurance is in all respects true and complete and unchanged at the inception of this Insurance. Further the Assured agrees that all such information is material, such items form the basis of this Insurance and are incorporated herein.
Obligation to Rearrange	3.5	an obligation to rearrange Cancelled or Abandoned Insured Event(s) to another time in order to avoid or diminish a loss herein insured.

### 4. WARRANTIES

It is warranted that the Assured shall:

Legal	4.1	observe and comply with the requirements of any law, ordinance, court or requirements regulatory body of whatever jurisdiction.
Necessary arrangements	4.2	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.
Contractual requirements and authorisations	4.3	ensure that all necessary contractual arrangements have been made and confirmed in writing with the Assured 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. GENERAL CONDITIONS

False or Fraudulent Acts	5.1	Any fraud, misstatement or concealment in the information provided or in the making of a claim or otherwise howsoever, shall render all claims hereunder forfeit.
Due Diligence Clause	5.2	The Assured shall at all times do and concur in doing all things necessary to avoid or diminish a loss under this Insurance.
Definitions	5.3	This Insurance and Schedule 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 Insurance or Schedule shall bear such meaning wherever it may appear.
Compliance with Terms	5.4	The Assured shall observe and fulfill the terms and conditions contained herein or endorsed hereon.
Permission for other Insurance	5.5	It is understood and agreed that no other insurance shall be effected by the Assured 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 Insurance.
Under-insurance	5.6	The Assured shall maintain insurance adequate to cover the full value of a total loss of Expenses (and Profit if insured) for each Insured Event, without any allowance for recoveries, savings or waivers. Should the Assured 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 Profit if insured) for the relevant Insured Event.
Premium and Expenses	5.7	The premium and any expense incurred in the formulation of a claim hereunder shall not be recoverable items.
No Return of Premium	5.8	The premium being prepaid and this Insurance non-cancellable there can be no return of premium unless otherwise stated in the Schedule.
Maintenance of Records	5.9	The Assured shall maintain adequate records in connection with the subject matter insured hereunder.
Salvage and Recoveries	5.10	All salvage, recoveries and payments due to the Assured 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.
Subrogation	5.11	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 Assured or otherwise. In the event of any payment under this Insurance, the Underwriters shall be subrogated to the extent of such payment to all the Assured's rights of recovery and the Assured shall execute all papers required and shall do everything that may be necessary to secure such rights.
Condition for Legal Action	5.12	No suit shall be brought upon this Insurance unless the Assured has complied with all the provisions of this Insurance and has commenced suit within twelve months after the loss occurs.
Assignment	5.13	This Insurance may not be assigned in whole or in part without the prior written consent of the Underwriters.
Loss Payee	5.14	If the Loss Payee is other than the Assured, all claim payments due under the terms and conditions of this Insurance shall be made payable to the party(s) detailed 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 Assured and Loss Payee(s) in connection with said loss(es).

Jurisdiction	5.15	In the Proposal Form the Assured had the choice of law and jurisdiction to apply. Unless the Assured requested and the Underwriters agreed otherwise in writing this Insurance is mutually agreed to be governed and construed in accordance with the laws of England and Wales whose courts shall have jurisdiction.
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## 6. EXCLUSIONS

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

Non-appearance	6.1	non-appearance of individual: members, officials, speakers, teams, players, performers, performing groups, Participants, exhibitors or guests.
Duty of Care	6.2	the Assured's lack of care, diligence or prudent behaviour, the result of which would increase the risk, and/or likelihood of a loss, hereunder.
Breach of Contract	6.3	any contractual dispute or breach by the Assured.
Alterations or Variation	6.4	alterations or variance of Insured Event(s) without the prior approval of the Underwriters.
Adverse Weather	6.5	adverse weather in respect of outdoor events.
Temporary Structures and the like	6.6	any Event(s) in the open or under canvas or in a temporary structure unless expressly agreed by the Underwriters in writing.
Unavailability of Venues	6.7	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 Assured at the inception of this Insurance or at the time of making the booking whichever is the later.
Undeclared Expenses	6.8	Expenses which have not been declared to and agreed by the Underwriters.
Reduced Attendance	6.9	any reduction in attendance that is not specifically attributable to the necessary Cancellation, Abandonment, Postponement, Interruption, or Relocation.
Arrangements	6.10	the Assured failing to:
Legal Requirements		(6.10.1) observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
Necessary Arrangements		(6.10.2) 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.
Contractual Requirements and Authorisations		(6.10.3) ensure that all necessary contractual arrangements were made and confirmed in writing with the Assured 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).
Fraud	6.11	any fraud, misrepresentation or concealment by the Assured.
War Actual or	6.12	actual or threatened war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or Threatened usurped power, confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Civil Commotion	6.13	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.
Customs Seizure	6.14	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.
National Service	6.15	the operation of any statute or law providing for compulsory national service.
Government or Civil Intervention	6.16	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 which is the subject of this Insurance.
Radioactive Contamination	6.17	(6.17.1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,  (6.17.2) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
Seepage and/or Pollution and/or Contamination	6.18	seepage and/or pollution and/or contamination unless it is discovered during the period of this Insurance and is a direct cause of a loss hereunder.
Financial Causes	6.19	(6.19.1) withdrawal, insufficiency or lack of finance howsoever caused,  (6.19.2) the financial failure of any venture,  (6.19.3) lack of or inadequate receipts, sales or profits of any venture,  (6.19.4) variations in the rate of exchange, rate of interest or stability of any currency,  (6.19.5) financial default, insolvency, or failure to pay of any person, corporation or entity,  all ((6.19.1) to (6.19.5)) whether a party to this Insurance or otherwise.
Lack of Support	6.20	(6.20.1) lack of or inadequate response or inadequate financial or other support or withdrawal of such support by any party,  (6.20.2) lack of or inadequate attendance or insufficient interest prior to the date and time scheduled for any Insured Event.
Other Insurance	6.21	any happening which is insured by or would, but for the existence of this 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 Insurance not been effected.

## **7. CLAIMS PROCEDURE**

It is a condition precedent to the liability of the Underwriters that in the event of any happening or circumstance which could give rise to a claim under this Insurance, the Assured shall:

- 7.1 (7.1.1) as a matter of urgency give notice by the most expeditious means of the happening of any circumstance, to the person(s) designated in the attached Schedule;
- (7.1.2) confirm the facts in writing as soon as possible, with as much information as available;

- (7.1.3) make no admission of liability without the prior written consent of the Underwriters;
- (7.1.4) take all steps to minimise or avoid any loss hereunder;
- (7.1.5) provide the Underwriters or their appointed representatives with:
  - i) all necessary assistance in a timely manner,
  - ii) all information required,
  - iii) all documentation and records necessary to establish and assess indemnity hereunder and copies or extracts as may be required;
- (7.1.6) prove the loss to the satisfaction of the Underwriters;
- (7.1.7) forward immediately to the Underwriters or their representatives any letter, writ or other document received in connection with any claim made under this Insurance.

7.2 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 Assured 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.

7.3 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 Insurance.

7.4 allow the Underwriters the right, if they so wish, to:

- (7.4.1) take such steps as they deem necessary to prevent, mitigate or minimise a loss.
- (7.4.2) take over and conduct the defence or settlement of claims made against the Assured that are covered by this Insurance.
- (7.4.3) pursue all rights or remedies available to the Assured whether or not payment has been made hereunder.