

# Section I. Event Cancellation Insurance

## Insuring Clause

- (i) **Cancellation, Abandonment, Postponement or Disruption**

We agree to pay You any Loss You incur solely and directly by reason of any necessary **Cancellation, Abandonment, Postponement or Disruption** of the **Event** from a sudden and accidental cause occurring during the **Policy Period** and which is beyond the control of You and any **Event Contractor**.

- (ii) **Terrorism**

Notwithstanding General Exclusion (ii) and exclusions (ii) and (xx) specific to Section I, We agree to pay -You any Loss You incur which results solely and directly from a sudden and unexpected **Declared Terrorist Incident** which occurs at a **Venue** in Australia during the **Event** or once You are in occupation and/or control of the **Event**.

- (iii) **Additional Expenses**

We agree to pay the **Additional Expenses** incurred by You during the **Policy Period** to diminish or avoid a **Loss** that would otherwise be covered under insuring clause (i), but only to the extent that those **Additional Expenses** are less than the amount of the **Loss** diminished or avoided.

## Definitions

Some words have special meaning wherever they appear in this **Section**. These words and their meanings are listed below:

**Abandonment or Abandoned** means the inability to complete an **Event** once the **Event** has commenced.

**Additional Expenses** means any proven, reasonable and necessary extra **Expenses** incurred by You solely and directly to diminish or avoid the **Cancellation, Abandonment, Postponement or Disruption** of the **Event**.

However, **Additional Expenses** does not include any loss of earnings, loss of profit or recalculation or loss of inventory.

**Cancellation or Cancelled** means the inability to commence the **Event**.

**Communicable Disease** means any disease caused by a pathogen or toxic product produced by a pathogen and which may be transmitted directly or indirectly by a person or lifeform to another person or animal.

**Declared Terrorist Incident** means an act, incident or occurrence which is a declared terrorist incident in accordance with Section 6 of the *Australian Terrorism Insurance Act 2003* (Cth)

**Disruption or Disrupt** means the necessary partial closure or curtailment of the **Event** which cannot be avoided after the **Event** has commenced.

**Event** has the meaning given to it in the **Schedule** to this Policy, held at the **Venue**.

**Event Contractor** means a third party contracted by You to provide services critical to the success of the **Event**.

**Event Period** means the date from which the **Event** starts up to and including the date the **Event** concludes.

**Expenses** means the total of all costs and charges which would have been incurred by You directly for the purpose of promoting, staging, and organising the **Event** if there had been no **Cancellation, Abandonment, Disruption or Postponement**.

**Gross Revenue** means all monies paid or payable to You from every source in connection with the **Event** if there had been no **Cancellation, Abandonment, Disruption or Postponement**.

**Loss** in this **Section** means:

- (i) the **Expenses** which have been irrevocably expended by You in connection with the **Event**, less such part of the **Gross Revenue** retained, less any savings You are able to effect to mitigate such expenditure and to prevent being out-of-pocket;
- (ii) the return of contracted fees or contracted charges for attendance or space, whether or not You are contractually obliged to return such fees, and You can demonstrate the return is commercially and essentially justifiable; and
- (iii) Your lost **Net Profit** but only if;
  - a. **Gross Revenue** is stated as covered in the **Schedule**; and

- b. **You** demonstrate in writing to **Us** the **Net Profit You** would have earned had the **Event** been completed.

**National Mourning** means the state of mourning declared by the government of the country where the **Event** is due to be held, following the death of a member of the Royal Family, Head of State or other individual declared by that government.

**Net Profit** means **Gross Revenue** less **Expenses**.

**Postponement** means the unavoidable rescheduling of the **Event** to another time or another location.

**Terrorism** means an act involving the use of force or violence or the threat thereof, made by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Venue** means the place specified in the **Schedule** to this Policy.

## Additional Exclusions Specific to Section 1

We will not pay for **Loss** or **Additional Expenses** caused by or resulting from:

(i) **Adverse Weather**

Any adverse weather that directly or indirectly affects an **Event** in the open air or under canvas or in a temporary structure unless agreed by **Us** in writing and stated in the **Schedule**.

(ii) **Biological, Poisonous & Chemical Pathogens**

The actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing, concurrently or in any other sequence thereto.

(iii) **Communicable Diseases**

Any **Communicable Disease** that leads to the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency; or any travel advisory or warning being issued by a national or international body or agency, but this exclusion will not apply if the **Venue** is closed by or under the order of any government or

public or local authority as the sole and direct reason of a **Communicable Disease** which originates and manifests itself within confines of the **Venue**.

(iv) **Contract Disputes**

Any claims, demands or allegations relating to a contract dispute or breach of contract by **You** or by an **Event Contractor**.

(v) **Currency Variations**

Any variation in the rate of exchange, rate of interest or stability of any currency.

(vi) **Detainment**

Any order for repatriation, internment, imprisonment, deportation or the refusal of permit to enter any country where the **Event** is to be held.

(vii) **Failure to Vacate**

Failure to vacate the **Venue** at the expiration of the lease if **You** are the owner or manager of the **Venue** or are a company affiliated with the **Venue**.

(viii) **Illicit Substance**

Any connection with illicit or illegal substances.

(ix) **Inadequate Attendance or Interest**

Any lack of or inadequate attendance or insufficient interest prior to the date and time scheduled for any **Event**.

(x) **Interference from Works**

Any work being carried out by builders or any other contractors which causes the **Venue** or its facilities to be unusable in whole or in part, but this exclusion will not apply to work that **You** were not aware of prior to finalising the agreement to use the **Venue**.

(xi) **Lack of Care or Diligence**

**Your** lack of care, diligence or prudent behaviour, the result of which would increase the risk, and/or the likelihood of a **Loss** under this policy.

(xii) **Lack of Finances**

Any lack of finances or failure to pay howsoever caused.

(xiii) **National Mourning**

**National Mourning** unless following the death of a member of the Royal Family or Head of State below the age of 65 years, and such death occurs within 7

days of the start of the **Event** or during **Event Period**.

(xiv) **Non-Appearance**

Non-appearance of any person(s) or groups of persons scheduled to perform or appear at the **Event**.

(xv) **Non-Compliance**

Your failure to:

- a. comply with the requirements of any law, regulatory instrument, order, court or regulatory body anywhere in the world; or
- b. make, in a timely and prudent manner, all necessary arrangements required to complete the **Event** including, but not limited to, allowances for travel time, set up and/or rehearsal time; or
- c. ensure that all necessary contractual arrangements that involve or would ordinarily involve the **Event** organiser are completed and confirmed in writing; or
- d. ensure that all necessary authorities and permissions are obtained in a timely and prudent manner, and that they are and remain valid for the **Event Period** (including but not limited to licences, permits, visas, and intellectual property).

(xvi) **Other Insurance**

Any matter or occurrence which is insured by or would, but for the existence of this policy, be insured by any other insurance(s) except for any excess beyond the amount which would have been payable under such other insurance(s) had this policy not been in place.

(xvii) **Pollutants**

Discharge, dispersal, seepage, migration, release or escape of any **Pollutant**.

(xviii) **Reduction in Attendance**

Any reduction in attendance that is not specifically attributable to the necessary **Cancellation, Disruption, or Postponement** of the **Event**.

(xix) **Riots & Martial Law**

Civil commotion which assumes the proportions of, or amounts to, a popular uprising, riot, martial law, or the act of any lawfully constituted authority to

maintain or attempt to maintain public order.

(xx) **Sanctions and Embargoes**

Any **Loss** the payment of which would expose **Us** or any member of **Our** group to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws (whether legislation or common law), or any form of regulations of the European Union, United States of America, Australia, New Zealand and/or any other applicable national economic or trade sanction, laws (whether legislation or common law), or any form of regulation.

(xxi) **Teleconferencing**

Teleconferencing or similar picture or data image communication links to or from any part of the **Event** unless **We** agree in writing beforehand and state our agreement in the **Schedule**.

(xxii) **Terrorism.**

(xxiii) **Unlisted Losses**

**Gross Revenue** and **Expenses** which are not listed in the **Schedule**.

(xxiv) **Variations**

Alterations or variance of the **Event** without **Our** prior written approval.

# Communicable Disease Extension Endorsement

Allianz Global Corporate & Specialty - Pacific  
Australia



Name of Policyholder: Blazing Swan Inc

Attached to and forming part of Policy Number: 99-0008862-ENL

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Notwithstanding the **Communicable Disease** exclusion, this exclusion shall not apply to an outbreak of any **Communicable Disease** or the threat of **Communicable Disease** during the **Policy Period** which leads to the:

1. **Venue(s)** being closed by order of a government or public authority or local authority; or
2. **Event(s)** being closed by the Government imposing a ban on public meetings or events.

However, under no circumstances shall this **Policy** cover any **Loss** directly or indirectly arising out of contributed to or resulting from:

- (i) Novel Coronavirus (2019-nCoV), Covid-19 or any subsequent naming by the World Health Organization of Coronavirus or mutation thereof;
- (ii) fear of **Communicable Disease**; or
- (iii) the non-appearance of any person or group(s) of persons that is attributable to the outbreak of the **Communicable Disease** or the threat of **Communicable Disease** (whether actual or perceived); or
- (iv) any reduction in attendance that is attributable to the outbreak of the **Communicable Disease** or the threat of **Communicable Disease** (whether actual or perceived).

All other Terms and Conditions as Per Policy Wording