



CANCELLATION OF EVENT POLICY - AUSTRALIA

This policy contains a glossary of words on Page 4. Words bearing capital letters have stipulated meanings, set forth in the glossary. It is essential that you read the policy carefully, in light of these definitions, to ensure that you fully understand all its terms, conditions and limitations.

Your duty of disclosure

Before you enter this policy with us, you have a duty under the *Insurance Contracts Act 1984* (Cth), to disclose to us every matter that you know, or that a reasonable person could be expected to know, is relevant to our decision whether to issue a policy to you and on what terms.

You have the same duty to disclose any such matters to us before you renew, extend, vary or reinstate this policy.

Your duty, however, does not require disclosure of a matter:

- that diminishes the risk undertaken by us;
- that is of common knowledge;
- that we already know of or, in the ordinary course of our business, ought to know of; or
- as to which disclosure is waived by us.

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under your policy in respect of a claim or we may cancel the policy, or we may do both. If your non disclosure or misrepresentation is fraudulent, we may also have the option of avoiding the policy from its inception date, which would be as though the insurance had never existed.

1. Insuring Agreement

In consideration of the payment of the premium and compliance on your part with all of the terms and conditions of this policy, we will provide you with insurance, up to the respective amounts stipulated in the Schedule, against Cancellation, Interruption or Postponement of a Covered Event happening after the Effective Date of this policy and caused by any circumstances which are not excluded and are beyond your control.

2. Coverage and Amount of Insurance

Subject always to the respective limits of indemnity set out in the Schedule, we will pay:

- (a) your reasonable Ascertained Net Expenses and Additional Expenses resulting from Cancellation or Interruption of a Covered Event; or
- (b) your reasonable Additional Expenses resulting from Postponement of a Covered Event;
- (c) your reasonable Lost Profit resulting from Cancellation, Interruption or Postponement of a Covered Event;
- (d) your reasonable Additional Expenses actually incurred which thereby reduce the amount of either (a) (b) or (c) above.



3. Exclusions

This policy does not provide any indemnity in respect of liability for personal injury or death, or loss, damage or destruction of any property, or in respect of Postponement, Interruption or Cancellation arising out of or in connection with:

- (a) adverse weather conditions (unless and to the extent that cover for this is specifically endorsed onto the policy);
- (b) accident, sickness, disease or death of any person or group of persons scheduled to take part in a Covered Event (unless and to the extent that cover for this is specifically endorsed onto the policy);
- (c) insufficient capital or absence or withdrawal of financial support which is necessary to enable the Covered Event to take place;
- (d) breach of contract on the part of any of the Participants in the Covered Event, including but not limited to any person or persons scheduled to perform, unless this is caused solely and directly by circumstances entirely beyond their control;
- (e) insufficient ticket sales, lack of audience or other public support for the Covered Event;
- (f) any dishonest, fraudulent, criminal, wilful or malicious act committed or alleged to have been committed by you or by any of your directors, officers, employees, agents or other representatives;
- (g) any actual or alleged dishonest, fraudulent, criminal, wilful or malicious act committed anywhere by any of the participants in the Covered Event, including but not limited to any person or persons scheduled to perform;
- (h) the order of any court, tribunal or administrative authority, acting within its proper jurisdiction, which prevents the Covered Event from taking place;
- (i) ionising radiations or contamination by radioactivity or radioactive material of any description;
- (j) war, whether declared or undeclared, civil war, insurrection, riot, civil commotion, rebellion, revolution, war like acts involving military force or military personnel, military or usurped power, destruction or seizure or usage of any property for a military purpose, including any direct or indirect consequences of any of the foregoing;
- (k) strike or any other form of industrial action, on the part of your employees or of any participants in the Covered Event;
- (l) terrorism or terrorist activities which, for the purposes of this exclusion, mean acts, including but not limited to the use of force or violence and/or threat thereof, of any person or persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or socio-economic reasons and intended to coerce or influence any government, corporation or organisation or to put the public, or any class of persons, in fear, unless and to the extent that cover for this is specifically endorsed onto this policy.



4. Location of Covered Event

See Item ■ of Schedule.

5. Premium

See Item ■ of Schedule. Note that coverage does not commence under this policy until the premium has been paid.

6. What To Do When Cancellation, Interruption or Postponement occurs or appears likely to occur

- (a) Give immediate notice to us in writing;
- (b) Do all things reasonably practical to avoid or diminish any loss;
- (c) Co-operate with us in the investigation of the Cancellation, Interruption or Postponement by providing us with relevant records and documents that we may reasonably require and by allowing us to make copies; submitting a signed statement and, in so far as it is within your power, cause other persons having knowledge of the Cancellation Interruption or Postponement to submit a signed statement;
- (d) Submit to us, within ninety (90) days following the Cancellation, Interruption or Postponement your signed, sworn Proof of Loss.

The cost of providing the information required under this clause is to be borne by you.

7. Other Insurance

If a Cancellation, Interruption, or Postponement covered by this policy is also covered for you by another policy, to the extent to which it is permitted by law we will pay you only that portion of the loss which is in excess of the coverage provided under the other insurance.

8. Suit Against Us

No action shall be brought against us unless there has been compliance by you with all the policy provisions, to the extent that this is permitted by law.

9. Loss Payment

We will pay all valid claims to you unless some other person is designated in the policy to receive payment or is legally entitled to receive payment. The loss will be payable within (30) days after we receive from you a Proof of Loss which is satisfactory to us.

10. Concealment or Fraud

There is no coverage under this policy if you have intentionally concealed or misrepresented any material fact or circumstance relating to this policy.

11. Waiver or Change of Policy Provision

No waiver or change of any provision of this policy shall be valid unless specifically endorsed by us onto the policy.



12. Assignment

No assignment of this policy shall be valid, unless specifically consented to and endorsed onto the policy by us.

13. Subrogation

In the event of loss under this policy, we shall be subrogated to all your rights of recovery against any person or organisation. You must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You must not do anything which might prejudice our ability to rely upon our subrogated rights of recovery.

14. Notice

Any notice to be given to us, shall be addressed to Proclaim Management Solutions Pty Ltd, level 2, 134 Flinders Street, Melbourne, Victoria, 3000.

15. Cancellation

Due to the nature of this policy, you may not cancel it after the coverage is in force. We may only cancel it in the circumstances permitted by Section 60 of the *Insurance Contracts Act 1984* (Cth).

16. Governing Law

This policy is to be subject to the law of Australia and the jurisdiction of the Australia Courts.

GLOSSARY

Throughout this policy, "You" and "Your" refer to the insured shown on the Schedule and "We", "Us" and "Our" refer to the Company providing this insurance. In addition, the following words or phrases shall mean:

Additional Expenses	if an amount for this is provided in the Schedule, any reasonable and necessary extra expenses sustained by you following a Postponement, over and above those expenses that would have been incurred had the Event not been subject to the Postponement, or reasonable additional costs incurred to reduce or prevent a Cancellation, Postponement or Interruption that appears likely to occur up to but not exceeding the amount so provided in the Schedule. Additional Expenses do not include lost earnings or profits on any financial loss other than out of pocket costs actually incurred.
Ascertained Net Expenses	if an amount for this is provided in the Schedule, those reasonable and actual expenses, costs and/or guarantees or irrevocable monetary commitments, including advertising, promotions and exploitation costs (net of salvage or other recoveries including any portion of revenues as of the time of loss which the insured is not obliged to return), which were actually incurred by you prior to the Cancellation or Interruption of the Event. Ascertained net expenses do not include lost earnings or profits or any financial loss other than out of pocket costs actually incurred.
Cancellation	necessary and irrevocable cancellation, curtailment or abandonment of a Covered Event, whether before or after its commencement, caused by circumstances which are not excluded by this policy.



Covered Event	the Event described in Item of the Schedule.
Effective Date	the date cover under this policy commences, being the date shown in the Schedule or the date we receive payment of the premium, whichever is the later.
Expiration Date	the date cover under this policy ends as shown on the Schedule, subject to any Extended Expiry Date for a Covered Event which has been Postponed.
Extended Expiration Date	the date to which cover under this policy may be extended as a result of a Postponement, not to be later than 60 days from the originally scheduled Covered Event date.
Interruption	the necessary Interruption of an Event which is in progress.
Lost Profit	if an amount for this is provided in the Schedule, any direct reasonable and verifiable lost earnings and/or loss of profits (calculated on a gross revenue basis) including where an individual amount is provided in the Schedule lost earnings and/or loss of profits as a result of sponsorship and merchandising arrangements and from TV/Media revenue which result solely from the Cancellation, Postponement or Interruption of the Event up to but not exceeding the amount so provided in the Schedule.
Participants	any individual, company or association involved with any aspect of the Event.
Postponement	the necessary postponement, delay or suspension of a Covered Event for a period of time, not exceeding sixty (60) days from the originally scheduled date.



Endorsement No. 1

It is hereby agreed and endorsed that Exclusion 3(a) adverse weather conditions, is deleted entirely and replaced with the following:

Adverse weather conditions unless such weather conditions:

- (a) occur on the day(s) of the Covered Event and are reasonably deemed by the Event organiser on the day in question to pose a threat to the safety to those attending or participating in the Covered Event; and/or
- (b) in the case of a Postponement, occur after the Effective Date of this policy but before the Expiration Date of this policy or the Extended Expiration Date and which prevent you or the Covered Event organiser from undertaking the necessary set up to enable the Covered Event to proceed due to:
 - concern for the safety of those responsible for the necessary set up; or
 - reasons of physical impossibility.

In any claim and/or action, suit or proceeding to enforce a claim for a loss under this policy the burden of proving that the loss results from adverse weather conditions rests with you.

All other terms and conditions remain unchanged.

Endorsement No. 2

Additional Cover

TERRORISM INCLUSION (time and distance)

Notwithstanding Exclusion 3(l) it is agreed and endorsed that this insurance is extended to indemnify you in respect of Ascertained Net Loss, subject always to all the other terms, conditions and limits of this policy, in respect of Postponement, Interruption or Cancellation due to an act of terrorism (as defined below) which occurs:

- (i) at the Covered Event location(s); or
- (ii) within a radius of 25 miles from the Covered Event location(s)

and within 48 hours of the scheduled date of the Covered Event.

For the purpose of this endorsement an act of terrorism means an activity, including the making of specifically-directed threats, that:

- (i) is committed for political, religious, ideological or similar purposes and involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, or tangible property; and
- (ii) is by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), but not including a government (de jure or de facto); and
- (iii) appears to be intended to:
 - intimidate or coerce a civilian population; or
 - disrupt any segment of the economy of a State or Country; or



**DOMINION
UNDERWRITING
AGENTS** PTY LTD
ABN 98 096 824 814

Dominion Underwriting Agents Pty. Ltd
AFS License 247849
P.O. Box 457, Deepdene, VIC 3103
Phone: 03 9888 5867 Fax: 03 9888 4311
Website: www.dominionunderwriting.com

- overthrow, influence, or affect the conduct of any corporation, organisation or government (de jure or de facto) by intimidation or coercion; or
 - affect the conduct of a corporation, organisation or government (de jure or de facto) by mass destruction, assassination, kidnapping or hostage taking; and
- (iv) does not involve a radioactive weapon or device or the emission, discharge, dispersal, release or escape of any chemical or biological agent.

Postponement, Interruption or Cancellation of a Covered Event due merely to the fear of an act of terrorism is not insured under this endorsement unless there is a specific threat of such an act, to be carried out at the Covered Event location(s) or within a radius of 25 miles of them.

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

All other terms and conditions remain unchanged.



PLEASE READ THE FOLLOWING EXTRACT FROM THE **INSURANCE CONTRACTS ACT** AND OTHER IMPORTANT NOTICES AND THEN SIGN AND RETURN THIS PROPOSAL FORM TO **DOMINION UNDERWRITING AGENTS PTY LIMITED**.

EXTRACT FROM THE INSURANCE CONTRACTS ACT 1984

These notices and declaration apply to all sections of the Business Insurance Pak proposal. Under the terms of the Act we must advise you of the following:

Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you Renew, Extend, Vary or Reinstate a contract of General Insurance. Your duty however does not require disclosure of matter:

- a). That diminishes the risk to be undertaken by the insurer.
- b). That is common knowledge.
- c). That your insurer knows or, in the ordinary course of their business, ought to know.
- d). As to which compliance with your duty is waived by the insurer.

Non – Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

Important Notice

Your insurance contract may be arranged or effected wholly or partly with an unauthorized foreign insurer that is not authorized under the **Insurance Act 1973** to conduct business in Australia. Such insurers are not subject to the provisions of the Act, which establishes a system of financial supervision of General Insurers in Australia. It is a matter for your consideration whether you should obtain further information from Dominion Underwriting Agents on such matters as :

- a). Name and postal address of the Insurer, or intended Insurer.
- b). Country of incorporation of Insurer, or intended Insurer, and whether that country has a scheme of financial supervision of insurers.
- c). Paid up capital of the Insurer, or intended Insurer.
- d). Which country's laws will determine disputes under the intended Insurance Contract.

Declaration

Please read this carefully before you sign. If there is anything about which you have questions or would like to know more, please contact Dominion Underwriting Agents Pty Limited before signing this application and declaration. Every question must be answered, as it will affect the Insurance Company's decision to insure you and the terms of the insurance. You must fully and clearly give the information asked and if you do not know the answer, please state the fact. If a completed answer cannot be fitted on the proposal form, set it out on a separate sheet of paper, sign and date it and attach it to the proposal.

I/We declare that to the best of my knowledge and belief that the answers given, and any additional documents or papers submitted, represent the true position of my business and I/We agree that this proposal together with the Policy Wording Documentation signed by Dominion Underwriting Agents Pty Ltd and any accompanying documents shall form the basis of the contract proposed. I/We confirm that I/We have read and understood the notice concerning my Duty of Disclosure (as above) and that where the answers on this proposal are not in my/our own handwriting that they have been checked by me/us and I/We certify that they are correct. I / We have read the above IMPORTANT NOTICE and acknowledge that the Insurance Contract will be effected with an insurance company which is regarded as an Unauthorised Foreign Insurer under the Insurance Act 1973. I/We confirm that by my/our Signature(s) below that I/We have been truthful and frank in answering the questions in this application and I/We have not withheld any material information.

Name : _____

Signature : _____
