

1. INSURING CLAUSE

Subject always to the terms, conditions, limitations and exclusions contained herein or endorsed hereon:

- 1.1 This Insurance is to indemnify the Insured for their Transaction Value Costs should any Insured Event(s) be necessarily Cancelled, Abandoned, Postponed, Interrupted, Curtailed or Relocated, which necessary Cancellation, Abandonment, Postponement, Interruption, Curtailment or Relocation is the sole and direct result of a cause not otherwise excluded which occurs during the period of insurance and is beyond the control of both the Insured and the Participant therein and results in the Insured having to refund Transaction Value Costs to their customers.
- 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 payable hereunder, provided such additional costs or charges do not exceed the amount of loss thereby avoided or diminished.
- 1.3 The Insurers' maximum liability shall not exceed the Limit of Indemnity stated in the Risk Details for the relevant Insured Event(s) nor the Maximum Aggregate Limit of Indemnity stated in the Risk Details.

2. DEDUCTIBLE

- 2.1 This Insurance is subject to the deductible(s) stated in the Risk Details.

3. DEFINITIONS

- 3.1 Transaction Value Costs means the total of those costs paid by the customers of the Insured for tickets to an Event(s) to include related services connected to the Event(s) together with any administrative/booking fee(s) relating to the Event(s) and purchased as one transaction as recorded within the Event Protect Platform.
- 3.2 Event Protect Platform means the recording and management system of Event Protect Limited approved by insurers.
- 3.3 Refund Application Process means the process approved and managed by Insurers or their Agents acting in their name by which recompense is made in the name of the Insured to the Loss Payee.
- 3.4 Insured means Event Protect and/or The Ticket Agent Members of the Event Protect Ltd platform who have been declared to and agreed by Insurers prior to the Event(s) taking place
- 3.5 Loss Payee means the customer of the Insured who paid the Transaction Value Costs to the Insured.
- 3.6 Insured Event(s) means the event(s) stated in the Risk Details.
- 3.7 Cancellation or Cancelled means the inability to proceed with the Insured Event(s) prior to commencement.
- 3.8 Abandonment or Abandoned means the inability to complete the Insured Event(s) once commenced.

- 3.9 Postponement or Postponed means the unavoidable rescheduling of the Insured Event(s) to another time.
- 3.10 Interruption or Interrupted means the inability of the Insured to keep open the Insured Event(s) after opening, followed by the reopening thereof.
- 3.11 Curtailment or Curtailed means the unavoidable partial closure of the Insured Event(s).
- 3.12 Relocation or Relocated means the unavoidable removal of the Insured Event(s) to another location.
- 3.13 Participant means any party who is contracted by the Insured to perform a function critical to successful fulfilment of the Insured Event(s).
- 3.14 Venue means the place(s) stated in the Risk Details where the Insured Event(s) is to be held.
- 3.15 Terrorism means an unlawful act, including but not limited to the use of force or violence, 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.

4. CONDITIONS PRECEDENT

The Insurers shall not be liable to pay any claim hereunder unless the Insured complies with the following Conditions Precedent:

The Insured has:

- 4.1 truthfully declared all material facts likely to influence a reasonable Insurer in determining:
 - (4.1.1) whether or not to accept the risk or any subsequent amendment,
 - (4.1.2) the premium,
 - (4.1.3) the terms, conditions, exclusions and limitations,having diligently made all necessary inquiries to establish those facts.
- 4.2 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.
- 4.3 paid the premium due in accordance with terms set out in the Risk Details.
- 4.4 declared that all information contained in the completed Proposal Form and/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 such information is material, and forms the basis of this Insurance and is incorporated herein.

5. WARRANTIES

It is warranted that the Insured shall:

- 5.1 observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
- 5.2 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.
- 5.3 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).

Failure to comply with any of the above warranties automatically discharges the Insurers from all liability under this Insurance.

6. GENERAL CONDITIONS

- 6.1 Any fraud, concealment, or intentional misstatement or negligent statement of the information provided or in the making of a claim, shall entitle the Insurers to refuse payment of a claim or treat this insurance as though it had never existed.
- 6.2 The Insured shall at all times do and concur in doing all things necessary to avoid or diminish a loss under this Insurance, including where possible Postponement or Relocation of the Insured Event.
- 6.3 The Insured shall observe and fulfil the terms and conditions contained herein or endorsed hereon.
- 6.4 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.
- 6.5 The Insured shall maintain insurance adequate to cover the full value of a total loss of Expenses (and Net 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 Net Profit if insured) for the relevant Insured Event(s).
- 6.6 The premium and any expense incurred in the formulation of a claim shall not be recoverable items.
- 6.7 This Insurance is non-cancellable and there can be no return of premium unless otherwise stated in the Risk Details.
- 6.8 The Insured shall maintain adequate records in connection with the subject matter insured hereunder.

- 6.9 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.
- 6.10 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.
- 6.11 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.
- 6.12 This Insurance may not be assigned in whole or in part without the prior written consent of the Insurers.
- 6.13 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) stated in the Risk Details 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).
- 6.14 Unless the Ensured requested and the Insurers 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 exclusive jurisdiction.

7. EXCLUSIONS

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

- 7.1 non-appearance of any person or group(s) of persons.
- 7.2 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.
- 7.3 any contractual dispute or breach by the Insured or any Participant.
- 7.4 alterations or variance of Insured Event(s) without the prior written approval of the Insurers.
- 7.5 adverse weather in respect of any outdoor Insured Event(s) other than where the weather:-
- 7.5.1 prevents the Insured and/or event organiser from undertaking the necessary set-up to permit the Insured Event to proceed; and/or
- 7.5.2 on the day of the Insured Event is deemed by the Insured and/or event organizer and/or Local Authority to present a danger to those attending and/or participating if the Insured Event were to proceed; and/or
- 7.5.3 is deemed by the Local Authority to present a hazard to those attending and/or participating if the Insured Event were to proceed.

- 7.6 any Insured Event(s) in the open or under canvas where the stage area is not covered on three sides and above, other than:
- 7.6.1 if weather conditions exist that require the covering on the sides of the stage area to be removed due to engineering specifications and/or a high wind action plan as long as the side covering is replaced as soon as practicable after the adverse weather conditions abate to within those conditions allowable by the engineering specifications (but no longer than the start of the next day's performance); and
 - 7.6.2 where a mobile hydraulic stage, a pop up stage or other similar stage is used, which have technical specifications which do not allow for the complete covering of the sides of the stage, then the sides of the stage are covered as much as the technical specifications allow.
- 7.7 any Insured Event(s) in the open or under canvas where the electrical equipment and wiring do not meet minimum recognised industry standards and are not fully compliant with governmental codes applicable to the Venue.
- 7.8 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.
- 7.9 Transaction Value Costs which have not been declared to and agreed by the Insurers.
- 7.10 any reduction in attendance that is not specifically attributable to the necessary Cancellation, Abandonment, Postponement, Interruption, Curtailment or Relocation of the Insured Event(s).
- 7.11 the Insured failing to:
- (7.11.1) observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
 - (7.11.2) 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.
 - (7.11.3) ensure that all necessary contractual arrangements with the Insured are 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).
- 7.12 any fraud, misrepresentation or concealment by the Insured.
- 7.13 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.

- 7.14 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.
- 7.15 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.
- 7.16 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.
- 7.17
- (7.17.1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - (7.17.2) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
 - (7.17.3) nuclear reaction, nuclear radiation or radioactive contamination.
- 7.18 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 covered hereunder.
- 7.19
- (7.19.1) withdrawal, insufficiency or lack of finance howsoever caused,
 - (7.19.2) the financial failure of any venture,
 - (7.19.3) lack of or inadequate receipts, sales or profits of any venture,
 - (7.19.4) variations in the rate of exchange, rate of interest or stability of any currency,
 - (7.19.5) financial default, insolvency, or failure to pay of any person, corporation or entity,
- all ((7.19.1) to (7.19.5)) whether a party to this Insurance or otherwise.
- 7.20
- (7.20.1) lack of or inadequate response or inadequate financial or other support or withdrawal of such support by any party,
 - (7.20.2) lack of or inadequate attendance or insufficient interest prior to the date and time scheduled for any Insured Event.
- 7.21 the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing, concurrently or in any other sequence, thereto.

- 7.22 any communicable disease or threat or fear of communicable disease (whether actual or perceived) which leads to:
- (7.22.1) the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency;
 - (7.22.2) any travel advisory or warning being issued by a national or international body or agency.
- 7.23 national, court or religious mourning whether declared or not.
- 7.24
- (7.24.1) any act of Terrorism and/or the threat thereof (whether actual or perceived) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
 - (7.24.2) any loss resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism or fear thereof.
- 7.25 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.

8. CLAIMS PROCEDURE

The Insurers shall not be liable to pay any claim hereunder unless the Insured complies with the following conditions:-

In the event of any happening or circumstance which could give rise to a claim under this Insurance, the Insured shall:

- 8.1
- (8.1.1) as a matter of urgency give notice to the person(s) designated in the attached Risk Details,
 - (8.1.2) confirm the facts in writing as soon as possible, with all information that is available,
 - (8.1.3) make no admission of liability without the prior written consent of the Insurers,
 - (8.1.4) take all steps to minimise or avoid any loss hereunder,

- (8.1.5) 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;

- (8.1.6) prove the loss to the satisfaction of the Insurers,

- (8.1.7) forward immediately to the Insurers or their representatives any letter, writ or other document received in connection with any claim made under this Insurance.

- 8.2 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.

- 8.3 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.

- 8.4 allow the Insurers the right, if they so wish, to:
 - (8.4.1) take such steps as they deem necessary to prevent, mitigate or minimise a loss,

 - (8.4.2) take over and conduct the defence or settlement of claims made against the Insured that are covered by this Insurance,

 - (8.4.3) pursue all rights or remedies available to the Insured whether or not payment has been made hereunder.