

## Condizioni di Assicurazione

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### Sommario

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#### **1.SCHEDULE**

#### **2.NON-APPERANCE COVERAGE FORM**

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## 1. SCHEDULE

This Coverage Part provides Cancellation and Non-Apperance Coverage.

2. Scope of coverage	
Policyholder: Name Address	
Broker Name Address	
Insurer:	Allianz Global Corporate & Specialty SE Rappresentanza Generale per l'Italia Piazza Tre Torri, 3 20145 Milano Italia
3. Policy Period	
From (inception date)	
To:	
4. Insured Event(s), Venue(s) and Duration:	
Insured Event(s):	
Venue(s):	
Date:	
5. Insured Person(s):	
6. Terms, Conditions, Exclusions, Warranties and Limitations in addition to those shown in this Policy:	
It is noted and agreed that :	
<ul style="list-style-type: none"> <li>- IV. PERILS is amended as follows:               <ul style="list-style-type: none"> <li>A. DEATH of any <b>insured person(s)</b>.</li> <li>B. ACCIDENTAL BODILY INJURY to or ILLNESS of any <b>insured person(s)</b> which, in the opinion of an independent medical practitioner approved by the Insurer(s), prevents such <b>insured person(s)</b> from appearing or continuing to appear in any or all of the <b>insured event(s)</b>.</li> <li>C. TRAVEL DELAY as a result of travel arrangements being irrevocably altered, resulting in the inability of any <b>insured person(s)</b> to be at the <b>venue</b>, provided always that such travel arrangements shall have been made so as to provide adequate time for arrival prior to the <b>insured event</b>.</li> </ul> </li> </ul>	

D. ARTIST'S FEE paid also in case of Non-Appearance in the occurrence of an event **outside the control** of Artistco, Client and/or the Artist which shall include without limitation the death, illness, accident or incapacity of the Artist due to factors outside the Artist's control or the death or serious injury to or serious illness of any one of the Artist's, spouse, common law spouse, children/step children, grandchildren, mother, father, mother/father in law, sister, brother, grandmother/-father (in each case as evidenced by a doctors certificate)

E. All other perils not specifically limited or excluded elsewhere in this insurance.

- EXCLUSION VIII 4 is deleted

However, It is herewith warranted that the insured person(s) is fit and healthy minimum 30 days prior to inception of this policy.

- If a Force **Majeure Event** prevents the presentation of the **insured event** in the manner required by or reasonably expected under the terms of the agreement between the **Insured** and the artist's representative (Artistco), then absent a mutual agreement to the contrary:
  - a. the **insured event** shall be **cancelled**;
  - b. neither party hereto shall be in default of its obligations by reason of such **cancellation**.

It is noted that the artist's representative shall be entitled to retain the artist fee should the **insured event** be totally cancelled.

It is further noted that in the event that the **insured event** is partially **cancelled** then the artist's representative will repay to the **Insured** any part of the artist fee already paid by the **Insured** less such amount as represents the artist's representative actual costs incurred with respect to the **insured event** and the preparation therefore as evidenced by invoices produced to the **Insured** by the artist's representative.

**Force Majeure** is defined as an event which is both extraordinary and that could have not reasonably been expected.

## 7. Conditions Precedent:

It is noted and agreed that

1. all local licensees have been issued to the insured and the authorities approved the hosting of the event.
2. all safety and security services and measures are taken according to regulations in respect of the insured events.
3. that the non-appearance of Robbie Williams will not result in a Cancellation of the Fashion Show.

It is a condition precedent to liability of Insurers that all electrical equipment and wiring are protected from the effects of weather.

## 8. Limits of indemnity and deductible

	Limit of Indemnity	Deductible
Total cost Including:		Nil
- Sub-limit in respect of Non-Appearance of the Artist (Fee)		

## 9. Endorsement(s) made a part of the Coverage Form at time of issuance

Endorsement 1  
Endorsement 2, etc..

Insurance is provided against those perils and for those coverages under those sections for the amount of Limit of Indemnity shown in Schedules incorporated herein, subject to all terms of the Coverage Form and Policy and all forms and endorsements made a part hereof.

**10. Premium:**

100% Premium incl. Endorsements	
+ Insurance Tax (21,25%)	
<b>= Total</b>	
Payment terms: 30 days from the date of inception	

**11. Claims Notification address:**

Allianz Global Corporate & Specialty SE Piazza Tre Torri, 3 - 20145 MILANO claims.agcs@allianz.it	
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**12. Applicable law**

This insurance shall be governed by the laws and jurisdiction of Italy.

**13. Information**

This terms & conditions are based on the information provided by the broker.

**THIS SCHEDULE, TOGETHER WITH THE POLICY CONDITIONS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY**

The parts of the Policy are:

- the Non-Appearance Cancellation Schedule;
- the Non-Appearance Coverage Form
- and the Endorsements, as well as any other endorsement to the Policy agreed while the Policy is in Force;

Any word or expression which is given a specific meaning under the Policy or Section Definitions has the same meaning wherever it appears in the Policy, unless the context admits otherwise.

This Policy is entered into by and between the Insurer and the Policyholder acting on behalf and for the benefit of whom it may concern.

The policyholder hereby acknowledges that he received, read and accepted in all their provisions a copy of the following documents:

- the draft of the insurance policy and its Endorsements

IN WITNESS WHEREOF, the parties have signed in their respective names as of

The Policyholder

The Company

## 2. NON-APPEARANCE COVERAGE FORM POLICY CONDITIONS

### THE INSURED IS REQUESTED TO READ THIS COVERAGE FORM AND THE APPLICABLE SCHEDULE PAGE(S) AND, IF INCORRECT, RETURN IT IMMEDIATELY TO THEIR BROKER OR AGENT FOR ALTERATION

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and what is not covered.

Throughout this Policy, the word "Insured" refers to the Named Insured shown in the Schedule. The word "Insurer(s)" refers to the Company(ies) providing this Insurance as stated in the Schedule applicable to this Policy.

Other words and phrases that appear in bold typeface have special meaning. Refer to Section III. DEFINITIONS

### I. INSURING CLAUSE

In consideration of payment by the Insured of the full premium due and subject always to the terms, conditions, limitations, warranties and exclusions contained herein or endorsed onto this Coverage Form, or endorsed onto the Policy and made applicable to this Coverage Form:

- A. The Insurer(s) will indemnify the Insured for their **ascertained net loss** caused by the **insured event(s)** being necessarily **cancelled, abandoned, postponed, interrupted, curtailed or relocated**;

provided that:

1. The necessary **cancellation, abandonment, postponement, interruption, curtailment or relocation** is the sole and direct result of one or more of the Perils, as more fully described in Section IV below; and
  2. Such Peril is stated in the Schedule applicable to this Coverage Form to be insured; and
  3. The cause of such Peril is beyond the control of:
    - (a) The Insured; and
    - (b) Each and every **insured person(s)**; and
    - (c) Each and every other **participant(s)**; and
  4. The Peril which is the sole and direct cause of the necessary **cancellation, abandonment, postponement, interruption, curtailment or relocation** occurs during the Policy Period of this Insurance as stated in the Schedule applicable to this Coverage Form.
- B. 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.
- C. The Insurer(s)' maximum liability shall not exceed the Limit of Indemnity for the relevant insured **event** nor the Aggregate Limit of Indemnity, both as stated in the Schedule applicable to this Coverage Form.

## II. DEDUCTIBLE

This Insurance is subject to the Deductible stated in the Schedule applicable to this Coverage Form which shall be retained by the Insured at its own risk and uninsured.

## III. DEFINITIONS

The following words and phrases have special meaning when printed in **bold face**:

- A. **Abandonment** or **abandoned** means the inability to complete any **insured event** once commenced.
- B. **Ascertained net loss** means such amount in excess of any Deductible stated in the Schedule applicable to this Coverage Form as represents:
  - 1. If indicated as being covered by this Insurance in the Schedule applicable to this Coverage Form, that part of **expenses** declared in the Schedule applicable to this Coverage Form which have been irrevocably expended in connection with any **insured event** which has been necessarily **cancelled, abandoned, postponed, interrupted, curtailed or relocated**, less such part of the **gross revenue** retained less any savings the Insured is able to effect to mitigate such loss; or
  - 2. If indicated as being covered by this Insurance in the Schedule applicable to this Coverage Form, the shortfall in the **gross revenue** declared in the Schedule applicable to this Coverage Form which the Insured can demonstrate to the Insurer(s)' satisfaction would have been earned had the **insured event** taken place as originally planned and agreed, less any savings of expenditure effected.
- C. **Cancellation** or **cancelled** means the inability to proceed with any **insured event** prior to its commencement.
- D. **Communicable disease** means any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly.
- E. **Curtailment** or **curtailed** means the unavoidable partial closure of any **insured event**.
- F. **Expenses** mean the total of all costs and charges which would have been incurred by the Insured in organizing, running and providing services for the **insured event** had a loss not occurred.
- G. **Gross revenue** means all monies declared to and accepted by the Insurer(s) which would have been paid or payable to the Insured arising out of the **insured event** had a loss not occurred.
- H. **Insured event(s)** or **insured event** means separately each individual event stated in the Schedule applicable to this Coverage Form.
- I. **Insured person(s)** or **insured person** means the individual(s) named in the Schedule applicable to this Coverage Form.
- J. **Interruption** or **interrupted** means the period of time beginning when the inability of the Insured to keep open the whole or any part of the **insured event(s)** after opening, and ending on the reopening thereof.
- K. **Material facts** means those facts which the Insurer(s) conclude, in their sole discretion, are necessary for their determination of:
  - 1. The acceptance or otherwise of the risk or any subsequent amendment; or

2. The premium; or
  3. The application of any additional Terms, Conditions, Exclusions, Warranties and Limitations.
- L. **Participant(s)** or **participant** means any party who is contracted by the Insured to perform a function critical to the successful fulfillment of the **insured event(s)**.
- M. **Postponement** or **postponed** means the unavoidable deferment of the **insured event(s)** to another time.
- N. **Relocation** or **relocated** means the unavoidable removal of the **insured event(s)** to another **venue**.
- O. **Terrorism** means an unlawful act or acts, including but not limited to the use of force or violence, of any person(s) or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(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, or both.
- P. **Venue** means the place(s) stated in the Schedule applicable to this Coverage Form where the **insured event** is to be held.

**IV. PERILS** (only insured if stated in the Schedule applicable to this Coverage Form and not specifically limited or excluded elsewhere in this Policy)

- A. DEATH of any **insured person(s)**.
- B. ACCIDENTAL BODILY INJURY to or ILLNESS of any **insured person(s)** which, in the opinion of an independent medical practitioner approved by the Insurer(s), prevents such **insured person(s)** from appearing or continuing to appear in any or all of the **insured event(s)**.
- C. TRAVEL DELAY as a result of travel arrangements being irrevocably altered, resulting in the inability of any **insured person(s)** to be at the **venue**, provided always that such travel arrangements shall have been made so as to provide adequate time for arrival prior to the **insured event**.
- D. All other perils not specifically limited or excluded elsewhere in this insurance.

**V. CONDITIONS PRECEDENT**

The Insurer(s) shall not be liable to pay any claim hereunder unless the Insured has complied with all of the following Conditions Precedent by having:

- A. 1. Truthfully declared all **material facts** having diligently made all reasonable and necessary inquiries, including of any **insured person(s)**, to establish those facts; and
2. Established to its best knowledge and belief after diligently making reasonable and necessary inquiry that no **insured person** has any physical or psychological medical condition or is undergoing any treatment, medical or otherwise, other than those disclosed in writing to the Insurer(s) prior to the Effective Date of this Insurance as stated in the Schedule applicable to this Coverage Form and agreed by them in writing; and
3. Declared that all information contained in any completed Proposal Form or other information supplied by the Insured to support such Proposal Form or other application for this Insurance, is in all respects true and complete and unchanged at the Effective Date of



this Insurance as stated in the Schedule applicable to this Coverage form, and the Insured agrees that such information is material to the Insurer(s)' acceptance of this risk, and forms the basis of this Insurance and is incorporated herein and is made a part of this Insurance;

having diligently made all reasonable and necessary inquiries to establish such **material fact(s)**; and

- B. Paid the premium due in accordance with terms set out in the Schedule applicable to this Coverage Form; and
- C. Each **insured person** is in all respects fit and able to fulfill the commitments insured herein; and
- D. Coverage provided hereunder for any pre-existing physical or psychological medical condition disclosed to and accepted by the Insurer(s) pursuant to Section VI., shall cease from the beginning of this Insurance if the **insured person** fails to continue to follow any prescribed regime, medical or otherwise, essential to such **insured person's** well-being during the Policy Period of this Insurance as stated in the Schedule applicable to this Coverage Form; and
- E. The Insured has:
  - 1. No knowledge at the Effective Date of this Insurance as stated in the Schedule applicable to this Coverage Form, of any undisclosed matter, fact or circumstance, actual or threatened, that increases or could increase the possibility of a loss under this Insurance; and
  - 2. Confirmed that no **insured person** has knowledge at the Effective Date of this Insurance as stated in the Schedule applicable to this Coverage Form, of any undisclosed matter, fact or circumstance, actual or threatened, that increases or could increase the possibility of a loss under this Insurance; and
- F. The Insured will at all times do all things necessary to avoid, diminish or otherwise mitigate a loss under this Insurance, including where appropriate rescheduling of the **insured event(s)**.
- G. The Insured's compliance with all items stated in Subsection IX.A.

## VI. WARRANTIES

It is warranted by the Insured that the Insured shall do all of the following:

- A. Observe and comply with the requirements of any applicable law, ordinance, court or regulatory body; and;
- B. Make all necessary arrangements for the successful fulfillment of all **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 rehearsal time) in a prudent and timely manner; and;
- C. Ensure that all its necessary contractual arrangements have been made and confirmed in writing and that all necessary authorizations which for the avoidance of doubt shall include, but not be limited to, the obtaining of licenses, permits, visas, copyright and patents are obtained in a timely manner and valid for the period of the **insured event(s)**;

Failure of the Insured to comply with any of the above warranties automatically discharges the Insurer(s) from all liability under this Insurance for loss or losses arising directly or indirectly out of or in connection with such breach.

## VII. GENERAL CONDITIONS

- A. This Coverage Form, the Schedule applicable to this Coverage Form and any endorsements applicable to this Coverage Form and endorsements onto the Policy which apply to this Coverage Form 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 Coverage Form, the Schedule applicable to this Coverage Form or any endorsement hereto shall bear such meaning wherever it may appear.
- B. No other insurance shall be effected by the Insured to protect the interest insured hereunder without the prior written approval of the Insurer(s). In the event that such other insurance is effected, the Insurer(s) reserve the right to amend the terms and conditions of this Insurance.
- C. The premium for this Insurance and any cost or charge incurred in the formulation of a claim hereunder shall not be part of any **ascertained net loss** and shall not be recoverable items.
- D. This Insurance is non-cancellable by either party, other than by the Insurer(s) in the event of non-payment of premium, and there can be no return of premium unless otherwise stated in the Schedule applicable to this Coverage Form. The premium is fully earned at the issuance of this Insurance.
- E. 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.
- F. The Insurer(s) 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 Insurer(s) shall be subrogated to the extent of such payment to all the Insured's rights of recovery and the Insured shall fully cooperate with the Insurer(s) in the execution of all papers required and shall do everything that may otherwise be necessary to secure such rights.
- G. 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.
- H. This Insurance and the coverage provided hereunder may not be assigned in whole or in part without the prior written consent of the Insurer(s).
- I. If the Loss Payee is other than the Insured, then all claim payments due under the terms and conditions of this Insurance shall be made payable to the party or parties detailed in the Schedule applicable to this Coverage Form as Loss Payee(s). Payment of such loss(es) by the Insurer(s) to the Loss Payee(s) shall be a sufficient and complete discharge of all of the Insurer(s)' obligations to the Insured and Loss Payee(s) in connection with such loss(es).
- J. Any fraud, concealment, intentional misstatement or negligent statement relating to the information provided or in the making of a claim shall entitle the Insurer(s) to refuse payment of a claim or treat this Insurance as though it was void from its inception.
- K. The Insured shall observe and fulfill the warranties, terms and conditions contained in this Coverage Form or endorsed hereon.
- L. The Insured shall maintain Insurance adequate to cover the full value of a total loss of **expenses** (or **gross revenue** where this is specified in the Schedule applicable to this Coverage Form as being insured) for each **insured event** separately, without any allowance for recoveries, savings or waivers unless agreed by the Insurer(s). Should the Insured fail to do so then the Insured shall only be entitled to recover hereunder such proportion of said loss as the Limit of Indemnity for the loss affected **insured event(s)** bears to the full value of such **insured event**.
- M. The Insured shall maintain adequate records in connection with the **insured event(s)**.

- N. This Insurance is mutually agreed to be governed and construed in accordance with the laws of the country or jurisdiction stated in the Schedule applicable to this Coverage Form, (without reference to such country's or jurisdiction's choice of law provisions) whose courts shall have exclusive jurisdiction.
- O. Any terms of this Insurance which may conflict with applicable statutes (or statutes deemed applicable by a court of competent jurisdiction) are amended to conform to the minimum requirements of such statutes.
- P. In the event that any provision of this Insurance is found by a court of competent jurisdiction to be invalid or unenforceable, the other provisions of this Insurance and the remainder of the provision in question shall not be affected thereby and shall remain in full force and effect.
- Q. This Policy contains all the agreements between the Named Insured and the Insurer concerning the insurance afforded. The first Named Insured shown in the Schedule is authorized to make changes in the terms of this Policy with the Insurer's consent. This Policy's terms can be amended or waived only by endorsement issued by the Insurer and made a part of this Policy.
- R. The first Named Insured shown in the Schedule:
1. Is responsible for the payment of all premiums; and
  2. Will be the payee for any return premiums the Insurer pays.
- S. Trade or Economic Sanctions

No insurer shall be deemed to provide coverage and no insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or the United States of America.

## VIII. EXCLUSIONS

THIS INSURANCE DOES NOT COVER ANY LOSS CAUSED SOLELY, DIRECTLY OR INDIRECTLY BY OR RESULTING FROM ANY OF THE FOLLOWING EXCLUDED CAUSES OF LOSS; SUCH LOSS OR DAMAGE IS EXCLUDED REGARDLESS OF ANY OTHER CAUSE OR EVENT THAT CONTRIBUTES CONCURRENTLY OR IN ANY SEQUENCE TO THE LOSS:

- A. DEATH, ACCIDENTAL BODILY INJURY OR ILLNESS OF ANY PERSON OTHER THAN ANY INSURED PERSON(S); OR
- B. THE NON-APPEARANCE AT AN INSURED EVENT OF ANY PERSON, OTHER THAN AN INSURED PERSON(S); OR
- C. THE NON-APPEARANCE AT AN INSURED EVENT OF ANY INSURED PERSON DUE TO:
  - 1. AIR TRAVEL, OTHER THAN TRAVEL AS A PASSENGER BY A COMMERCIAL AIRLINE OR MULTI-ENGINE CHARTER AIRCRAFT ON A REGULAR AIR ROUTE OR PRIVATE JET PROVIDING THE PRIVATE JET IS PROFESSIONALLY PILOTED AND NOT BY THE ARTIST; OR
  - 2. ANY HAZARDOUS ACTIVITY, FEAT OR PERFORMANCE UNLESS OTHERWISE AGREED IN WRITING BY THE INSURER(S); OR
  - 3. INSUFFICIENT VOICE QUALITY UNLESS DIRECTLY DUE TO ILLNESS CONTRACTED OR ACCIDENTAL BODILY INJURY OCCURRING DURING THE POLICY PERIOD OF THIS INSURANCE AS STATED IN THE SCHEDULE APPLICABLE TO THIS COVERAGE FORM; OR
  - 4. ANY PRE-EXISTING PHYSICAL OR PSYCHOLOGICAL MEDICAL CONDITION KNOWN TO THE INSURED OR ANY INSURED PERSON UNLESS DISCLOSED IN WRITING TO THE INSURER(S) PRIOR TO THE EFFECTIVE DATE OF THIS INSURANCE AS STATED IN THE SCHEDULE APPLICABLE TO THIS COVERAGE FORM, AND OTHERWISE AGREED IN WRITING BY THE INSURER(S); OR
  - 5. PREGNANCY OR COMPLICATIONS RELATED THERETO; OR
  - 6. SUICIDE OR SELF-INFLICTED INJURY; OR
  - 7. THE POSSESSION OR USE OF ILLEGAL DRUGS; OR
  - 8. THE EFFECTS OF PRESCRIPTION DRUGS WHEN NOT TAKEN AS MEDICALLY PRESCRIBED; OR
  - 9. THE CONSUMPTION OF ALCOHOL WHICH RENDERS THE INSURED PERSON UNFIT TO PERFORM CONTRACTED DUTIES; OR
- D. THE INSURED'S OR ANY INSURED PERSON'S LACK OF CARE, DILIGENCE OR PRUDENT BEHAVIOR, THE RESULT OF WHICH WOULD INCREASE THE RISK, OR LIKELIHOOD OF A LOSS, HEREUNDER; OR
- E. ANY CONTRACTUAL DISPUTE OR BREACH BY THE INSURED OR ANY INSURED PERSON OR PARTICIPANT; OR
- F. CHANGES TO AN INSURED EVENT WITHOUT THE PRIOR APPROVAL OF THE INSURER(S); OR
- G. ANY WORK BEING CARRIED OUT WHICH RENDERS THE VENUE OR ITS FACILITIES UNUSABLE IN WHOLE OR IN PART, UNLESS SUCH WORK IS UNKNOWN TO THE INSURED AT THE EFFECTIVE DATE OF THIS INSURANCE AS STATED IN THE SCHEDULE APPLICABLE TO THIS COVERAGE FORM, OR AT THE TIME OF MAKING THE BOOKING, WHICHEVER IS THE LATER; OR
- H. 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; OR

- I. 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; OR
- J. SEIZURE OR DESTRUCTION UNDER QUARANTINE OR CUSTOMS REGULATIONS;
- K. CONFISCATION, NATIONALIZATION OR REQUISITION (OTHER THAN REQUISITION FOLLOWING A NATURAL CATASTROPHE) OR DESTRUCTION OF OR DAMAGE TO PROPERTY INCLUDING THE VENUE, 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; OR
- L. ANY ORDER FOR REPATRIATION, INTERNMENT, IMPRISONMENT, DEPORTATION OR THE REFUSAL OF PERMIT TO ENTER ANY COUNTRY WHERE THE INSURED EVENT IS TO BE HELD; OR
- M. THE EFFECTS OF:
  - 1. IONIZING RADIATION OR CONTAMINATION OR RADIOACTIVITY FROM ANY NUCLEAR MATERIAL, INCLUDING NUCLEAR WASTE AND BY-PRODUCTS, USED IN OR RESULTING FROM THE FISSION OR FUSION OF NUCLEAR FUEL; OR
  - 2. THE RADIOACTIVE, TOXIC, EXPLOSIVE OR OTHER HAZARDOUS PROPERTIES OF ANY EXPLOSIVE NUCLEAR ASSEMBLY OR NUCLEAR COMPONENT THEREOF; OR
  - 3. NUCLEAR REACTION, NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION; OR
  - 4. SEEPAGE, POLLUTION OR CONTAMINATION, WHETHER ALONE OR IN COMBINATION, UNLESS SUCH SEEPAGE, POLLUTION OR CONTAMINATION IS DISCOVERED DURING THE POLICY PERIOD OF THIS INSURANCE AS STATED IN THE SCHEDULE APPLICABLE TO THIS COVERAGE FORM, AND IS A DIRECT CAUSE OF A LOSS HEREUNDER; OR
- N. THE EFFECTS OF:
  - 1. WITHDRAWAL, INSUFFICIENCY OR LACK OF FINANCE HOWSOEVER CAUSED; OR
  - 2. THE FINANCIAL FAILURE OF ANY VENTURE; OR
  - 3. LACK OF OR INADEQUATE RECEIPTS, SALES OR PROFITS OF ANY VENTURE; OR
  - 4. VARIATIONS IN THE RATE OF EXCHANGE, RATE OF INTEREST OR STABILITY OF ANY CURRENCY; OR
  - 5. FINANCIAL DEFAULT, INSOLVENCY, OR FAILURE TO PAY OF ANY PERSON, CORPORATION OR ENTITY;

SUBSECTIONS VIII.L.1. THROUGH 5 APPLY TO A PARTY TO THIS INSURANCE, AND TO ANY OTHER PERSON OR ENTITY WHETHER A PARTY TO THIS INSURANCE OR OTHERWISE; OR

  - 6. ANY REDUCTION IN ATTENDANCE THAT IS NOT SPECIFICALLY A CONSEQUENCE OF THE NECESSARY CANCELLATION, ABANDONMENT, POSTPONEMENT, INTERRUPTION, CURTAILMENT OR RELOCATION OF THE INSURED EVENT; OR
  - 7. LACK OF OR INADEQUATE ATTENDANCE OR INSUFFICIENT INTEREST PRIOR TO THE DATE AND TIME SCHEDULED FOR THE INSURED EVENT; OR
- O. THE ACTUAL OR THREATENED MALICIOUS USE OF PATHOGENIC OR POISONOUS BIOLOGICAL OR CHEMICAL MATERIALS; OR
- P. ANY COMMUNICABLE DISEASE OR FEAR OR THREAT THEREOF, UNLESS:

1. **SUCH COMMUNICABLE DISEASE INFECTS AN INSURED PERSON AND SUCH INFECTION OF AN INSURED PERSON IS THE SOLE AND DIRECT CAUSE OF THE NECESSARY CANCELLATION, ABANDONMENT, POSTPONEMENT, INTERRUPTION, CURTAILMENT OR RELOCATION OF ANY INSURED EVENT(S); OR**
  2. **THE VENUE IS CLOSED BY OR UNDER THE ORDER OF ANY GOVERNMENT OR PUBLIC OR LOCAL AUTHORITY AS A SOLE AND DIRECT RESULT OF A COMMUNICABLE DISEASE WHICH ORIGINATES AND MANIFESTS ITSELF WITHIN THE CONFINES OF THE VENUE; OR**
- Q.**
1. **ANY ACT OF TERRORISM OR THE THREAT OR FEAR THEREOF (WHETHER ACTUAL OR PERCEIVED); OR**
  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 THE THREAT OR FEAR THEREOF (WHETHER ACTUAL OR PERCEIVED); OR**
- R.** **NATIONAL, COURT OR RELIGIOUS MOURNING UNLESS IT IS A DECLARED STATE OF NATIONAL MOURNING, AS A RESULT OF THE DEATH OF PRESIDENT OF ITALY SERGIO MATTARELLA (BORN 23 JULY 1941), THE DEATH OF POPE FRANCESCO (BORN 17 DECEMBER 1936), A MEMBER OF A ROYAL FAMILY OR HEAD OF STATE BELOW THE AGE OF 65 YEARS ON THE EFFECTIVE DATE AS STATED IN THE SCHEDULE APPLICABLE TO THIS COVERAGE FORM, AND WHEN SUCH DEATH OCCURS WITHIN 7 DAYS OF THE START OF THE INSURED EVENT OR DURING THE INSURED EVENT; OR**
- S.** **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; OR**
- T.** **ADVERSE WEATHER IN RESPECT OF OUTDOOR PERFORMANCES/EVENTS.**

## **IX. CLAIMS PROCEDURE**

- A.** It is a condition precedent to any liability of the Insurer(s) that in the event of any happening or circumstance which could give rise to a claim under this Insurance, the Insured shall:
1. Not misrepresent or conceal facts in the making of a claim; and
  2. Give notice, in writing, as soon as reasonably practicable, to the party(ies) designated in the Schedule applicable to this Coverage Form; and
  3. Confirm the facts in writing as soon as possible, with as much information and detail as available; and
  4. Forward immediately to the Insurer(s) or their representatives any letter, writ or other document received in connection with any claim made under this Insurance; and
  5. Provide the Insurer(s) or their appointed representatives with all:
    - a. Necessary assistance in a timely manner; and
    - b. Medical information required by the Insurer; and
    - c. Further information required by the Insurer; and
    - d. Documentation and records necessary to establish and assess the full amount of any indemnity that may be due hereunder and copies or extracts as may be required; and
  6. Take all steps to minimize, avoid or otherwise mitigate any loss hereunder; and

7. Prove the loss to the satisfaction of the Insurer(s); and
8. Make no admission of liability or settlement without the prior written consent of the Insurer(s); and
9. 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 Insurer(s) at such reasonable time and place as may be designated by the Insurer(s) or their representatives; and
  - a. So far as is in its power the Insured shall cause its employees and all other persons interested in the **insured event**, to comply with the foregoing; and
  - b. No such examination under oath or examination of books or documents, nor any other act of the Insurer(s) or their representatives in connection with any investigation hereunder, shall be deemed a waiver of any defense which the Insurer(s) might otherwise have. All such examinations and acts shall be deemed to have been made or done without prejudice to the Insurer(s)' liability; and
10. As soon as is practicable provide to the Insurer(s) or their representative a signed and sworn proof of loss, in such form as may be required by the Insurer(s), to substantiate the occurrence, nature, cause and amount of loss claimed under this Insurance; and
11. Allow the Insurer(s) the right, if they so wish, to:
  - a. Take such steps as they deem necessary to prevent, mitigate or minimize a loss; and
  - b. Take over and conduct the defense or settlement of claims made against the Insured that may be covered by this Insurance; and
  - c. Pursue all rights or remedies available to the Insured whether or not payment has been made hereunder; and
  - d. Require independent medical examination of any **insured person** who gives rise to a claim hereunder.

#### B. Loss Payment

1. The Insurer will give notice of its intentions within 30 days after we receive the sworn proof of loss.
2. The Insurer will not pay the Insured more than the Insured's financial interest in the **insured event**.
3. The Insurer may adjust losses with the owners of lost or damaged property if other than the Insured. If the Insurer pays the owners, such payments will satisfy the Insured's claim against the Insurer for the owners' property. The Insurer will not pay the owners more than their financial interest in such property.
4. The Insurer may elect, but has no duty, to defend the Insured against suits arising from claims of owners of property. If the Insurer makes such an election, then the Insurer will do this at our expense.
5. The Insurer will pay for covered loss within 30 days after it receives the sworn proof of loss if the Insured has complied with all the terms and conditions of this Coverage Part and:
  - a. The Insurer has reached agreement with the Insured on the amount of the loss; or
  - b. An appraisal award has been made.

6. The Insurer will not be liable for any part of a loss that has been paid or made good by others.

## **X. INTERNAL COMPLAINTS PROCEDURE**

Any complaint shall be addressed in writing to:

Allianz Global Corporate & Specialty SE  
Pronto Allianz Servizio Clienti  
Piazza Tre Torri, 3  
20145 Milano,  
Telefax: 0039 02 7216.9292  
reclami@allianz.it  
www.allianz.it/reclami

Should you not be satisfied with the dealing of your complaint, or should we fail to reply within 45 days, you will be entitled to contact the Italian Insurance Regulator - IVASS, via del Quirinale 21, 00187 Roma, tutela.consumatore@pec.ivass.it – sending them your petition together with your complaint to us.

The above is without prejudice of your right to present a claim to the law courts, in which last case you may be required to attempt recourse to Alternative Dispute Resolution Systems first, such as:

- Mediation (regulated in Italy by Law 9/8/2013, no.98): may be started filing a petition to a Mediation Body registered with the Minister of Justice, the list of which is published on [www.giustizia.it](http://www.giustizia.it).
- Assisted Negotiation (pursuant to Law 10/11/2014, no.162): may be started by request of your lawyer to the Insurer.

In case of cross border disputes, complaints may be also presented via the FIN-NET procedure, through which the complainant will be put in touch with the relevant foreign out-of court complaint scheme (see <http://www.ec.europa.eu/fin-net>).



### 3.ENDORSEMENTS (to be applied on demand)

Endorsement 1

#### ADVERSE WEATHER CLAUSE

Exclusion T of the NON-APPEARANCE COVERAGE FORM is deleted and is of no effect.

This policy will include adverse weather in respect of outdoor performances when such weather:

- i) makes the staging of the scheduled events impossible; or
- ii) Is deemed by either local authorities or event organisers to present a danger to those attending and/or performing if the events were to proceed or
- iii) Prevents the **insured** and/or event organiser from undertaking the necessary set-up to permit the event to proceed

It is a condition precedent to liability of Insurers that all electrical equipment and wiring are protected from the effects of weather.

All other terms and conditions remain unchanged

## Endorsement 2

### FAMILY EXTENSION

Non-appearance cover hereunder is extended to cover the inability of an **insured person** to commence, continue or complete their contractual commitment as respects the **insured event** due to the death, severe injury, catastrophic or life threatening injury, of an immediate family member which first manifests itself during the term of this insurance, unless otherwise agreed to by underwriters.

Immediate family member is defined as mother, father, sister, brother, spouse, common law spouse, life partner, child, stepparents, step children, grand-children, mother/father in law, or grandmother/-father of an insured person who are 75 years old or younger at the date this policy incepts.

All such persons subject otherwise to the terms, conditions and exclusions of this insurance as if they were an **Insured Person**.

All other terms and conditions remain unchanged

## Endorsement 3

### CIVIL AUTHORITY

Exclusion K. NON-APPEARANCE COVERAGE FORM is amended as follows:

**CONFISCATION, NATIONALIZATION OR REQUISITION (OTHER THAN REQUISITION FOLLOWING A NATURAL CATASTROPHE) OR DESTRUCTION OF OR DAMAGE TO PROPERTY INCLUDING THE VENUE, 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.** However, the **Insurer(s)** will indemnify the **Insured** for such loss, not including loss of earning or profit, as the **Insured** shall sustain by reason of such extra expenses as the **Insured** necessarily incurs in the event of the interruption, postponement or cancellation of an **insured event** as a direct result of the action of a Civil Authority acting within the territory of the **insured event** as agreed, that revokes the **Insured's** permission to use or prohibits access to property or facilities within its care, custody or control used or to be used in connection with such event and occurring during the policy period.

### EXCLUSIONS

ARE EXCLUDED ANY LOSSES INCURRED DUE TO:

- a. THE INSURED'S FAILURE OR INABILITY TO OBTAIN A PERMIT;
- b. THE INSURED'S FAILURE TO PROPERLY PROCESS OR COMPLETE ANY APPLICATIONS OR REQUIRED DOCUMENTS;
- c. THE INSURED'S FAILURE OR INABILITY TO COMPLY WITH, OR THE VIOLATION OF, ANY REQUIREMENT OR ANY PROCEDURE NECESSARY FOR THE ISSUANCE AND CONTINUANCE OF ANY PERMIT OR AUTHORIZATION;
- d. REFUSAL OR REVOCATION OF ANY PERMIT OR AUTHORIZATION DUE TO A VIOLATION OF ANY EXISTING CIVIL OR CRIMINAL CODES;

Others terms and conditions remain unchanged.

Endorsement 4

TRAVEL DELAY ENDORSEMENT

Coverage is extended to losses due to the closure of any departure airport used by the **Insured's** personnel or used to transport the **Insured's** property, when such airport closure either delays or precludes the timely arrival of the **Insured's** personnel or property to the location of the **insured event**.

All others terms and conditions remain unchanged.

## Endorsement 5

## TERRORISM &amp; WAR EXTENSION ENDORSEMENT

I. "Notwithstanding Exclusion H. and Q., subject to the terms of this Endorsement the Insurer will indemnify the Insured for its **ascertained net loss** should the **insured event(s)** specified in the Schedule applicable to this Endorsement be necessarily **cancelled, abandoned, interrupted, postponed** or **relocated** as a sole an direct result of:

A. **Terrorism** which occurred in Italy, San Marino Republic, Vatican City State and/or England, or

B. Threat of **terrorism** potentially occurring which:

1. Is confirmed by local or national governmental authorities or local or national governmental security services as having posed or appeared to pose real risk of physical loss or damage or bodily injury to those attending such **insured event(s)** had it proceeded, whether or not such threat subsequently proves to have been real or hoax; and
2. Occurs within thirty (45) days of the scheduled start date of such **insured event(s)**, or during the scheduled performance date(s) of such **insured event(s)**.

C. War, Civil War and Political subversion

II. Notwithstanding Section I. above, the insurance provided by **this Endorsement does not cover any loss caused solely, directly or indirectly by or resulting from any of the following excluded causes of loss; such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss:**

A. **Fear of potential terrorism; or**

B. **Terrorism or threat of terrorism involving a nuclear weapon or device or the emission, discharge, dispersal, release or escape of any chemical or biological agent.**

**This Policy does not indemnify against any loss arising from War (whether before or after the outbreak of hostilities) between any two or more of the following: China, France, the Russian Federation, the United Kingdom and the United States of America.**

If the Insurer alleges that by reason of this exclusion any loss is not covered by this Policy, then the burden of proving to the contrary shall be on the Insured.

III. The coverage provided by this Endorsement does not delete or alter the exclusions VIII.H. and VIII.Q in the Non-Appearance Coverage Form, except as provided herein.

## IV. Definitions

**Civil War and Political** Subversion means an act or acts of civil war and political subversion, limited to violent armed conflict between opposing factions of citizens of the same state or nation, or opposing factions of two contiguous states or nations;

**War** means an act or acts of open, armed hostile conflict between states or nations, whether war is declared or not.

This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

Endorsement 6

COMMUNICABLE DISEASE

Notwithstanding Exclusion P coverage is extended to include losses arising from any communicable disease or threat or fear of communicable disease (whether actual or perceived) which leads to:

1. The imposition of quarantine or restriction in movement of people or animals by any national or international body or agency; or
2. Any travel advisory or warning being issued by a national or international body or agency.

All other terms and conditions remain unchanged.

#### 4. COINSURANCE

- (a) Each insurer agrees to provide cover as detailed in the policy.
- (b) The cover afforded by each insurer:
  - (i) Shall be limited to the proportion of the insured direct financial loss or Loss shown against its name; and
  - (ii) Is several and not joint. Each Insurer is not responsible for the proportion of any co-insurer who, for any reason, does not satisfy all or part of its obligations.
- (c) The Lead Insurer retains the rights to lead claims management, including but not limited to the investigation, defence and settlement of any claim or otherwise exercise rights accruing to the Underwriters under the policy.
- (d) The Subscribing Insurer(s) shall have the right and shall be given the opportunity to effectively associate with the Lead Insurer in the investigation, adjustment and settlement, including but not limited to the negotiation of a settlement of any Claim.

The Lead Insurer shall not bind the Subscribing Insurers to an admission of liability, contractual obligation with respect to, or settlement of any Claim without the prior written consent of each Subscribing Insurer, which consent shall not be unreasonably withheld. A Subscribing Insurer shall not be liable for any settlement, assumed obligation or admission to which it had not consented.

Insurance company	Policy no	Share	Stamp and signature

(Re)insurer's liability several not joint :

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract