



Cancellation of Event Policy Wording

Contract of Insurance and Insurance Agreement

This Policy forms part of Your contract of insurance. Your contract of insurance consists of:

1. This Policy document; and
2. The Schedule which details the cover applying to You and which may be updated from time to time. The Schedule will include any changes to the standard cover described in this Policy; and
3. Your proposal or application form including any written or oral statements or documents made or supplied by You; and
4. Any endorsements added either by way of Schedule or otherwise.

Under this contract of insurance You, as the Insured party, agree to pay the premium(s) stated in the Schedule and Western Pacific Insurance Limited (WPIL) agrees to provide the insurance cover set out in this Policy and according to this contract of insurance.

Some terms used in this Policy have specific meanings. Where words begin with an upper case letter the meaning of those words or terms are set out in the definitions section of this Policy document.

Defined words include any plurals or other derivatives of those words or terms as the context requires.

Headings are used for reference only and are not part of the Policy for interpretation purposes.

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What is covered in this Contract of Insurance

1. Subject always to the respective limits of indemnity set out in the Schedule, following payment of the premium payable for the period of insurance and on acceptance of a claim, WPIL will pay:
 - a) Your reasonable Ascertained Net Expenses and Additional Expenses resulting from Cancellation or Interruption of a Covered Event.
 - 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.

Claims and what will be paid

1. If You make a claim under this Policy, part of that claim must be paid by You (the "Excess"). The Excess is detailed in the Schedule, and will be deducted from any amount payable by WPIL under this Policy. Only one excess is paid by you for each claim or linked series of claims arising from one event causing loss.
2. **If anything happens or an Event occurs which may result in a claim being made on this Policy, then as soon as You know about that Event You must:**
 - a. Do as much as You can to minimise any Loss or liability and prevent further damage, Loss or liability.
 - b. Report any burglary, arson, theft, vandalism or intentional or malicious damage to the police.
 - c. Tell WPIL immediately.
 - d. Do as much as You can to obtain details of any other persons, property, vehicle or any other item involved and also any witnesses involved.
 - e. Tell WPIL immediately if any information or assistance is asked for or any communication or documentation is received by You.
3. **Unless WPIL agrees You must not:**
 - a. Incur any cost or expense in connection with the claim.
 - b. Dispose of any property which is part of the claim.
 - c. Start repairs or replace any item unless necessary to minimise the Loss or prevent further Loss as detailed above.
 - d. Negotiate or pay or settle or admit or deny any claim.
 - e. Start any legal proceedings.
 - f. Pass or abandon any item of Insured Property unless agreed to by WPIL.
 - g. Do anything which may prejudice WPIL's ability to defend a claim made against You or to recover any part of any Loss from any person responsible.
4. **If WPIL so requires You must:**
 - a. Authorise any other party to provide personal information about You in connection with Your claim to us.
 - b. Complete any claim form and return it to WPIL within any period requested.
 - c. Allow WPIL to inspect the property involved in any claim.
 - d. Provide a statutory declaration to confirm the Loss or liability claimed and submit to cross-examination under oath if WPIL so requires.
 - e. Provide any information or help as WPIL may reasonably require to support the claim.
5. If WPIL accepts a claim, WPIL is entitled to act in Your name and on Your behalf in relation to that claim at our cost. WPIL can also retain any property that WPIL have paid a claim for or dispose of it and be entitled to keep the proceeds of any sale.

WPIL is also entitled to take over any legal rights You may have in relation to the recovery under this Policy for Your Loss and is able to exercise such rights for WPIL's benefit. Any such action or exercising of legal right will be at WPIL's cost including any amount payable to You but You must agree to assist if WPIL reasonably requires it and provide any information WPIL reasonably requests.

6. Amount Payable

The maximum amount payable under this Policy shall never exceed the Sum Insured shown in the Schedule and the excess payable shall be deducted from such maximum amount payable.

What is not covered in this Contract or Insurance

Under this contract of insurance WPIL does not cover:

1. Loss or 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, willful 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, willful 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.
2. The amount of any excess shown in the Schedule which will be deducted from every claim.
3. Loss caused by any act of terrorism, which means an act including but not limited to the use of force or violence or the threat of force or violence of any person or groups of persons whether acting alone or on behalf of or in connection with any organization or government which, by its nature or context, is done for or in connection with political, religious, ideological, ethnic or similar purposes or reasons, including with the intention to influence any government or to put fear into the public or any section of the public unless and to the extent that cover for this is specifically endorsed onto this policy.
4. Loss arising from nuclear weapons, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste which results from the combustion (including self-sustaining process of nuclear fission) of nuclear fuel.
5. War, invasion, act of foreign power, war-like operations, whether war has been declared or not.
6. Civil war, rebellion, revolution, insurrection, military or usurped power.
7. Confiscation, acquisition, loss or damage by order of any government, local body or authority.
8. Strike or any other form of industrial action, on the part of your employees or of any participants in the Covered Event.

Other important information and terms

1. Disclosure

When applying for insurance, you have a general legal duty of disclosure. You must tell WPIL everything that may be relevant to WPIL's decision to issue, renew or alter this contract of insurance. All statements and representations

must be true and correct. All benefits under this Policy will be forfeited if any claim under this Policy is in any respect fraudulent.

If you are not sure whether to disclose a fact to WPIL, you should discuss the situation with WPIL.

2. Breach of Terms

No claim will be payable under this Policy if any person entitled to any benefit under the Policy breaches any of the terms and conditions set out in this contract of insurance.

3. Change of Circumstances

You must advise WPIL of any change of circumstances relevant to the Policy as soon as you are aware of the change of circumstances and any such information which may effect WPIL's decision whether or not to provide insurance to you and on what terms.

A change of circumstance includes, but is not limited to, yourself or any person entitled to a benefit under this Policy committing, being charged with or convicted of any criminal offence but not including traffic offences.

4. Governing Law

This Policy and the contract of insurance is governed by the laws of New Zealand. Any dispute in relation to the contract of insurance can only be determined by the courts of New Zealand.

5. Payment of Premium

Unless specifically agreed by WPIL in the Schedule, it is acknowledged by you that no cover shall be provided under this contract of insurance until any premium is paid by you to WPIL or an agent nominated by WPIL.

6. Other Insurance Policies

If any other insurance policy is arranged in relation to the Covered Event, then you must advise WPIL immediately and if there is any such other policy applicable, then to the amount allowed by law, WPIL will only pay out on this policy over and above the amount payable by the relevant insurance company under any other policy.

7. Notices

Any notice or disclosure to be given to WPIL by you under this policy must be given in writing to either our head office or our approved agent.

Notice by WPIL to you under this policy will be given by delivery in person or posted to the last postal address advised to WPIL by you.

8. Joint Insured Parties

If you or the insured as detailed in the Schedule is more than one individual then you are each jointly insured and any breach by one individual of those joint persons shall be taken as being a breach by all of them.

Payment under this contract of insurance to any party named in the Schedule shall constitute settlement of all of our obligations under this contract of insurance for any such claim.

9. Cancellation

WPIL can cancel this Policy by giving you 30 days notice which notice period shall start from the day we deliver or post the notice. Any unused premium, on cancellation, will be paid to you on a pro-rata basis.

Due to the nature of this Policy the contract of insurance cannot be cancelled by you once coverage is in place

10. GST

Any amount to be paid under a claim shall exclude GST only if WPIL can recover the GST amount. Otherwise and any other amount mentioned in this policy shall include GST.

Policy Definitions

The words defined below are used throughout this policy. Any other definitions are shown in the section to which they apply.

“Additional Expenses” means 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” means if an amount is provided for this 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” means, 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” means the Event described in the Schedule.

“Effective Date” means 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” means 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 Post-poned.

“Extended Expiration Date” means 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” means the necessary Interruption of an Event which is in progress.

“Lost Profit” means 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” means any individual, company or association involved with any aspect of the Event.

“Postponement” means 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.

“Policy” means this policy wording forming part of the contract of insurance between the insured and WPIL.

“Period of Insurance” means the period detailed in the Schedule and any renewal further agreed to by WPIL and for which you pay the applicable premium.

“Schedule” means is the most recent and current policy schedule including any expiry notice or insurance renewal issued to you.

“Sum Insured” means the amount shown in the Schedule as being the maximum amount payable by WPIL under this contract of insurance.

“We, us, our and/or WPIL” means Western Pacific Insurance Limited.

“You, your and/or the insured” means the insured person(s) or party named in the Schedule.

Endorsements

The following endorsements are only covered when specifically noted on the Policy Schedule

Endorsement 1.

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



1. 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 of 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 2.

It is hereby agreed and endorsed that Exclusion 3 (b) accident, sickness, disease or death, is deleted entirely.

Further excluded is any loss directly or indirectly arising out of, contributed to by, or resulting from non-appearance at an Insured Performance or Event of any Insured Person due to:

1. Air travel other than travel as a passenger by a regular airline or multi-engined charter aircraft on a regular air route, any hazardous activity, feat or performance, their unreasonable or capricious behavior, pregnancy, child birth or pre-menstrual tension or any problems relating thereto, any sexually transmitted diseases or their after effects Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named
2. In any claim and/or action, suit or proceeding to enforce a claim for loss under this policy the burden of proving that the loss results from accident, sickness, disease or death of any person or group of persons scheduled to take part in a Covered Event rests with you.

All other terms and conditions remain unchanged.

Endorsement 3.

It is hereby agreed and endorsed that exclusion 3(d) breach of contract, is deleted entirely and replaced with the following:

1. 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, which shall be understood to include but not be limited to causes arising out of force majeure, unavailability, delay or breakdown of transport.

All other terms and conditions remain unchanged.