

Policy

Wordings.

Event Cancellation
Policy

DUAL

Insurance Clause

The marginal notes are intended for guidance only.

They do not form part of this Policy, 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 Policy 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 Policy 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

Abandonment	2.1	Abandonment or Abandoned means the inability to complete any or all of the Insured Event(s) once commenced.
Ascertained Net Loss	2.2	Ascertained Net Loss means such sums in excess of any deductible stated in the schedule as represent: <ul style="list-style-type: none"> 2.2.1 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 2.2.2 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.
Cancellation	2.3	Cancellation or Cancelled means the inability to proceed with any or all of the Insured Event(s) prior to commencement.
Expenses	2.4	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.
Gross Revenue	2.5	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.
Insured	2.6	Insured as stated in the schedule
Insured Event(s)	2.7	The Event(s) stated in the schedule
Insurer	2.8	Certain underwriters at Lloyds and/or companies (Insurers) acting through their agent International Underwriting Agencies Limited as stated in the schedule
Interruption	2.9	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.
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).

Policy	2.11	<p>Policy – means all documents relating to this insurance including</p> <ol style="list-style-type: none"> 1. this policy document, and 2. the schedule, and 3. any endorsements or warranties that the Insurer’s apply, and 4. the information that has been provided in the statements, proposal(s) and documentation on which this insurance is based.
Postponement	2.12	<p>Postponement or Postponed means the unavoidable deferment of any or all of the Insured Event(s) to another time.</p>
Profit (when insured)	2.13	<p>Profit (when insured) means the amount by which Gross Revenue exceeds Expenses.</p>
Relocation	2.14	<p>Relocation or Relocated means the unavoidable removal of the Insured Event(s) to another Venue.</p>
Venue	2.15	<p>Venue means the place(s) stated in the schedule where the Insured Event(s) is to be held.</p>

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 Policy.
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 Policy is in all respects true and complete and unchanged at the inception of this Policy. Further the Insured agrees that all such information is material, such items form the basis of this Policy 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:

Contractual requirements and authorisations	4.1	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).
Legal requirements	4.2	observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
Necessary arrangements	4.3	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.

General conditions

Assignment	5.1	This Policy may not be assigned in whole or in part without the prior written consent of the Insurers.
Compliance with Terms	5.2	The Insured shall observe and fulfil the terms and conditions contained herein or endorsed hereon.
Condition for Legal Action	5.3	No suit shall be brought upon this Policy unless the Insured has complied with all the provisions of this Policy and has commenced suit within twelve months after the loss occurs.
Definitions	5.4	This Policy 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 Policy or schedule shall bear such meaning wherever it may appear
Due Diligence Clause	5.5	The Insured shall at all times do and concur in doing all things necessary to avoid or diminish a loss under this Policy.
False or Fraudulent Acts	5.6	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.
Jurisdiction	5.7	It is mutually agreed that this Policy is to be governed and construed in accordance with the laws of New Zealand whose courts shall have jurisdiction.
Loss Payee	5.8	If the Loss Payee is other than the Insured, all claim payments due under the terms and conditions of this Policy 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).
No Return of Premium	5.9	The premium being prepaid and this Policy non-cancellable there can be no return of premium unless otherwise stated in the schedule.
Permission for other Insurance	5.10	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.
Premium and Expenses	5.11	The premium and any expense incurred in the formulation of a claim hereunder shall not be recoverable items.
Salvage and Recoveries	5.12	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.
Service of Suit Clause	5.13	The Insurers hereon agree that: - (i) In the event of a dispute arising under this Policy, 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.

Subrogation

- 5.14 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 Policy, 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.

Exclusions

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

Adverse Weather	6.1	adverse weather in respect of outdoor performances unless agreed by Insurers and stated as covered in the schedule and subject to the definition attached.
Alterations or Variation	6.2	alterations or variance of Insured Event(s) without the prior approval of the Insurers.
Arrangements Contractual Requirements and Authorisations	6.3	the Insured failing to:
	6.3.1	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).
Legal Requirements	6.3.1	observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
Necessary Arrangements	6.3.2	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.
Biological & Chemical	6.4	It is agreed that, regardless of any contributory clauses, this Policy does not cover any loss, damage, cost or expense directly or indirectly arising out of <ul style="list-style-type: none"> 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
Breach of Contract	6.5	any contractual dispute or breach by the Insured
Civil Commotion	6.6	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.
Communicable Disease & Covid 19 Event Exclusion	6.7	Notwithstanding any provision to the contrary, this Contract of Policy does not cover any loss directly or indirectly arising out of, contributed to, by, or resulting from any Communicable Disease or the fear or threat (whether actual or perceived) of any Communicable Disease.

For the purpose of this Exclusion, Communicable Disease means any disease capable of being transmitted from any organism to another organism by means of any substance or agent

For the avoidance of any doubt, COVID-19 is considered to be a Communicable Disease and this policy does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from:

- 1.1. Coronavirus disease (COVID-19);
 - 1.2. Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2); or
 - 1.3. any mutation or variation of SARS-CoV-2;
- or from any fear or threat of 1.1, 1.2 or 1.3 above;

All other terms and conditions remain unchanged

If we allege that by reason of this exclusion, any loss is not covered by this Policy, the burden of proving the contrary is on the Insured.

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| Customs Seizure | 6.9 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. |
| Cyber Exclusion | 6.10 This Policy does not cover any loss directly or indirectly arising out of contributed to, by or resulting from any; <ul style="list-style-type: none"> 1.1 Cyber Act or Cyber Incident or the fear or threat (whether actual or perceived) of any Cyber Act or Cyber Incident; or 1.2 action taken in controlling, preventing, suppressing, or remediating any Cyber Act or Cyber Incident or the fear or threat (whether actual or perceived) of any Cyber Act or Cyber Incident. |

DEFINITIONS

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, involving access to, processing of, use of or operation of any Computer System

Cyber Incident means;

1. Any error or omission, or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
2. Any partial or total unavailability of failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

All other terms and conditions remain unchanged.

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| Duty of Care | 6.11 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 |
| Financial Causes | 6.12 <ul style="list-style-type: none"> 6.12.1 withdrawal, insufficiency or lack of finance howsoever caused, 6.12.2 the financial failure of any venture 6.12.3 lack of or inadequate receipts, sales or profits of any venture 6.12.4 variations in the rate of exchange, rate of interest or stability of any currency 6.12.5 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 Policy or otherwise |

	6.13	The Insurers shall not be liable for any claim directly or indirectly caused by arising from or contributed to by Foot and Mouth Disease.
Foot and Mouth Disease Exclusion		Where the Insurers alleges by reason of this Exception that any loss is not covered by this Policy the burden of proving such loss is covered shall be on the Insured. Subject otherwise to the terms Exceptions and Conditions of the Policy.
	6.14	any fraud, misrepresentation, or concealment by the Insured.
Fraud	6.15	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 Policy.
Government or Civil Intervention		
	6.16	6.16.1 lack of or inadequate response or inadequate financial or other support or withdrawal of such support by any party, 6.16.2 lack of or inadequate attendance or insufficient interest prior to the date and time scheduled for any Insured Event.
Lack of Support		
	6.17	This Policy 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.
National Mourning		
	6.18	the operation of any statute or law providing for compulsory national service
National Service	6.19	non-appearance of individual: members, officials, speakers, teams, players, players, performing groups, Participants, exhibitors or guests.
Non-appearance	6.20	any happening which is insured by or would, but for the existence of this Policy, 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 Policy not been effected.
Other Insurance		
	6.21	6.21.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel 6.21.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
Radioactive Contamination		
	6.22	any reduction in attendance that is not specifically attributable to the necessary Cancellation, Abandonment, Postponement, Interruption, or Relocation
Reduced Attendance		
	6.23	Excluding any loss expense or liability directly or indirectly arising out of, attributable to, or resulting from 6.23.1 Severe Acute Respiratory Syndrome (SARS) and / or 6.23.2 Atypical Pneumonia and / or 6.23.3 Bird Flu (Avian Flu) and / or
SARS/Avian Flu/ Atypical Pneumonia/ Swine Flu Exclusion		

- 6.23.4 Swine Flu and / or
- 6.23.5 Any other influenza variant deemed an epidemic or pandemics by the WHO
- 6.23.6 Or any threat or fear thereof (whether actual or perceived) in respect of 6.23.1, 6.23.2, 6.23.3, 6.23.4 & 6.23.5 above.

If the Insurer alleges that by reason of this Exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

Seepage and/or Pollution and/or Contamination	6.24	seepage and/or pollution and/or contamination unless it is discovered during the period of this Policy and is a direct cause of a loss hereunder.
Temporary Structures and the like	6.25	any Event(s) in the open or under canvas or in a temporary structure unless expressly agreed by the Insurers in writing.
Terrorism	6.26	<p>Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed this Policy 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.</p> <p>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.</p> <p>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).</p> <p>If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.</p> <p>In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.</p>
Unavailability of Venues	6.27	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 Policy or at the time of making the booking whichever is the later.
Undeclared Expenses	6.28	Expenses which have not been declared to and agreed by the Insurers.
War Actual or Threatened	6.29	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.

Claims Procedure

It is a condition precedent to the liability of the Insurers that in the event of any happening or circumstance which could give rise to a claim under this Policy, the Insured 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 Insurers;
 - 7.1.4 take all steps to minimise or avoid any loss hereunder;
 - 7.1.5 provide the Insurers 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 Insurers;
 - 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 Policy.

- 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 Policy.

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



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