



Specific Conditions **General Conditions**

The Particular Conditions take precedence over the specific conditions and over the General Conditions.

The Specific Conditions take precedence over the General Conditions.

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1 CONDITIONS OF INSURABILITY

Our terms are only valid if the conditions listed under the present section are complied with. Should one of the conditions not be complied with, then the company will be entitled to refuse any indemnity unless otherwise agreed in the particular conditions.

1.1 CONDITIONS OF INSURABILITY FOR ALL EVENTS

1.1.1 TERRITORIALITY

Worldwide cover with the exception of countries at war and the following:

Afghanistan, Albania, Algeria, Angola, Saudi Arabia, Azerbaijan, Bangladesh, Benin, Bolivia, Botswana, Burundi, Cameroon, Columbia, Central African Republic, Chad, Democratic Republic of Congo, Djibouti, El Salvador, Eritrea, Ethiopia, Gabon, Gambia, Georgia, Ghana, Guam, Honduras, Iraq, Iran, Israel, Ivory Coast, Jordan, Kazakhstan, Kyrgyzstan, Kuwait, Lesotho, Lebanon, Liberia, Libya, Malawi, Mali, Mauritania, Mozambique, Myanmar, Namibia, Nauru, Nepal, Nicaragua, Niger, Nigeria, North Korea, Pakistan, Palestine, Papua New Guinea, Paraguay, Peru, Rwanda, Sierra Leone, Somalia, Sudan, Sri Lanka, Swaziland, Syria, Tajikistan, Togo, Tonga, Turkmenistan, Uganda, Ukraine, Uruguay, Venezuela, Yemen, Zambia, Zimbabwe.

1.1.2 BUDGET TO BE INSURED

The budget to be insured must be under 25.000.000 HKD or local currency equivalent.

1.1.3 PERSONAL ACCIDENT

The personal accident cover is excluded when participating to the following sports: boxing, scuba diving with air bottles, underwater fishing, sailboard, surf, kite surfing, bobsleigh, skeleton, rock climbing, speleology, big game hunting, hang-gliding, skateboarding, shooting, horse riding, car racing (except for karting) and trials on a racing course, motorbike racing, bungee jumping, parachute, yachting, combat sports, air sports.

1.1.4 SUBSCRIPTION DELAY

5 days for all the events insured without extension of coverages: Inclement Weather.

10 working days for all the events insured with extension of coverages: Inclement Weather.

Subscription of the contract may be done maximum one year prior to the event.

1.1.5 DURATION OF THE EVENT

1 year maximum.

1.1.6 POLICYHOLDER

The main policyholder must be a resident of an Asian country.

The main policyholder will:

- observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction
- ensure all necessary contractual arrangements and authorisations (including obtaining of licences, permits, visas, copyrights and patents) have been made prior to the insured event.

1.2 CONDITIONS OF ACCEPTANCE FOR THE 'NON APPEARANCE' COVERAGE

- The persons named in the Particular Conditions must be less than 70 years old.
- The persons named in the Particular Conditions may not have suffered a 'Non-Appearance' claim due to illness, during the last twelve months preceding the insured event.
- The company may request a medical examination.
- On the inception date of the insurance cover, the Policyholder declares that the Assured or his agent has certified that he was not aware of a pre-existing illness that could lead to the cancellation or postponement of the event.

1.3 CONDITIONS OF INSURABILITY LINKED TO THE 'INCLEMENT WEATHER' COVERAGE

For the application of this coverage, it is specified that:

- If the insured event requires a stage, the stage must be covered by a stage roof.
- Electrical, electronic, audiovisual, lighting, sound equipment that is not on stage must be protected from any precipitation.
- Electrical, electronic, audiovisual, lighting, and sound equipment must be raised from the ground by at least 20 cm.
- Electrical, electronic, audiovisual, lighting, sound equipment as well as wiring must conform to the safety conditions defined by the authorities or manufacturers for outside use under usual conditions of humidity.

1.4 'FIREWORKS' CONDITIONS

Failure to comply with the conditions of discharging firework(s) listed below will result in the non-application of the coverages of the insurance contract.

1.4.1 DISCHARGE OF FIREWORKS - OUTDOORS

Set-off conditions:

- a) Presence of a pyrotechnician
- b) The minimum set-off distance from the spectators must be equivalent to 70% (expressed in meters) of the diameter of the largest product (expressed in millimetres), set off during the same firework. (Example: if you are setting off a firework of a diameter of 200mm, you must respect a distance of 140m between the firework and the public).
- c) For 'Compact' or 'cake box' fireworks, the minimum distance must be 30m.
- d) Moreover, pyrotechnicians must respect the regulations, uses and habits of the profession.
- e) At the moment of set-off, the wind must be of a speed lesser than 30 miles/hour.
- f) Unqualified pyrotechnicians must have a minimum of 5 years of experience, except if setting off 'gadget fireworks' which are legally approved and sold in supermarkets or similar.

Authorisations:

- a) You must have obtained an authorisation from the relevant authorities
- b) If you are setting off a firework within an area that is likely to be crossed by airplanes, microlight or any other low-flying aeronautic vehicle, you must obtain the relevant authorisations from the aviation authorities.

1.4.2 DISCHARGE OF FIREWORKS - INDOORS

Set-off conditions:

- a) Presence of a pyrotechnician.
- b) The products must be approved for 'indoor' use.
- c) The distance between the height of the product and the ceiling height must be of at least 5 metres.
- d) There must be sufficient fire extinguishers, both powder and CO2 onsite.
- e) Areas for the set-off and the fallout carpets must be of the 'MI' standard or similar and/or fireproofed.
- f) Curtains, sets, decorations must be fireproofed.
- g) Pyrotechnicians must respect the regulations, uses and habits of the profession.
- h) Unqualified pyrotechnicians must have a minimum of 5 years of experience.

Authorisations:

You must have obtained all written authorisations, either from the organiser, the owner, or the manager of the location.

1.4.3 DISCHARGE OF FIREWORKS - IN 'CLOSE PROXIMITY'

Set-off conditions:

- a) Presence of a pyrotechnician.
- b) Unqualified pyrotechnicians must have a minimum of 5 years of relevant experience.
- c) The products must be approved for use in 'close proximity'.
- d) The distance between the spectators and the set-off area must conform to the manufacturers standards.
- e) Pyrotechnicians must respect the regulations, uses and habits of the profession.

Authorisations:

- a) You must have obtained all written authorisations from the organiser and/or relevant authorities.

1.5 CASES WHERE THE COMPANY COULD REFUSE TO PROVIDE AN INSURANCE COVER

- a) In case of accumulation of risks for a same event in the same area.
- b) For any Policyholder who has a financial debt linked to a previous subscription with a broker who is part of the Circles Group network.
- c) For any 'Non-Appearance' cover request for an artist known to be more risky according to the coverage.
- d) For any inappropriate venue or location.



2 DEFINITIONS OF COVERAGES: SPECIFIC CONDITIONS

2.1 CANCELLATION ('DAMAGE' INSURANCE)

2.1.1 COVERAGES – DEFINITIONS – EXCLUSIONS

What is covered?

Upon presentation of receipts and within the limits of the amounts specified in the particular conditions:

- a) Irrecoverable expenses made or expenses due for the organisation of the insured event;
- b) Profits if they are mentioned in the particular conditions;
- c) Additional expenses in view of safeguarding the insured event as defined in section 2.5, insofar as the Insurer has previously agreed and that it is specified in the particular conditions;

Following the cancellation, interruption or postponement of the event for any cause that is not under the control of the Policyholder and/or the Assured and any party who is contracted to perform a function critical to successful fulfilment of the Insured Event, insofar as this cancellation, interruption or postponement occurred after the inception date of this coverage.

What is not covered (EXCEPT EXEMPTION from the particular conditions)?

Cancellation, interruption or postponement due to:

- a) Unavailability of any person. (refer to 'Non-Appearance')
- b) Bad weather conditions on the event location for events taking place outside or under a tent/marquee (refer to 'Inclement weather'). However, cancellation for cause of land subsidence or land slide, volcanic eruptions, tidal waves, hurricanes, storms, waterspouts, tornadoes, cyclones, flooding and other natural disasters, is covered for any event taking place inside a building.
- c) Attack, murder attempt, chemical or bacteriological contamination, threat of chemical or bacteriological contamination. However, the cover remains in force for any terrorist attack at the place where the insured event is held;
- d) Bankruptcy, lack of success, monetary instability of any business.
- e) Termination of contract, except if this termination is the result of a fortuitous event that is not within the control of the Policyholder and/or the insured.
- f) Any strike whose effective start has been announced before the inception date of the insurance contract.
- g) Any social conflict involving the Policyholder and/or the insured.
- h) National Mourning. However, national mourning occurring in any Asia Pacific Country following an accident or an illness of an individual when the individual is less than 70 years of age and when the accident or illness was not being treated when the contract was taken is covered.
- i) Any communicable disease or threat or fear of communicable disease (whether actual or perceived) which leads to:
 - » the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency, and/or
 - » any travel advisory or warning being issued by a national or international body or agency.

What is not covered?

Cancellation, interruption or postponement of the insured event, if the Policyholder and/or the insured, at the signature of the insurance contract, knew facts, elements or circumstances that were of a nature to increase the risk of interruption or postponement of the said insured event.

2.1.2 INDEMNIFICATION CONDITIONS

The coverage ends if it is proven that 60% of the forecasted duration for the insured day or insured evening occurred normally.

2.2 NON-APPEARANCE ('DAMAGE' INSURANCE)

2.2.1 COVERAGES – DEFINITIONS – EXCLUSIONS

What is covered?

Upon presentation of receipts and within the limits of the amounts specified in the particular conditions:

- a) Irrecoverable expenses made or expenses due for the organisation of the insured event;
- b) Profits if they are mentioned in the particular conditions;

following a postponement, cancellation or abandonment of the insured event resulting only from:

- a) death, accidental wounding, illness, or detention against their will of a person named in the particular conditions during the period of cover.



- b) death of ascendants, descendants and/or collaterals of 1st degree, husband/wife or commonly known common law husband/wife of a person named in the particular conditions subject to the death occurs during the period of cover and that the deceased is less than 80 years old.
- c) illness and/or accident of ascendants, descendants and/or collaterals of 1st degree, husband/wife or commonly known common law husband/wife of a person named in the particular conditions, when the life of this person is in danger and subject to the first observation of the illness or the accident occurs during the period of cover and that the said person is less than 70 years old.
- d) accident involving the hospitalisation of more than 5 working days of children, husband/wife or commonly known common law husband/wife of a person named in the particular conditions, when the life of this person is in danger and subject to the accident occurs during the period of cover and that the said person is less than 70 years old.

which is always beyond the control of the insured and each and every Insured Person.

The no show of the insured person is limited to a maximum of 8 days with a maximum of 4 cancelled performances in the events of points b), c) and d) above.

What is not covered (EXCEPT EXEMPTION from the particular conditions)?

When a medical examination is not requested: the consequences of all illnesses or accidents whose first observations were made before the subscription of the contract.

When a medical examination is requested: the consequences of an illness or accident wherefore a medical reservation had been made and/or that had not been declared to the medical officer although the Policyholder had been informed about.

Any illness, death or injury being the consequence of:

- a) Participation to a stunt
- b) Participation in an air flight other than on a regular airline. Helicopter flights are not considered as air flights
- c) Participation in competitions of endurance or speed as well as their trials on-board land, water, or aerial vehicles
- d) Participation to paid sporting events or any accident by a person having the status of professional sportsman / sportswoman practicing his sport
- e) Participation to a feat, unless it is declared
- f) Private participation to a fight or an action known as perilous or acrobatic act endangering the life of the Assured except if these acts are carried out in the course of lifesaving attempts of persons or in the event of self-defence
- g) Participation to the following sports: boxing, scuba diving with air bottles, underwater fishing, sailboard, surf, kite surfing, bobsleigh, skeleton, rock climbing, speleology, aerial sports, skateboarding, shooting
- h) Participation in a crime or any form of criminal action
- i) The use of drugs / narcotics
- j) The non prescribed use of medicines requiring a medical prescription and/or the abusive use of medicines (more than the dosage prescribed by the doctor or recommended on the instructions) and/or the use of non-appropriate medicines (except in the case of a medical error)
- k) Suicide or attempted suicide, intentional mutilation, insanity
- l) A pre-existing illness at the declaration of the production
- m) Loss of voice that is not resulting from an illness or an accident
- n) Pregnancy, child birth, periods
- o) Allergies or skin affections occurring before the inception date of the cover
- p) Childhood illnesses except if vaccines and booster shots have been done, which will have to be proven by the health and/or vaccines record
- q) Any psychological and psychiatric disturbance
- r) Burnout
- s) Costs related to worker's accident at charge of any public organism (for example Social Security) and/or any Personal Accident Insurance and/or Worker's Compensation Insurance and/or Employer's liability Insurance or the like and, more generally, all medical costs, disablement annuities, temporary or permanent disablement.

2.2.2 LIMIT OF INDEMNITY (EXCEPT EXEMPTION FROM THE PARTICULAR CONDITIONS)

- a) The coverage ends as soon as it is proven that the artist and or all persons listed in the particular conditions have carried out their performance normally during at least 60% of the time initially foreseen for the insured day or evening. Any claim when adjusted will still be on the basis of Indemnity.
- b) The fee of any person by whom the claim occurred will not be paid.

2.2.3 MEDICAL EXAMINATION:

The company may require a medical examination when the insured budget is higher than 250.000 US\$ or local currency equivalent. An approved doctor who we shall appoint, must carry out this medical examination. Only the persons insured under the coverage 'Non-Appearance' are subject to this medical examination. The costs of the medical examination are paid by the insurance company.

When requested, the medical examination must be carried out at the earliest within the 8 days prior to the inception date of the cover.

Only the consequences linked to an accident are covered without a favourable medical opinion, unless no medical examination was requested at the inception of date of the cover. In this case, it is up to the Policyholder and the Assured to prove his health condition.

Moreover, upon the inception date of the cover, the Policyholder declares that the Assured or his agent has certified that he was not aware of a pre-existing illness or accident that could lead to the cancellation of the event.

2.2.4 PRECISION

Cardiovascular accident is considered as an illness, not as an accident.

2.2.5 PERIOD OF COVER

As per particular conditions under the point 'Schedule'.

2.3 EQUIPMENT ('DAMAGE' INSURANCE)

2.3.1 COVERAGES – EXCLUSIONS

What is covered?

All equipment for sound, projection, lighting, filming, sound recording, broadcasting and reproduction, including lamps, generators, mechanical devices, computers, equipment vehicles, mobile studios and every similar equipment and accessories belonging to the Policyholder or that is the property of a third party (possibly rented) for which the Policyholder is responsible and when such equipment is used for the production of the insured event.

We also cover accessories, spare parts, flight cases, special cases or covers for the equipment listed above.

Against what damages?

- a) Any accidental damage or destruction.
- b) Burglary, theft with threat, theft with the use of false keys, theft with deception.
- c) Short circuits, over-voltage and inductions.

What is not covered (EXCEPT EXEMPTION from the particular conditions)?

- a) Previously insured equipment.
- b) Entrusted property (refer to 'Entrusted property').
- c) Facilities, sets, furniture, stands and accessories (refer to 'Facilities, sets, furniture, accessories').
- d) Exhibited equipment (refer to 'Exhibitor stand')
- e) Exhibitor own equipment (refer to 'Exhibitor stand')
- f) Unexplained or mysterious disappearance (including loss at stocktaking).
- g) Snow, rain, sand, water or hail on equipment (excepting case of an event organised outside)
- h) Rust, oxidation, scratches and scrapes.
- i) Mechanical defect, breakdown or jamming that is not the result of an accident.
- j) Wear and tear, dilapidation and inherent vice
- k) Use of equipment which does not comply with the specifications of the manufacturer.
- l) Confiscation of equipment against debts incurred.
- m) Handover of the equipment as guarantee, even if this takes place without the Policyholder's knowledge.
- n) Aircrafts, boats, railway vehicles and other motorised vehicles.
- o) Any intentional act(s)

2.3.2 PERIOD OF COVER

- a) During trials when these are conducted by a person appointed by the Policyholder.
- b) Upon receipt of the equipment and during transport, when the receipt is done by the Policyholder.
- c) During setup.
- d) During the event.
- e) During the dismantling.
- f) Until handing over of the equipment and including during transportation when this handing over is carried out by the Policyholder.

2.3.3 WHAT DO WE PAY IN THE EVENT OF A CLAIM?

- a) For equipment belonging to you we pay back the purchase value less 5% depreciation per year after purchase date.
- b) For equipment not belonging to you (rented or loaned by a technician), we pay back in real value.



2.4 FACILITIES, SETS, FURNITURE, CARNIVAL FLOATS, STANDS AND ACCESSORIES ('DAMAGE' INSURANCE)

2.4.1 COVERAGES – EXCLUSIONS

What is covered?

All objects and equipment necessary to the production of the event, such as sets, accessories, carnival floats, furniture, stands, bill boarding and similar objects that belong to you or for which you are responsible and/or that you put at the disposal of exhibitors.

Against what damages?

- a) Any accidental damage or destruction.
- b) Burglary, theft with threat, use of false keys, climbing, deception.

What objects are not insured? (EXCEPT EXEMPTION from the particular conditions)?

- a) Previously insured sets, facilities, furniture, stands and accessories.
- b) Entrusted property (refer to 'Entrusted property').
- c) Facilities, sets, furniture, exhibitor accessories (refer to 'Exhibitor stand').
- d) Animals, plants and trees that are not part of the set.
- e) Aircrafts, boats and railway vehicles and other motorised vehicles (with the exception of carnival floats).
- f) Durable buildings and constructions that are not specifically built for the event (refer to public liability for rented buildings – sets – natural sets).
- g) Furniture, inventory and others that are not used by the Policyholder and/or that are not part of a set (refer to entrusted property).
- h) Bank notes, bonds, cheques, securities.
- i) Jewels, gemstones, weapons, fine pearls, furs, works of art worth more than 3.000 US\$ or local currency equivalent

What is not covered (EXCEPT EXEMPTION from the particular conditions)?

- a) Unexplained or mysterious disappearance (including loss at stocktaking).
- b) Snow, rain, sand, water or hail on sets, facilities, furniture, stands and accessories (excepting case of an event organised outside).
- c) Rust, oxidation, scratches or scrapes.
- d) Wear and tear, dilapidation or inherent vice.
- e) Use of sets, facilities, furniture, stands and accessories which does not comply with the specifications of the manufacturer.
- f) Confiscation of sets, facilities, furniture, stands or accessories against debts incurred.
- g) Handover of the sets, facilities, furniture, stands or accessories as guarantee, even if this takes place without the Policyholder's knowledge.

2.4.2 PERIOD OF COVER

- a) Upon receipt of the equipment and during transportation when the receipt is carried out by the Policyholder.
- b) During setup.
- c) During the event.
- d) During the dismantling.
- e) Until handing over of the equipment and including during transportation when this handling over is carried out by the Policyholder.

2.4.3 WHAT DO WE PAY IN THE EVENT OF A CLAIM?

- a) For built sets, facilities, furniture, stands and accessories we pay the rebuilding value
- b) For rented sets, facilities, furniture, stands and accessories we pay the real value
- c) For sets, facilities, furniture, stands and accessories belonging to you, we pay the real value

2.5 ADDITIONAL COSTS ('DAMAGE' INSURANCE)

2.5.1 COVERAGES – EXCLUSIONS

What is covered?

We pay the financial consequences that you would suffer because of additional costs incurred to continue the production of the insured event and resulting directly and exclusively from a loss, damage, burglary, theft with threat, use of false keys, climbing, deception, destruction or non delivery of the goods used by you for the event and occurring during the period of cover, as well as the damage to the location where the event takes place. We also cover the consequences of Natural Disasters for all events taking place inside or for all events taking place outside if the "Inclement Weather" coverage has been subscribed as well as, the non delivery and the late arrival of any equipment essential to the production of the event under the condition that every possible arrangement was made for



the equipment to transport to be present on the location if the event at least 24 hours prior to the beginning of the said event.

What is not covered (EXCEPT EXEMPTION from the particular conditions)?

- a) Damages resulting from or caused by insects, vermin, latent defect, wear and tear, damage, atmospheric humidity, extreme climate changes, shrinking, evaporation, a loss of weight, a leak of the content, or glass breakage or breakage of fragile materials, except if these damages are caused by an insured event.
- b) Damages resulting from bad weather on goods left in the open air (except in the case of outside events).
- c) Unexplained or mysterious disappearance (including loss at stocktaking).

2.5.2 CONDITIONS FOR COMPENSATION

The cover ends when it can be proved that 60% of the forecasted time for the insured day or evening could or can take place normally.

2.5.3 PERIOD OF COVER

During pre-event period and during the event, the setup and dismantling.

2.6 PUBLIC LIABILITY ('LIABILITY' INSURANCE)

2.6.1 COVER

In the event of accidental

- a) Bodily Injury to any person
- b) Damage to Property
- c) Obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement
- d) Wrongful arrest, wrongful detention, false imprisonment or malicious prosecution

occurring within the Territorial Limits the Insurer will indemnify the Insured in respect of compensation arising out of such event only in respect of any action for compensation or damages brought in any court worldwide excluding the USA/Canada.

2.6.2 LIMIT OF LIABILITY

The liability of the Insurer for Compensation (including claimant's costs, fees and expenses) shall not exceed the amount stated as the Limit of Indemnity in the Particular Conditions in respect of any one occurrence or series of occurrences arising from the same originating cause. All occurrences arising from the same originating cause will be treated as one occurrence and the per occurrence Limit of Indemnity stated in the Particular Conditions shall apply.

Unless otherwise stated herein or endorsed hereon defense costs in respect of which an indemnity is provided by this Section will be payable in addition to the Limit of Indemnity

2.6.3 EXTENSIONS

Subject to all other terms, conditions, exclusions, limits, deductibles and exclusions of this policy:

a) Motor Vehicles

Section Exclusion (b)(iii) shall not apply to liability caused by or arising from:

- » (i) the use of plant as a tool of trade at the Insured's premises or on any site at which the Insured is working
- » (ii) the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle
- » (iii) Damage to any building bridge weighbridge road or to anything beneath caused by vibration or by the weight of any vehicle or its load.
- » Provided that the Insurer shall not provide indemnity against liability
- » (i) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle
- » (ii) for which indemnity is provided by any other insurance.

b) Motor Contingent Liability

Notwithstanding Section Exclusion (b)(iii) the Insurer will within the terms of this Section indemnify the Insured named in the Schedule and no other for the purpose of this Section Extension in respect of liability for Bodily Injury or Damage to Property caused by or arising from any motor vehicle or trailer attached thereto (not belonging to or provided by the Insured) being used in the course of the Business.

Provided that the Insurer shall not provide indemnity against liability:

- » (i) in respect of Damage to any such vehicle or trailer or property conveyed therein or thereon
- » (ii) for which indemnity is provided by any other insurance
- » (iii) caused or arising whilst such vehicle or trailer is:
 - engaged in racing, pace-making, reliability trials or speed testing
 - being driven by the Insured
 - being driven with the general consent of the Insured or their representative by any person who to the knowledge of the Insured or other such representative does not hold a license to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a license
 - used elsewhere than in the Territorial Limits.



- c) Movement of Obstructing Vehicles
Section Exclusion (b)(iii) shall not apply to liability caused by or arising from any vehicle (not owned or hired by or lent to the Insured) being driven by the Insured or by any Employee with the Insured's permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians
Provided that:
- » (i) movements are limited to vehicles parked on or obstructing the Insured's premises or any site at which the Insured is working
 - » (ii) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle
 - » (iii) the vehicle causing obstruction is driven by use of the owner's ignition key
 - » (iv) the Insurer shall not provide indemnity against liability:
 - in respect of Damage to such vehicle
 - in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.
- d) Leased or Rented Premises
Section Exclusion (d)(ii) shall not apply to liability for Damage to premises (including their fixtures and fittings) leased or rented to the Insured.
Provided that the Insurer shall not provide indemnity against:
- » (i) Contractual Liability, excluding sole negligence
 - » (ii) the first USD1000 or local currency equivalent of each and every occurrence of loss or damage caused other than by fire or explosion.
- e) Buildings Temporarily Occupied Section Exclusion (d)(ii) shall not apply to liability for Damage to buildings (including contents therein) which are not owned leased or rented by the Insured but are temporarily occupied by the Insured for the purpose of maintenance alteration extension installation or repair.
- f) Overseas Personal Liability
The Insurer will within the terms of this Section indemnify:
- » (i) the Insured
 - » (ii) at the request of the Insured - any director partner or Employee of the Insured - any spouse or child of the persons stated in (i) or (ii) above who are accompanying such persons in respect of liability incurred by such persons in a personal capacity in connection with an event occurring in a country outside of the Territorial Limits whilst on a temporary visit to such country in connection with the Business.
 - » Provided that:
 - » (i) any person entitled to indemnity under this Section Extension shall be subject to the terms Exclusions and Conditions of this policy as though they were insured
 - » (ii) nothing in this Section Extension shall increase the liability of the Insurer to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified
 - » (iii) the Insurer shall not provide indemnity against:
 - any Contractual Liability
 - liability for which indemnity is provided by any other insurance
 - liability in respect of Damage to Property belonging to or in the custody or under the control of any person entitled to indemnity under this Section Extension
 - liability in respect of Bodily Injury to any person entitled to indemnity under this Section Extension
 - liability caused by or arising from
 - the ownership or occupation of land or buildings
 - the carrying on of any business profession trade or employment
 - the ownership possession or use of animals other than horses or domestic dogs or cats.

2.6.4 EXCLUSIONS

The Insurer shall not provide indemnity under this Section against liability:

- a) for or arising out of Bodily Injury to any Employee where such Bodily Injury arises out of and in the course of employment by the Insured or any liability arising out of the Workers' Compensation Act or any similar legislation anywhere in the world. For the purposes of this exclusion, Employee means any:
- » (i) person under a contract of service or apprenticeship with the Insured or the event company, technicians or other service providers,
 - » (ii) labour master and persons supplied by him,
 - » (iii) person employed by labour only sub-contractors,
 - » (iv) self employed person under the control of the Insured or the event company, technicians or other service providers
 - » (v) person hired to or borrowed by the Insured or the event company, technicians or other service providers
 - » (vi) person undertaking study or work experience or youth training scheme with the Insured or the event company, technicians or other service providers.
- b) caused by or arising from the ownership, possession or use by or on behalf of the Insured of any:
- » (i) aircraft aerospace device or hovercraft
 - » (ii) watercraft
 - » (iii) mechanically propelled vehicle: - for which compulsory insurance or security is required under any legislation governing the use of the vehicle - where indemnity is provided by any other insurance.



- c) caused by or arising from any Product Supplied after it has ceased to be in the custody or under the control of the Insured or any Employee other than food or drink for consumption on the Insured's premises.
- d) arising from damage to property
 - » (i) belonging to the Insured
 - » (ii) in the custody or under the control of the Insured or any Employee other than personal effects (including vehicles and their contents) of any visitor director partner or Employee of the Insured
 - » (iii) being that part of any Property on which the Insured or any Employee or agent of the Insured is or has been working where the loss or damage arises out of such work.
- e) for the Excess specified in the Schedule other than in respect of Damage to premises (including their fixtures and fittings) leased or rented to the Insured.
- f) arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform
- g) arising from Contractual Liability unless the sole conduct and control of claims is vested in the Insurer but the Insurer shall not in any event provide indemnity in respect of liquidated damages or liability under any penalty clause
- h) arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water. There is also no cover for any cost or expense arising out of any governmental demand or request that an Insured test for, assess, monitor, clean-up, remove, contain, treat, detoxify, or neutralize any such irritants, contaminants or pollutants.
- i) arising from advice design or specification provided by or on behalf of the Insured for a fee.
- j) arising out of the deliberate conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent Bodily Injury or Damage.
- k) arising out of resulting as a consequence of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.
- l) in respect of any loss destruction or damage occasioned by or any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.
- m) in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any:
 - » (i) computer data processing equipment or media microchip integrated circuit or similar device or
 - » (ii) other equipment or system for processing storing or retrieving data or
 - » (iii) computer software
 - » whether the property of the Insured and whether occurring before during or after the year 2000 to
 - » (i) recognize correctly any date as its true calendar date
 - » (ii) capture save or retain or correctly manipulate interpret or process any data information command or Instruction as a result of treating any date otherwise than as its true calendar date
 - » (iii) capture save retain or correctly process any data as a result of the operation of any programmed command which causes the loss of data or the inability to capture save retain or correctly process such data on or after any date.
- n) in respect of any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever.

2.6.5 EXTENSIONS APPLICABLE TO PUBLIC LIABILITY EXCEPTS WHERE INDICATED

Claimants' Costs and Expenses

The Insurer will provide indemnity against legal liability for all costs and expenses recoverable by any claimant in connection with any claim to which the indemnity applies.

Defence Costs and Expenses

The Insurer will provide indemnity in respect of all:

- a) costs incurred with the Insurer's written consent of legal representation at any
 - » (i) coroner's inquest or other inquiry in respect of any death
 - » (ii) proceedings in any court in respect of any act or omission causing or relating to any occurrence
- b) other costs and expenses incurred with the Insurer's written consent in relation to any matter which may be the subject of indemnity but shall not be liable for any fines or penalties imposed as a consequence of any claim, suit or proceedings.
- c) Where defence or legal representation costs are payable in addition to the Limit of Indemnity, if the amount required in settlement of the third party claim is greater than the Limit of Indemnity available under this policy in respect of such claim, then the Insurer will not pay more than their corresponding proportional share of the associated defence or legal representation costs.
- d) The Insurer's duty to defend ceases when the total paid by them in settlement of a third party claim or claims equals or exceeds the Limit of Liability available under the policy in respect of such third party claim. This duty to defend only applies where the third party claimant makes a written allegation of a claim in which the primary allegation is properly pleaded and is covered by this policy.



Costs of Court Attendance In the event of any of the under mentioned persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurer will reimburse the Insured at the following rates per day for each day on which attendance is required

- a) USD 650 or local currency equivalent for any director or partner of the Insured
- b) USD 250 or local currency equivalent for any Employee

Indemnity to other Persons

The Insurer will also indemnify as if a separate policy had been issued to each:

- a) the legal personal representatives of the Insured or any other person entitled to indemnity under this policy but only in respect of liability incurred by the Insured or such other person
- b) under Sections a) and b) any Principal but only to the extent required by the contract or agreement for work
- c) any owner of plant hired to the Insured but only to the extent required by the conditions of the contract or agreement of hire
- d) at the request of the Insured
 - » (i) any officer or member of the Insured's catering social sports educational medical dental and welfare organizations and fire security first aid and ambulance services in their respective capacity as such but not any medical or dental practitioner in respect of medical or dental services provided
 - » (ii) any director partner or Employee of the Insured while acting in connection with the Business in respect of liability for which the Insured would be entitled to indemnity under this policy if the claim for which indemnity is being sought had been made against the Insured

Provided that

- a) any persons specified above shall as though they were the Insured be subject to the terms Exclusions and Conditions of this policy insofar as they can apply
- b) nothing in this Extension shall increase the liability of the Insurer to pay any amount exceeding the Limit of Indemnity of the operative Section(s) regardless of the number of persons claiming to be indemnified

Cross Liabilities

If the Insured comprises more than one party the Insurer will under Sections B and C provide indemnity to each such Insured in the same manner and to the same extent as if a separate policy had been issued to each of them

Provided that nothing in this Extension shall increase the liability of the Insurer to pay any amount exceeding the Limit of Indemnity of the operative Section(s) regardless of the number of persons claiming to be indemnified.

2.6.6 PERIOD OF COVER0

- a) Upon receipt and during transport when the reception is carried out by the Policyholder.
- b) During setup.
- c) During the event.
- d) During the dismantling.
- e) Until handing over of the equipment and including during transport when this handling over is carried out by the Policyholder.

2.6.7 IMPORTANT PRECISIONS

- a) All the persons working on and for the event are not considered as third party.
In other words, the following are not covered by the existing cover: the bodily injuries to the staff of the event company, technicians and other service providers who should be covered elsewhere, either by their workers compensation insurance or by the insurance policy of the event company if they are working with an employment contract, or by an insurance policy of the type 'general liability or personal accident' if they are self employed or similar.
- b) It is warranted that the Insured shall have obtained confirmation from each bona-fide sub-contractor that they have Public Liability insurance in force for the duration of the work carried out on behalf of the Insured and in respect of all aspects and processes of such work.

2.6.8 WHAT DO WE PAY IN THE EVENT OF A CLAIM?

For material damages, we pay you back in real value

2.7 ENTRUSTED PROPERTY – CARE, CUSTODY & CONTROL ('LIABILITY' INSURANCE)

2.7.1 COVERAGES – EXCLUSIONS

What is covered?

- a) The amounts that the policy holder could be held legally liable for, for loss, damage, theft or destruction of the property of a third party during the policy cover, when such property is entrusted to or under the safekeeping of or under the control of the Policyholder, and is used or is intended to be used during the insured event.
- b) Are insured, amongst others:



- » Damage to property.
- » Sets, facilities, furniture that does not belong to the Policyholder but that is part of the existing content of the building, location or castle rented for the organisation of the insured event.

What is not covered (EXCEPT EXEMPTION from the particular conditions)?

- a) Liability for damage or destruction of motorised vehicles, aircrafts, boats, train or railway equipment.
- b) Liability for loss or damage resulting from stocktaking, unexplained or mysterious disappearance.
- c) Liability for damages caused by a fire, water damages, electricity damages or glass breakage to the buildings and/or natural decors (refer to public liability of for real property).
- d) Liability for the loss of an animal or injury to an animal.
- e) Liability for damages to goods that are insurable under other sections of the present conditions and that are rented to the Policyholder.

2.7.2 PERIOD OF COVER

- a) Upon delivery of goods and during transport when the policyholder took delivery of the same goods.
- b) During setup.
- c) During the event.
- d) During the dismantling.
- e) Until handing over of the goods and including during transport when this handing over has been done by the Policyholder.

2.7.3 WHAT DO WE PAY IN THE EVENT OF A CLAIM?

We pay you back in real value

2.8 3RD PARTY PROPERTY LIABILITY ('LIABILITY' INSURANCE)

2.8.1 COVERAGES – EXCLUSIONS :

What is covered?

We cover only damages to the property of third parties that you occupy during the policy period for which you would be held legally liable in accordance to the law on rental leases.

The cover is granted within the legal limits for rental leases. The Insurer cannot be bound to a more extended compensation because of specific commitments made by the policyholders.

Against what damages?

- a) Fire.
- b) Electrical damages.
- c) Water damages.
- d) Glass breakage.

What is not covered (EXCEPT EXEMPTION from the particular conditions)?

- a) Liability for damage or destruction of motorised vehicles, aircrafts, boats, train or railway equipment.
- b) Buildings, natural sets, which were previously insured against liability for real property with another Insurer.

2.8.2 PERIOD OF COVER:

- a) During setup, assembling and dismantling.
- b) During the event.

2.8.3 WHAT DO WE PAY IN THE EVENT OF A CLAIM?

We pay you back in rebuilding value.

2.9 CONTENTS OF PRODUCTION OFFICES ('DAMAGES' INSURANCE)

2.9.1 COVERAGES – EXCLUSIONS:

What is covered?

The goods specifically used during the occupation of itinerating production offices. These goods must not necessarily belong to you to be covered, but must be necessary to the production of the event.

- a) Furniture.
- b) Computers, equipment and supplies that are not insured elsewhere.
- c) Facilities.



Against what damages?

- a) Any accidental damage.
- b) Any destruction.
- c) Burglary, theft with threat, use of false keys, climbing, deception.

What is not covered (EXCEPT EXEMPTION from the particular conditions)?

- a) Unexplained or mysterious disappearance (including loss at stocktaking).
- b) Snow, rain, sand, water or hail (excepting case of an event organised outside).
- c) Rust, oxidation, scratches and scrapes.
- d) Mechanical defect, breakdown or jamming following an accident.
- e) Wear and tear, dilapidation or inherent vice
- f) Use of the equipment that does not comply with the specifications of the manufacturer.
- g) Confiscation of equipment against outstanding debts.
- h) Handing over the equipment as a guarantee, even if this takes place without the Policyholder knowing.

2.9.2 PERIOD OF COVER:

- a) During transport when it is carried out by the Policyholder.
- b) During setup.
- c) During the event.
- d) During the dismantling.

2.9.3 WHAT DO WE PAY IN THE EVENT OF A CLAIM?

We pay you back in real value.

2.10 BAGGAGE ('DAMAGE' INSURANCE)

2.10.1 COVERAGES – EXCLUSIONS:

What is covered?

Your baggage is insured against:

- a) Burglary or theft with violence.
- b) Total or partial damage.
- c) Loss whilst given on consignment to an air carrier.

What is not considered as baggage?

- a) Change, bank notes, cheques and other valuable documents.
- b) Travelling tickets, photographs, any document and keys.

What is not covered (EXCEPT EXEMPTION from the particular conditions)?

- a) Pre-existing damage to baggage.
- b) Damage to fragile items such as pottery, glassware, porcelain or marble objects.
- c) Leaking of liquids, fats, colouring or corrosive products that are part of the baggage.
- d) Unexplained or mysterious loss of the baggage or forgetting the baggage.

2.10.2 PERIOD OF COVER:

- a) Whilst travelling.
- b) During the event.

2.10.3 WHAT DO WE PAY IN THE EVENT OF A CLAIM?

The amount you paid when you bought the insured items after taking into account depreciation for wear and tear.

2.11 CASH ('DAMAGE' INSURANCE)

2.11.1 COVERAGES – EXCLUSIONS :

Specific insurability conditions to this coverage:

It is only applicable to cash used to pay for expenses incurred by the event. It is not applicable to the cash used for paying entrance to the event (to be covered by the 'Till' coverage).

What is covered?

The repayment of cash intended to cover the needs of the production of the insured event and that would have been stolen with attack on the person(s) appointed by the organiser.



When is theft with attack covered?

When the cash is on the person appointed by the organiser, outside of the production offices but including during withdrawal of money from a cash dispenser and/or from a postal office or bank.

What is not covered (EXCEPT EXEMPTION from the particular conditions)?

- a) Interior circulation of funds.
- b) Thefts and losses occurring during any sort of handling of funds, including payment to suppliers or payment to artists.
- c) Any act of fraud or malice.

2.11.2 PERIOD OF COVER:

- a) During the preparation of the event.
- b) During the event.
- c) During the dismantling.

2.12 TILL ('DAMAGE' INSURANCE)

2.12.1 COVERAGES – EXCLUSIONS:

What is covered?

- a) Loss of money following a theft with attack on a person in charge of or appointed for collection of entrance tickets.
- b) Theft with attack on the person in charge of or appointed by, whilst carrying receipts outside the event location.
- c) Burglary of till whilst the same is kept in safe during maximum one day and as per limits in the particular conditions.

What is not covered (EXCEPT EXEMPTION from the particular conditions)?

- a) Thefts and losses occurring during any handling of cash such as payment to suppliers or payment to artists.
- b) Any act of fraud or malice.
- c) When the theft of the till is outside the event location.
- d) When the person in charge of the till is younger than 16 or older than 70 at the moment of the attack.

2.12.2 PERIOD OF COVER:

- a) During the event.
- b) During transport before or after the event to bring back receipts outside the event location.

2.13 EXHIBITOR STAND ('DAMAGE' INSURANCE)

2.13.1 COVERAGES – EXCLUSIONS:

What is covered?

- a) All equipment for sound, lighting, broadcasting, projection, including lamps, generators, mechanical devices, computers, and all other similar equipment and accessories belonging to the exhibitor or for which the exhibitor is liable, when this equipment is used for the promotion of the stand leased or put at the disposal of the exhibitor.
- b) All items to the fitting and decoration of the stand, as well as all furniture and similar.
- c) All what is exhibited.

Against what damage?

- a) Any accidental damage or destruction.
- b) Burglary, Theft with threat, use of false keys or deception.
- c) Short circuits, over-voltage or inductions.

Which goods exhibited are not covered (EXCEPT EXEMPTION from the particular conditions)?

- a) Plants.
- b) Bank notes, shares, cheques, securities, stamps.
- c) Vehicles, boats, airplanes, trains and similar
- d) Jewels, precious stones, pearls that are not exhibited in a locked (with key) showcase. When these are exhibited in a locked showcase (with key), they are insured up to a limit of 3.000 US\$ or local currency equivalent per item (except exemption from the particular conditions).
- e) Furs, works of art, antiques and silverware, they are insured up to a limit of 12.000 US\$ or local currency equivalent per item (except exemption from the particular conditions).

What is not covered (EXCEPT EXEMPTION from the particular conditions)?

- a) Goods exhibited and left without surveillance during opening hours.



- b) Goods exhibited that are not on the exhibition stand.
- c) Unexplained or mysterious disappearance (including loss at stocktaking).
- d) Snow, rain, sand, water or hail (with the exception of an event organised outside)
- e) Rust, oxidation, scratches or scrapes.
- f) Mechanical defect, breakdown or jamming that is not resulting from an accident.
- g) Wear and tear, dilapidation or inherent vice
- h) The use that does not comply with the specifications of the manufacturer.
- i) Confiscation of goods against debts incurred.
- j) Handover of items / equipment as guarantee, even if this takes place without the Policyholder's knowledge.

2.13.2 PERIOD OF COVER:

- a) During setup.
- b) During the event.
- c) During the dismantling.

2.13.3 WHAT DO WE PAY IN THE EVENT OF A CLAIM?

- a) For equipment belonging to you we pay back the purchase value less 0.5% depreciation per month after the purchase date.
- b) For equipment not belonging to you (rented or put at your disposal by a professional), we pay back the real value.

2.14 EQUIPMENT LINKED TO A TECHNICAL EVENT ('DAMAGE' INSURANCE)

2.14.1 COVERAGES – EXCLUSIONS

What is covered?

- a) All equipment used for special technical events, such as 'light and sound' shows: All equipment for sound, projection, lighting, filming, sound recording, broadcasting and reproduction, including lamps, generators, mechanical devices, computers, lasers, equipment vehicles, mobile studios and all other similar equipment and accessories belonging to or owned by a third party (eventually rented); for which the Policyholder is liable and when such equipment is used for the production of the insured event. We also cover accessories, spare parts, flight cases, special cases or covers for the equipment listed above.
- b) All equipment used for special technical events, such as fireworks: pyrotechnic equipment, remote control equipment for the latter, and barriers for keeping the public at a distance.

Against what damages?

- a) Any accidental damage or destruction.
- b) Burglary, Theft with threat, use of false keys or deception.
- c) Short circuits, over-voltage or inductions.

What is not covered (EXCEPT EXEMPTION from the particular conditions)?

- a) Equipment left in the open air without surveillance.
- b) Equipment left in a vehicle which is not locked and/or left in an unattended vehicle.
- c) Unexplained or mysterious disappearance (including loss at stocktaking).
- d) Snow, rain, water, sand or hail (excepting case of an event organised outside)
- e) Rust, oxidation, scratches or scrapes.
- f) Mechanical defect, breakdown or jamming that is not resulting from an accident.
- g) Wear and tear, dilapidation or inherent vice
- h) The use that does not comply with the specifications of the manufacturer.
- i) Confiscation of equipment against debts incurred.
- j) Handover of items / equipment as guarantee, even if this takes place without the Policyholder's knowledge.

2.14.2 PERIOD OF COVER

- a) During trials when these are conducted by a person appointed by the Policyholder.
- b) Upon delivery of the goods and during transport when the policyholder took delivery of the goods.
- c) During setup.
- d) During the event.
- e) During the dismantling.
- f) Until handing over of the goods and including during transport when this handing over has been done by the Policyholder.

2.14.3 WHAT DO WE PAY IN THE EVENT OF A CLAIM?

- a) For equipment belonging to you we pay back the purchase value less 0.5% depreciation per month after purchase date.
- b) For equipment not belonging to you (rented or put at your disposal by a professional), we pay back the real value.



2.15 ALL RISKS TENTS ('DAMAGE' INSURANCE)

2.15.1 AMOUNTS INSURED

Indemnity is based on the purchase price of the tents, their frames, and of the setting up equipment insured by the event organiser or by the renter after taking into account wear and tear.

2.15.2 WHAT DO WE PAY IN THE EVENT OF A LOSS?

- a) For tents and equipment belonging to you we pay back the original cost / purchase price less 0.5% depreciation per month after purchase date.
- b) For tents and equipment not belonging to you (rented or loaned by a specialist), we pay back in real value

2.15.3 COVERAGES - EXCLUSIONS:

What is covered?

- a) Burglary, theft with breaking in offences or enclosures, threats, use of false keys or deception (false documents of collection and use of false documents) or committed with physical violence
- b) Partial or total damage
- c) All accidental damages

Are not considered as tents or marquees:

- a) Metallic or semi-metallic unfurling sheds
- b) Inflatable halls or tents which are permanent

What is not covered (EXCEPT EXEMPTION from the particular conditions)?

- a) Any pre-existing damage to the tents, to their frame and to the material that is set up.
- b) Use of equipment which does not comply with the specifications of the manufacturer.
- c) Wear and tear, dilapidation or inherent vice
- d) Unexplained or mysterious disappearance (including loss at stocktaking).
- e) Deliberate deterioration by the organisers.
- f) Deliberate deterioration by the participants and the public in general.
- g) Deterioration following a fight in the public.
- h) The loss of or forgetting the tents.
- i) Tents and their equipment left without surveillance, being assembled or dismantled.
- j) Confiscation of tents or marquees against debts incurred.
- k) Handover of the tents or marquees as guarantee, even if this takes place without the Policyholder's knowledge.

2.16 WEDDING DRESS ('DAMAGE' INSURANCE)

2.16.1 COVERAGES – EXCLUSIONS:

What is covered?

The wedding dress that is either belonging to you, or that you have hired or for which you are responsible.

Against what damages?

- a) Any accidental damage or destruction.
- b) Burglary, theft with threat, the use of false keys or deception.

What is not covered (EXCEPT EXEMPTION from the particular conditions)?

- a) Unexplained or mysterious disappearance (including loss at stocktaking).
- b) Damages resulting from water, snow, sand, rain or hail (excepting case of an event organised outside).
- c) Wear and Tear, dilapidation or inherent vice.

2.16.2 PERIOD OF COVER:

- a) As from the subscription date of the contract with a maximum of 30 days prior to the ceremony and until the ceremony.
- b) During the ceremony.
- c) Until handing over and including during transport when this handing over has been done by the Policyholder.

2.16.3 WHAT DO WE PAY IN THE EVENT OF A CLAIM?

- a) For a new wedding dress, meaning that it has been tailored or bought for the ceremony, we pay back the purchase price.
- b) For a wedding dress that is rented or lent to you, in the event of a total loss, we pay the real value (with deduction of dilapidation as per expert statement). In the event of a partial loss (damaged dress), the cost of restoration without dilapidation



2.17 WARDROBE - COSTUMES – MAKE-UP ('DAMAGE' INSURANCE)

2.17.1 COVERAGES – EXCLUSIONS:

What is covered?

All costumes, dresses, clothes and make-up necessary for the production of the event and that belong to you or for which you are responsible for.

Against what damages?

- a) Any accidental damage.
- b) Any destruction.
- c) Burglary, theft with threat, the use of false keys or deception.

What is not covered (EXCEPT EXEMPTION from the particular conditions)?

- a) Unexplained or mysterious disappearance (including loss at stocktaking).
- b) Damages resulting from water, snow, sand, rain or hail (excepting case of an event organised outside).
- c) Wear and Tear, dilapidation and inherent vice.

2.17.2 PERIOD OF COVER:

- a) As from the subscription date of the contract with a maximum of 10 days prior to the event.
- b) Upon receipt and including transport when this transport is carried out the Policyholder or one of his representatives.
- c) During the event.
- d) Until handing over and including during transport when the Policyholder has done this handing over.

2.17.3 WHAT DO WE PAY IN THE EVENT OF A CLAIM?

- a) For new costumes, meaning that they were tailored or bought for the event, we pay back the purchase price.
- b) For costumes that are either rented or lent to you, in the event of a total loss, we pay the real value (with deduction of dilapidation as per expert statement).
- c) For rented or loaned costumes and in the event of a partial accident (damaged costume), the cost of restoration without dilapidation

2.18 WEDDING GIFTS ('DAMAGE' INSURANCE)

2.18.1 COVERAGES – EXCLUSIONS:

What is covered?

All wedding gifts that would have been stolen and/or damaged.

Against what damages?

- a) Any accidental damage.
- b) Any destruction.
- c) Burglary, theft with threat the use of false keys or deception.

What gifts are not covered?

- a) Plants.
- b) Bank notes, bonds, cheques, securities, stamps.
- c) Vehicles, boats, airplanes, trains and similar.
- d) Jewels, precious stones, pearls, silverware and furs.
- e) Works of art, antiques, weapons of a value in excess of USD 650 or local currency equivalent.

What is not covered (EXCEPT EXEMPTION from the particular conditions)?

- a) Unexplained or mysterious disappearance (including loss at stocktaking).
- b) Snow, rain, sand, water or hail.
- c) Stains, rust, oxidation, scratches or scrapes.
- d) Mechanical defect, breakdown or jamming that is not resulting from an accident.
- e) Wear and tear, dilapidation or inherent vice
- f) Use of the gifts that does not comply with the specifications of the manufacturer.

2.18.2 PERIOD OF COVER:

- a) During the wedding (Ceremony, reception, party).
- b) Until they are stored at your place, or the place of a close friend or family member, but maximum 24 hours after the wedding.



2.18.3 WHAT DO WE PAY IN THE EVENT OF A CLAIM?

The purchase price of the gifts.

2.19 ALL RISKS EXHIBITION ('DAMAGE' INSURANCE)

2.19.1 INSURED VALUE

Claims will be paid on an 'agreed value' basis subject to the Policyholder having got at the date of the subscription of the contract a professional valuation less than 1 year old. If this is not the case, claims will be paid on a 'real value' basis, which is the value of the object at the date of loss.

However, indemnity will never be in excess of the insured amount.

2.19.2 COVERAGES – DEFINITIONS – EXCLUSIONS:

What is covered?

- a) Any object exhibited in an exhibition declared as such.
- b) Any work of art, jewel, silverware, earthenware and the like.
- c) Are not considered as objects exhibited in an exhibition, the objects exhibited in a trade fair, market and/or similar.

Against what damages?

- a) Any accidental damage.
- b) Any destruction.
- c) Burglary, theft with threat, theft with the use of false keys, theft with climbing, theft with deception.
- d) Short circuits, over-voltage and inductions.

What is not covered (EXCEPT EXEMPTION from the particular conditions)?

- a) Goods exhibited and left without surveillance during opening hours.
- b) Goods exhibited that are not inside a building.
- c) Unexplained loss or disappearance (loss at stocktaking).
- d) Damages resulting from snow, rain, sand, water or hail (excepting case of an event organised outside).
- e) Rust, oxidation, scratches or scrapes on the exhibited goods.
- f) Mechanical defect, breakdown or jamming that is not the resulting from an accident.
- g) Damages resulting from wear, depreciation, slow deterioration, humidity, moths, fungus, parasites, or any damage resulting from any process of cleaning, repair, transformation or maintenance on the exhibited goods.
- h) Confiscation of goods against debts incurred.
- i) Handover of the equipment as guarantee, even if this takes place without the Policyholder's knowledge.
- j) Damages to the frames and protecting glasses of the paintings.
- k) Breakage or the breakage of fragile objects when they are exhibited, unless these are caused by a burglar, fire, a falling aircraft or a natural disaster.
- l) Embossing, scratches, scales or paint splinters as well as those resulting from the action of natural or artificial light as well as mechanical, electrical damages and damages due to a trouble of functioning that is not the result of an accident.
- m) Damages made by cigarette, cigar, pipe burns and/or damages by stains, except for those resulting from an accidental water damage due to a piping fracture or the piping fracture of a heating system or extinguishing system.
- n) Stains and degradations caused by handling.
- o) The theft of the insured objects if they are not in an attended vehicle.

2.19.3 PERIOD OF COVER:

- a) Upon receipt of the good to be exhibited and including during transport when the receipt is carried out by the Policyholder
- b) During the set up
- c) During the exhibition
- d) During the dismantling.
- e) Until handing over of the goods exhibited and including during transport when this handing over is carried out by the Policyholder.

2.20 FORCED LOSS OF AUDIENCE ('DAMAGE' INSURANCE)

2.20.1 COVERAGES – DEFINITIONS – EXCLUSIONS:

What is covered?

We pay back all losses of audience resulting from an event listed below and whose origin is independent from the will of the organiser or of a sponsor or of any other person contributing to the financing of the event.



Circumstances covered by the present coverage:

- a) Demonstration that hinders access to the insured event.
- b) Strikes hindering access to the insured event.
- c) Public and/or air transport strikes.
- d) Inaccessibility of the insured event because of Natural Disasters or bad weather.
- e) Generalised breakdowns or closing of the reservation system in excess of 72 hours.
- f) National mourning.

What must you do in case of a claim?

Prove that the cause or origin of the claim has affected an important number of visitors, guests or participants, and that you have either lost a part of the reasonably anticipated takings or that you have to reimburse some of your sponsors, investors, and/or financiers in accordance with the contracts that you signed with them.

2.20.2 WHAT DO WE PAY IN THE EVENT OF A CLAIM?

If you have insured your profit margin, we pay back the loss of audience X ticket's price

If you have insured only the costs of your event, we pay back the loss of audience X (the ticket's price- profit per ticket)

2.21 ALL RISKS MUSICAL INSTRUMENTS ('DAMAGE' INSURANCE)

2.21.1 COVERAGES – DEFINITIONS – EXCLUSIONS:

What is covered?

All musical instruments, classical, traditional, electric and/or electronic, their accessories, spare parts, flight cases, special cases or boxes.

Against what damages?

- a) Any accidental damage or destruction.
- b) Burglary, theft with threat, theft with the use of false keys or theft with deception.
- c) Short circuits, over-voltage or inductions.

What is not covered (EXCEPT EXEMPTION from the particular conditions)?

- a) Any pre-existing defects of or damage to the musical instruments.
- b) Use of the instruments which does not comply with the specifications of the manufacturer.
- c) Wear and tear, dilapidation or inherent vice.
- d) Unexplained loss or disappearance (loss at stocktaking).
- e) Damages resulting from water, snow, sand, rain, or hail (excepting case of an event organised outside).
- f) Rust, oxidation, scratches or scrapes.
- g) Loss of or forgetting the musical instruments
- h) Deliberate degradation by the artist
- i) Degradation resulting from a fight between artists
- j) Degradation resulting from the invasion of the stage by the public, except if the organiser can prove that the security services were sufficient.
- k) Musical instruments left without surveillance
- l) Confiscation of musical instruments against debts incurred.
- m) Handover of the musical instruments as guarantee, even if this takes place without the Policyholder's knowledge.

2.21.2 PERIOD OF COVER:

- a) Upon receipt of the instruments and including during transport, when the receipt is carried out by the Policyholder
- b) During the set up.
- c) During the event
- d) During the dismantling.
- e) Until handing over of the instruments and including during transport when this handing over is carried out by the Policyholder.

2.21.3 WHAT DO WE PAY IN THE EVENT OF A CLAIM

- a) For musical instruments belonging to you we pay back the purchase value less 0.5% depreciation per month as from the purchase date.
- b) For musical instruments not belonging to you (rented or put at your disposal by a professional), we pay back the real value.



2.22 ALL RISKS POSITIVE ('DAMAGE' INSURANCE)

2.22.1 WHAT DO WE PAY IN THE EVENT OF A CLAIM?

The indemnity is based on the actual value of the multimedia supports bought or rented by the organiser.

2.22.2 COVERAGES – EXCLUSIONS:

What is covered:

- a) Any damages to the types of support listed below, with the exception of damages listed under the heading 'what is excluded' of the present section.
- b) Films on film or digital support.
- c) Videocassettes.
- d) DVD

What is not considered as 'positive' risks:

- a) Computer hard disks
- b) ZIP disks

What is excluded? (EXCEPT EXEMPTION from the particular conditions).

- a) Delays in the delivery of the supports to be projected
- b) The use of non appropriate equipment
- c) Theft
- d) Unexplained loss or disappearance (loss at stocktaking)
- e) Climatic and/or atmospheric conditions

2.22.3 PERIOD OF COVER :

During the preparation, the duration and dismantling of the event.

2.23 INCLEMENT WEATHER

2.23.1 INSURABILITY CONDITIONS

For this coverage to apply, it is specified that:

- a) If the insured event is requiring a stage, this one must be covered by a stage roof
- b) The electrical, electronic, audiovisual, lighting and sound equipment which is not on the stage must be protected against every type of rainfall
- c) Electrical, electronic, audiovisual, lighting, and sound equipment must be raised from the ground by at least 20 cm.
- d) Electrical, electronic, audiovisual, lighting, sound equipment as well as the wiring must comply with safety standards established by the authorities or manufacturers, for an outside use under usual conditions of humidity.

2.23.2 DEFINITION OF COVER:

Circumstances covered:

- a) Extreme weather which occurs after the commencement of the Covered Dates "Before Event" as stated in the Particular Conditions preventing the insured and/or the event organizer from undertaking the necessary set-up to permit the event to proceed due to
 - » (i) concern for the safety of those responsible for the necessary set up, or
 - » (ii) reasons for physical impossibility; and/or
- b) Extreme weather which occurs only after the commencement of the Covered Event Dates as stated in the Particular Conditions and which are deemed by the insured and/or event organizer to present a danger to those attending and/or participating if the event were to proceed; and/or
- c) Extreme weather which occurs after the commencement of the Covered Dates "Before Event" as stated in the Particular Conditions and which are deemed by an official authority to present a danger to those attending and/or participating if the insured and/or event organizer were to proceed and a written notice has been given by this same authority in this respect.

Extreme weather is defined as:

- a) Storm (i.e. a violent disturbance of the atmosphere with strong winds (of at least 8 Beaufort); and/or
- b) Flooding; and/or
- c) Overflowing of watercourse and/or
- d) Heavy snow weakening the stage roofs and stage structures and/or
- e) Hail impact; and/or
- f) Torrential rain (SIMPLE RAIN IS NOT COVERED); and/or

- g) Natural disasters.

What do we pay?

The net loss suffered by the insured because of the cancellation or the total postponement of the event following extreme weather such as defined under the heading 'Circumstances covered'.

Against what damages?

- a) Expenses already made to prepare the event.
- b) Expenses made to restore the location as it was found, if you had to carry out some fittings (setting up of fences, lavatories for the public and for your staff, etc).
- c) Expenses made for the return of entrusted goods and rented equipment.

2.23.3 EXCLUSIONS:

- a) No indemnity will be due for any insured day or evening that effectively took place during more than 60% of the initially forecasted duration.
- b) Cancellations and/or postponements resulting directly or indirectly from the non-compliance with the legislation governing the set up and the security of the temporary installations intended to host the public.

2.23.4 WHAT MUST YOU IMPERATIVELY DO IN THE EVENT OF A LOSS?

- a) Get the climatic and weather report from the official weather stations.
- b) Take pictures of what has happened.
- c) Contact your broker, who will appoint an expert to notify you an agreement to cancel or postpone the insured event. If you cannot contact your broker neither the expert who would have been appointed beforehand, you must have a bailiff on oath to establish the circumstances as defined under point 2.23.2.

2.24 PHOTO – VIDEO ('DAMAGE' INSURANCE)

2.24.1 COVERAGES – DEFINITIONS – EXCLUSIONS:

What is covered?

Moral damages that you would suffer following the deterioration, disappearance or destruction of all unused or exposed supports ordered by the Policyholder for himself or on behalf of his clients (films, tracks, sound or image reels, video tape, DV, digital support as well as the masters, interpositives, positives, work copies, cuttings, fine grain prints, colour slides, cells, artworks, drawings and the software with its support equipment destined to the creation of computer assisted special effects...).

The cover incepts upon delivery of, the use or support to the Policyholder and including during shootings, sound recordings, during post-production tasks (development, printing, editing, lab work, etc), the storage and also until final delivery.

We also cover the accidental exposure to light.

What is not covered (EXCEPT EXEMPTION from the particular conditions)?

- a) The artistic choice and/or the choice of the subject.
- b) Delays in delivery of the support.
- c) The use of non-appropriate equipment.
- d) Exposure of all support to extreme temperatures.
- e) Errors in setting or synchronising the sound or image recording equipment.
- f) Climatic and/or atmospheric circumstances.
- g) The use of outdated support



3 PERSONAL ACCIDENT

3.1 PERSONAL ACCIDENT INSURANCE

3.1.1 INSURED

The persons, who are part of the category of the persons listed as insured in the particular conditions.

3.1.2 WHAT IS COVERED

DEATH

Death from any cause, unless excluded under “what is not covered”, either immediate or occurring within maximum 3 years following the accident that caused it.

Maximum sum insured amounts to 100.000 USD or local currency equivalent.

PERMANENT DISABLEMENT

The permanent disablement from whatever cause, unless excluded what is listed under the section ‘what is not covered’ of the present heading. As soon as consolidation is made, a capital will be fixed according to the level of physiological disability.

In the event of a total disablement at 100%, this capital amounts to 200.000 USD or local currency equivalent

More than 67% of physiological disablement equals to 100%.

TEMPORARY DISABLEMENT

In case of temporary disablement, during maximum 2 years starting from the date of the accident, an indemnity of 20.000 USD or local currency equivalent per year will be paid.

MEDICAL FEES

In addition of what is listed above, the company will pay up to 35.000 USD or local currency equivalent for medical fees.

3.1.3 WHAT IS NOT COVERED

Damages resulting from:

- a) Participation in an air flight other than on a scheduled airline.
- b) Participation in competitions of endurance or speed as well as their trials on-board of ground locomotion vehicles, water vehicles, or air vehicles
- c) Participation in a feat, unless it is declared
- d) Private participation in a fight or an action known as being perilous or an acrobatic act endangering the life of the insured except if these acts are carried in view of attempting to save lives or in the event of self-defence
- e) Participation in the following sports: boxing, scuba diving with air bottles, underwater fishing, sailboard, surf, kite surfing, bobsleigh, skeleton, rock climbing, speleology, big game hunting, hang-gliding, skateboarding, shooting, horse riding, car racing (except for karting) and trials on a racing course, motorbike racing with speed exceeding 25 Km/hour, bungee jumping, parachute, yachting, combat sports, air sports
- f) Participation in a crime
- g) The use of medicines other than those prescribed by a doctor or the use of drugs / narcotics.
- h) Suicide or attempted suicide, intentional mutilation, criminal act, dementia.
- i) Pregnancy, child birth or periods
- j) Cardio-Vascular Accident



3.1.4 BENEFITS

Death	100% Capital sum insured
Loss of two limbs, two eyes, or one limb & one eye	100% Capital sum insured
Loss of one limb or one eye	50% Capital sum insured
Permanent Total Disablement (PTD) from injuries other than those named above	100% Capital sum insured
Permanent Partial Disablement (PPD)	Disablement percentage (as specified below) ** of sum insured
Temporary Total Disablement	Only medical expenses on agreed limit

** Permanent Partial Disablement (PPD) – benefits

Nature of injury	% of Capital Sum Insured
1. Loss of toes – all	20
- great – both phalanges	5
- great – one phalanx	2
- other than great, if more than one toe lost each	1
2. Loss of hearing – both ears	50
3. Loss of hearing – one ear	15
4. Loss of speech	50
5. Loss of four fingers and thumb of one hand	40
6. Loss of four fingers	35
7. Loss of thumb	
- both phalanges	25
- one phalanx	10
8. Loss of index finger	
- three phalanges	10
- two phalanges	8
- one phalanx	4
9. Loss of middle finger	
- three phalanges	6
- two phalanges	4
- one phalanx	2
10. Loss of ring finger	
- three phalanges	5
- two phalanges	4
- one phalanx	2
11. Loss of little finger	
- three phalanges	4
- two phalanges	3
- one phalanx	2
12. Loss of metacarpals	
- first or second (additional)	3
- third, fourth or fifth (additional)	2
13. Any other partial disablement	Percentage as assessed by doctor



4 GENERAL CONDITIONS: COMMON GENERAL CONDITIONS

4.1 OBLIGATIONS OF THE POLICYHOLDER IN THE EVENT OF A LOSS

4.1.1 WHAT DO YOU HAVE TO DO?

In the event of a loss, you must within the 24 hours, send us via fax or email:

- a) The circumstances of the loss.
- b) The origin of the loss.
- c) An estimate of the loss.
- d) Take the necessary measures to minimize the loss.
- e) In the event of theft, advise immediately the local police and get a written police report.
- f) Additionally, in the event of a 'non appearance' loss, you must get from a doctor a medical report specifying the nature of the physical disablement and the probable duration of the disablement. (The Insurer is entitled to require a medical counter visit by a medical officer or by a doctor of his choice).
- g) If the loss occurs during transport, proceed to a written evaluation of the damages with the carrier company and preserve every measure against the said carrier company.
- h) In the event of recovery of a stolen item, advise immediately the Insurer by registered letter.
- i) In the event of cancellation because of inclement weather, get a bailiff to establish the origin of the loss.

4.1.2 WHAT DO WE DO?

Within the 24 hours of the receipt of your notification of loss, we guarantee that:

- a) If you didn't contact us by phone, we will call you.
- b) We instruct an 'Event' loss adjuster in your country or the nearest country, and his expenses will be paid by us.

4.1.3 WHEN DO WE PAY?

When the loss has been established, assessed and accepted by us, the necessary will be done to have the loss paid within 15 days following the acceptance of the loss.

4.2 WHAT PRODUCTION BUDGET DO YOU HAVE TO INSURE

The company will not pay more than the expenses made, listed under the different lines of the budget and will not exceed in total the amount of the budget insured.

4.2.1 BASIC RULE:

Have always to be insured:

- a) Organisation costs (salaries, coordination, costs for the preparation, production and dismantling incurred to launch the event, overhead charges, etc.)
- b) Subcontractor invoices (catering, animations, sound, travel, rental of location, activities, etc).
- c) Communication costs (press campaigns, invitations...)

May be insured at your discretion:

- a) Copyrights, royalties, etc.
- b) Conception costs, scripts, etc.
- c) Your margins, commissions, contingency fees or similar. It is up to the insured to give evidence of and demonstrate this margin, commission, contingency fees or similar.

4.3 AVERAGE CLAUSE

If you did not declare the budget as defined here above, the company is entitled to apply the 'average clause' to the amount of the loss. The ratio between the production budget that you have declared and the budget that you should have declared will be applied to the amount of the loss. The indemnity is always limited to the budget declared and insured at the subscription.

For example: the event that you have insured costs (including subcontractors' invoices) 1.000.000 US\$ and you have only insured 500.000 US\$. As a consequence, if you have a loss that amounts to 800.000 US\$, the company is entitled to pay you up to 400.000 US\$.

The sum insured cannot be considered as the evidence for the value of the insured goods on the day of the loss. It is up to the Policyholder to give evidence of and demonstrate the amount of the loss by all means and documents.

Any demand for indemnity must be accompanied with a statement of account detailing the claim. The statement of account must be established by a certified public accountant approved by the Insurer or supported with documentary evidence.



The average clause is applicable except exemption from the particular conditions only, for the following covers: non-appearance, cancellation, additional costs, inclement weather, rainfall and winds and insofar as the amount that should have been insured exceeds the sum insured by 10%.

4.4 LOSS ADJUSTING

Damages are adjusted by mutual agreement, or, failing which and subject to the respective rights of the parties, by two loss adjusters, the first one being instructed by the Policyholder and the second one by the Insurer. These loss adjusters must irrevocably assess the amount of the loss; establish the replacement value (new) as well as the actual, real value of damaged items. They will also reach a decision as to the origins of the loss.

If they do not agree together, the loss adjuster will appoint a third adjuster to decide between them. The three adjusters will operate jointly and at majority of voices.

Should one of the parties fail to instruct his own loss adjuster, or should both loss adjusters fail to agree on the choice of the third one, the competent Court will appoint.

Should one of the adjusters not fulfil his task, he will be replaced by proceeding in the same manner, without prejudice to the rights of the parties.

Each party is entitled to require that the third adjuster be appointed outside of the place where the Policyholder has his registered offices.

Each party supports his own adjusting fees.

The Policyholder and the Insurer pay each half of the fees of the third adjuster, even if the latter was appointed automatically.

Any adjusting or other action aiming to establish the loss, is not harming the rights that the Insurer has against the Policyholder.

4.5 RULES APPLICABLE IN THE EVENT OF RECOVERY

Recovery before payment of indemnity

If the recovery of the items takes place before the payment of the indemnity, the Policyholder must take possession of the said items and the Insurer will only have to pay a compensation corresponding to the possible deteriorations suffered and to the costs that the Policyholder had to make usefully, or with the agreement of the Insurer, for the recovery of these items.

Recovery after payment of indemnity

Once the indemnity has been paid, the Insurer becomes the owner of the recovered objects. However, the Policyholder has the right to get them back in return for restitution of the difference between the indemnity paid by the Insurer and the final indemnity as stipulated in the paragraph above.

4.6 SUBSIDIARITY

Generally speaking, when the same interest is insured with different insurers for the same risk, the regulations defined by the local legislation (country of residence of the policyholder) will be applicable. If no rule is defined by the local legislation, the present contract will be subsidiary.

If the same interest is insured with different insurers for the same risk, the policyholder must advise the insurer and must communicate the identity of the other insurer(s) as well as the policy reference numbers.

4.7 GENERAL EXCLUSIONS

(General exclusions are applicable to all coverages unless otherwise stated under the 'Specific conditions' or 'Particular conditions')

The present contract does not cover losses and/or damages, liability or costs directly or indirectly, fully or partially, caused by or resulting from the following:

- a) Warlike operations (whether declared or not), invasion, act of foreign enemy hostilities and civil war, being specified that the Policyholder must prove that the claim results from an act other than the act of war.
- b) Insurrections, mutiny, riots, civil commotions, popular rising, military rising, rebellion, revolution, military or usurped power, act of terrorism or sabotage, being specified that the Insurer must prove that the claim results from one of these acts. However, the cover remains in force if an attack occurs at the location where the insured event is taking place.
- c) The non compliance by the Policyholder with the obligations to which he is bound by virtue of the collective agreements of the profession and of contracts of employment.
- d) Ionising radiations or of modification of the atomic nucleus.
- e) Embargo, confiscation, captures detention or destruction by order of any government or public authority of the studios, offices, equipment and other devices foreseen in the cover. When, because of one of the causes listed above, the offices used for production of the event are no longer under the custody of, the control of or at the disposal of the Policyholder or one of his representatives, the cover is suspended during that time.



- f) Non-observation of custom regulations.
- g) Land settling and mudslide, earthquakes, volcanic eruptions, tidal wave, hurricanes, storms, downpours, tornadoes, cyclones, floods and other cataclysms.
- h) Error in the direction or lateness attributable to the Policyholder, if it is proven that he did not take every possible step for the good delivery and transportation of the insured goods and/or persons.
- i) Commonly known negligence in manipulation.
- j) Gross negligence and/or inexcusable fault of the management of the company causing damage to the insured goods.
- k) Theft in cars.
- l) Theft or disappearance of goods onboard of vans and/or trucks belonging to the insured and/or his employees, agents, representatives, subcontractors, suppliers when these vehicles are not locked during the day and/or not guarded at night (between 20:00 hours and 06:00 hours), on non-working days or holidays and/or when the said stolen equipment, décor was visible from outside the vehicle. By guarded is understood: parked in buildings that are guarded and/or locked.
- m) Faulty packaging.
- n) Intended fault or gross negligence of the Policyholder: by 'gross negligence of the Policyholder', is understood any act or fault that must be considered as an intended fault, drunkenness directly linked to the loss, fraud, dishonesty, criminal act by the Policyholder.
- o) Indirect losses such as loss of receipts, commercial and/or artistic damage, depreciation in value and loss of profit.
- p) Damages resulting from the presence or dispersal of asbestos, asbestos fibres or products containing asbestos, insofar as these damages result from the harmful properties of asbestos.
- q) Dirty bombs: the present insurance policy does not cover the losses, damages, liability or costs that are caused directly or indirectly, completely and/or partially, by – or occurring following:
 - » Ionising radiations or radioactive contamination by any nuclear combustible and/or nuclear waste and/or by the combustion of nuclear combustible;
 - » Radioactive, toxic, explosive or similar dangerous or contaminating properties of every nuclear installation, of every reactor and/or other nuclear assembly or components;
 - » Any weapon or device for which the atomic or nuclear fission and/or fusion, or any similar reaction, or radioactive force or radioactive matter are used;
 - » Radioactive, toxic, explosive or similar dangerous or contaminating properties of every nuclear matter. The exclusion contained in the present paragraph is not applicable to radioactive isotopes, except for nuclear combustible, when such isotopes are prepared, transported, stocked or used in aim that is commercial, agricultural, medical, scientific, or in other similarly pacific goals;
 - » Any chemical, biological, biochemical or electromagnetic weapon.
- r) Any communicable disease or threat or fear of communicable disease (whether actual or perceived) which leads to:
 - » the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency, and/or
 - » any travel advisory or warning being issued by a national or international body or agency..
- s) Cyber risks
- t) The Assured's failure to observe and comply with the requirements of any law, ordinance, court or regulatory body of any jurisdiction
- u) Any contractual breach or dispute by the Assured
- v) Withdrawal, insufficiency or lack of finance howsoever caused; the financial failure of any venture; lack of or inadequate receipts, sales or profits of any venture; variations in the rate of exchange, rate of interest or stability of any currency; financial default, insolvency, or failure to pay of any person, corporation or entity; whether a party to this Insurance or otherwise.
- w) Lack of or inadequate response or inadequate financial or other support or withdrawal of such support by any party; lack of or inadequate attendance or insufficient interest prior to the date and time scheduled for and Insured Event.

4.8 RECOURSE - SUBROGATION

- a) The Insurer reserves all rights of recourse against third parties liable for the occurrence of the loss. He is subrogated in the rights of the assureds up to the amount of the indemnity.
- b) However, the Insurer acknowledges and accepts the civil inviolability of the Policyholder and of his employees.
- c) In case of damage, the policyholders will use all possible means against liable third parties in order to safeguard the recourse of the Insurer. However, the Insurer will not file a complaint against the assureds because of their negligence or inadvertently. He abandons any recourse for inadmissibility except in cases of fraud from the assureds.

4.9 COLLECTIVE CONTRACT

When several companies are participating to the present contract, a leading Insurer is appointed in the particular conditions; failing which the first mentioned in the list of co-insurers acts as a leading Insurer.

The insurance is subscribed by each company for its own part and without financial solidarity, at the same clauses and conditions than those applicable between the leading Insurer and the Policyholder.

The leading Insurer is deemed to be the agent of the other co-insurers to receive all declarations foreseen by the contract. The insured may address him every notification except those related to legal proceeding against the other co-insurers. The leading Insurer will inform the co-insurers without delay.

The leading Insurer receives the claim's declaration and informs the other co-insurers. He undertakes the necessary steps with a view to settle the claim and instruct the loss adjuster of the co-insurers, without prejudice of the right of each co-Insurer to appoint an underwriting agent of his choice.

All declarations made to the leading Insurer, all extensions or limitations of risks and conditions, all ratings, all claim's settlements, agreed with the leading Insurer, excluding cancellation and 'ex-gratia' payments made by the leading Insurer will be compulsory for all the co-insurers and will bind them irrevocably.

4.10 DISPUTES

Any dispute arising between the Assured and Insurer under the existing policy will be judged by arbiters.

The parties reserve the right to appeal.

The companies acknowledge the competence of the courts of the place where the contract has been signed.



5

GLOSSARY

- a) Accident: fortuitous event, which occurs by chance and suddenly.
- b) Act of God: force to which it is impossible to resist, an event that cannot be prevented and for which the Policyholder is not responsible.
- c) Act of terrorism or sabotage: action organised clandestinely to ideological, political or social ends, conducted individually or by a group and attempting at the lives of persons or destroying a place in view of impressing upon the public and creating a climate of insecurity (terrorism).
- d) Agreed value: Value or Basis of evaluation that has been agreed and accepted by the parties when signing the contract.
- e) Asia Pacific Country: any one of the following countries: Australia, Brunei, Cambodia, People's Republic of China, Fiji, Hong Kong, Indonesia, Japan, Kiribati, North Korea, South Korea, Laos, Macau, Malaysia, Marshall Islands, Federated States of Micronesia, Nauru, New Zealand, Palau, Papua New Guinea, Philippines, Samoa, Singapore, Solomon Islands, Thailand, Timor, Tonga, Taiwan, Tuvalu, Vanuatu, Vietnam.
- f) Average clause: clause that allows reducing the indemnity in the ratio between the insured budget and the budget that should have been insured according to section 4.2: 'What production budget do you have to insure?' In this case, the indemnity is calculated as follows: indemnity X insured budget / budget that should have been insured.
- g) Burnout: any manifestation resulting from an excess of physical and/or intellectual activity.
- h) Childhood Illness: Chicken Pox, measles, mumps, whooping-cough, scarlet fever, rubella
- i) Civil Commotion: violent demonstration concerted or not, of a group of persons that, without there being a revolt against the established order, reveals unrest of feelings characterised by disorder and/or illegal actions.
- j) Claim: any damage to the goods or persons insured due to one same cause, as well as those that are payable by virtue of the guarantee of recourse of third parties which have been caused on the occasion of one same damageable event.
- k) Cyber Risks: Any activity an/or business conducted and/or transacted via the internet, intranet, extranet and/or via the insured's own website, internet site, web address and/or via the transmission of electronic mail or documents by electronic means.
- l) Damage: the word damage used in the present contract defines every additional cost incurred by the Policyholder for the completion of the insured event and/or all other costs essential to the repair or replacement of the goods insured because of an insured circumstance.
- m) Dilapidation: deterioration caused by the time to an item, equipment or building.
- n) Event: corporate event, private event, competition, sporting event, firework, congress, seminars, fashion show, shows, theatre plays, exhibitions, fairs, trade fairs, meetings, festival and anything similar to the present enumeration.
- o) Fight: quarrel between two or more persons accompanied by insults, threats and sometimes physical blows.
- p) Deductible: the part of the damage that remains at the cost of the Policyholder. Every loss is subject to one single deductible that will be deducted from the amount of the indemnity. If several coverages would be involved for the same damage, the lowest deductible will be applied.
- q) Fee not entitled to compensation: fee that the Insurer must not pay back and that is resulting from the no-show of the insured person for causes of illness or accident.
- r) Fraud: deception, dishonest action.
- s) Illness: alteration of the organs or organic functions attributable to internal or external causes and translated into symptoms and signs that manifest themselves by a disturbance of the functions or by injuries. In any case, the depressive state and the similar are not considered as an illness in the present contract.
- t) Dementia: imprudence, debauchery, excess and misbehaviour, but also insanity and mental disorder.
- u) Insured: the organisers, their representatives and the persons and companies on behalf of whom they handle.
- v) Insurrections: uprising against the government. The Insurer attaches a notion of law and justice to this word.
- w) Intangible: loss of use and/or holding.
- x) Intervention limit: limit of indemnity, specified at the subscription of the policy, in excess of which the Insurer does not pay. In this case the average clause is not applicable.
- y) Labour dispute: work-related collective contestation.
- z) Lockout: temporary closing decided by a company in order to bring its staff to negotiate in a labour dispute.
- aa) Main artist: the person who is performing and for whom the public comes (top of the bill, singer, leader of the band, speaker and similar).
- bb) No-claim bonus: part of the premium paid back by the insurer if no claim is declared during the insured period. When this part of premium is paid back at the subscription of the contract, the bonus is said to be anticipated.
- cc) Policyholder; the person in whose name the policy is issued.
- dd) Purchase value: Price that has been paid to purchase the insured good when it was new (without depreciation)
- ee) Real value: value at new after dilapidation.
- ff) Rebuilding value: Price to rebuild the damaged good to a duplicate.
- gg) Replacement value at new: Purchase price at new on the day of the loss to buy back a good that replaces the damaged good. In this case, we will pay the assured the purchase price of the good that replaces the damaged good taking into account the technological evolution or the market trend.
- hh) Strike: concerted stoppage of work by a group of workers, employees, civil servants or self-employed workers.
- ii) Tenant: the Policyholder linked by a lease contract. The free occupant is assimilated to a tenant.
- jj) Theft with attack: theft resulting in murder, murder attempt, duly established threats or violence.
- kk) Third party: any person that his not considered as an insured in the present contract.
- ll) You: the insureds.