

EVENT CANCELLATION CERTIFICATE WORDING



International
Underwriting
Agencies Ltd

www.iua.co.nz

Insurance Clause

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.

Insuring Clause	1.1	Subject always to the terms, conditions, limitations and exclusions contained herein or endorsed hereon this Insurance is to indemnify the Insured 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 Insured and the Participant therein.
Additional Costs	1.2	This Insurance also indemnifies the Insured for proven additional costs or charges reasonably and necessarily paid by the Insured 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 Insured.
Maximum Liability	1.4	The Insurers' 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.

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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 Insured 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 Insured 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 Insured 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 Insured in organising, 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 Insured 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.
Insurer	2.12	Certain underwriters at Lloyds and/or companies (Insurers) acting through their agent International Underwriting Agencies Limited

Conditions Precedent

It is a condition precedent to the liability of the Insurers that the Insured has:

Truth of Statements	truthfully declared all material facts likely to influence a reasonable Insurer in determining: whether or not to accept the risk or any subsequent amendment, the premium, the conditions, exclusions and limitations, having diligently made all necessary inquiries to establish those facts.
Pre-existing Conditions	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	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	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 Insured agrees that all such information is material, such items form the basis of this Insurance and are incorporated herein.
Obligation to Rearrange	an obligation to rearrange Cancelled or Abandoned Insured Event(s) to another time in order to avoid or diminish a loss herein insured.

Warranties

It is warranted that the Insured shall:

Legal requirements	4.1	observe and comply with the requirements of any law, ordinance, court or 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 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) are obtained in a timely manner and valid for the period of the Insured Event(s).



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 Insured 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 Insured shall observe and fulfil 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 Insured to protect the interest insured hereunder without the prior written approval of the Insurers. In the event that such other insurance is effected, the Insurers reserve the right to amend the terms and conditions of this Insurance.
Under-insurance	5.6	The Insured 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 Insured fail to do so then the Insurers 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 Insured 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 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.
Subrogation	5.11	The Insurers 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 Insurance, the Insurers shall be subrogated to the extent of such payment to all the Insured's rights of recovery and the Insured 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 Insured 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 Insurers.

Loss Payee	5.14	If the Loss Payee is other than the Insured, 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 Insurers to the Loss Payee(s) shall be a sufficient and complete discharge of all of the Insurers' obligations to the Insured and Loss Payee(s) in connection with said loss (es).
Jurisdiction	5.15	It is mutually agreed that this Certificate is to be governed and construed in accordance with the laws of New Zealand whose courts shall have jurisdiction.
Service of Suit Clause	5.16	The Insurers hereon agree that:- (i) In the event of a dispute arising under this Certificate, Insurers at the request of the insured (or reinsured) will submit to the jurisdiction of any competent Court in New Zealand. Such dispute shall be determined in accordance with the law and practice applicable in such Court. (ii) Any summons notice or process to be served upon the Insurers may be served upon :

Lloyd's General Representative
c/o Hazelton Law
Level 3
101 Molesworth Street
Wellington
New Zealand

Who has authority to accept service and to enter an appearance on Insurers' behalf, and who is directed at the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that he will enter an appearance on Insurers' behalf.

- (iii) If a suit is instituted against any one of the Insurers all Insurers hereon will abide by the final decision of such court or any competent appellate court.

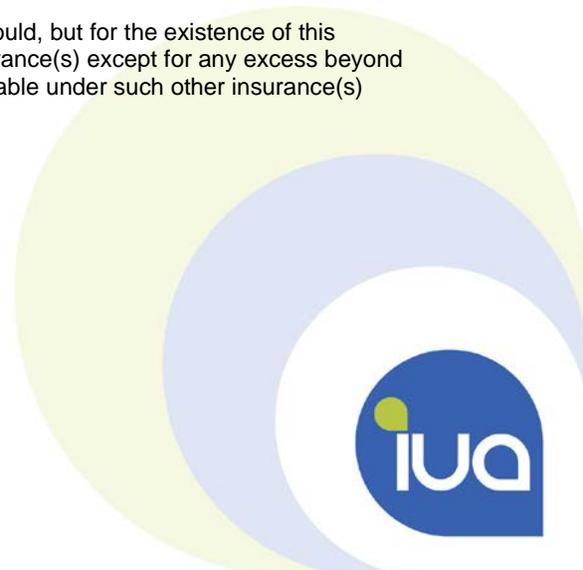


Exclusions

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 Insured'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 Insured.
Alterations or Variation	6.4	alterations or variance of Insured Event(s) without the prior approval of the Insurers.
Adverse Weather	6.5	adverse weather in respect of outdoor performances unless agreed by Insurers and stated as covered in the schedule and subject to the definition attached.
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 Insurers 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 Insured 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 Insurers.
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 Insured 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 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).
Fraud	6.11	any fraud, misrepresentation or concealment by the Insured.
War Actual or Threatened	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 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	<p>6.17.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,</p> <p>6.17.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.</p>
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	<p>6.19.1 withdrawal, insufficiency or lack of finance howsoever caused,</p> <p>6.19.2 the financial failure of any venture,</p> <p>6.19.3 lack of or inadequate receipts, sales or profits of any venture,</p> <p>6.19.4 variations in the rate of exchange, rate of interest or stability of any currency,</p> <p>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.</p>
Lack of Support	6.20	<p>6.20.1 lack of or inadequate response or inadequate financial or other support or withdrawal of such support by any party,</p> <p>6.20.2 lack of or inadequate attendance or insufficient interest prior to the date and time scheduled for any Insured Event.</p>
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.



National Mourning 6.22 This insurance excludes losses arising directly or indirectly as a result of any declaration of National Mourning in respect of any person over 65 years of age including HRH Queen Elizabeth II or HRH Prince Phillip.

Electronic Date Recognition Exclusion (E.D.R.E) 6.23 This Certificate does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

(a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or

(b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

Terrorism 6.24 Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of or threat of or fear of terrorism (whether actual or perceived) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an unlawful act, including but not limited to the use of force or violence and/or the threat thereof, 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.

This exclusion also excludes loss damage, cost or expense of whatsoever nature 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 or threat of or fear of terrorism (whether actual or perceived).

If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Biological & Chemical 6.25 It is agreed that, regardless of any contributory clauses, this insurance does not cover any loss, damage, cost or expense directly or indirectly arising out of

a. Missiles, bombs, grenades, explosives

b. Biological or chemical contamination
'Contamination' means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances

7.1.7 forward immediately to the Insurers or their representatives any letter, write 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 Insurers at such reasonable time and place as may be designated by the Insurers 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 Insurers or their representatives in connection with any investigation hereunder, shall be deemed a waiver of any defence which the Insurers might otherwise have. All such examinations and acts shall be deemed to have been made or done without prejudice to the Insurers' liability.

7.3 as soon as is practicable render a signed and sworn proof of loss to the Insurers or their representative to substantiate the occurrence, nature, cause and amount of loss claimed under this Insurance.

7.4 allow the Insurers 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 Insured that are covered by this Insurance.

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

Endorsements and additional conditions applying to event cancellation certificate

Adverse weather definition

Adverse Weather is defined as extreme weather conditions which:

- a) prevent the Insured and/or Event Organiser from undertaking the necessary set-up to permit the event to proceed and/or
- b) on the day of the event is deemed by the Insured and/or Event Organiser to present a Danger to those attending and/or participating if the event were to proceed and/or
- c) is deemed by the Local Authority and/or Event Organiser to present a hazard to those attending and/or participating if the event were to proceed.

Danger means flooding, storm causing physical damage to the venue and surrounding vicinity and life threatening lightening. In the event of a claim under this clause the onus is upon the insured to prove that Danger existed to those attending and/or participating.





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