



SHOWSTOPPERS TRADE SHOW EVENT CANCELLATION WORDING

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Section 1 – Definitions

You, Your means the Insured shown in the Declaration Page.

We, Us, Our means certain Underwriters at Lloyd's who subscribe to this Insurance.

Limit of Indemnity means the limits shown by Section on the Declaration Page.

Cancellation means Your inability to open the Event prior to its commencement.

Abandonment means Your inability to keep open the Event after its commencement.

Curtailment means Your inability to open or keep open the Event for its original published duration or size.

Rescheduling means the unavoidable postponement of the Event to another time or the unavoidable relocation of the Event to an alternative location.

Gross Revenue means Your total revenue from every source arising out of the Event including, but not limited to, income derived from exhibitor's fees, advance reservations, admissions, advertising revenue, and any income that would have been received in the absence of a loss insured by this insurance.

Expenses means the total costs and charges incurred or which would have been incurred by You in organizing, running and providing services for the Event had a loss not occurred.

Insured Financial Commitments means written financial undertakings made by You, necessary for the Event, made prior to any incident which could give rise to a claim and which are intended to be discharged by persons other than You.

Future Marketing Expense means reasonable additional promotional and marketing expenses necessarily incurred by You and agreed by Us to reduce the effect of adverse publicity on the subsequent Event.

Enforced Extended Stay means the inability for You and/or Your staff members to complete the return journey back to the home departure airport as a sole and direct result of a cause not otherwise excluded and beyond the control of You and/or Your staff members.

Event means trade show, consumer show, exhibition, fair, conference, convention, meeting, seminar, charity event, auction, gala dinner or other similar events.

Venue means the location where the Event is taking place.

Enforced Reduced Attendance means the enforced inability of Participants to travel to attend the Event solely and directly as a result of the same specific cause not otherwise excluded hereunder.

Inception Date means the date shown in the Declaration Page or the effective date of cover for any Event added by endorsement.

Deductible means the amount of each claim payable by You before We pay. However, no deductible shall apply unless declared on an attached endorsement.

Participants means exhibitors, delegates, visitors or attendees.

Principal Speaker means the person contracted to appear at the Event whose non-appearance causes the Cancellation, Abandonment, Curtailment or Rescheduling of the Event. Cover for a principal speaker is only applicable if shown in an attached endorsement

Speaker means the person contracted to appear at the Event whose participation is not the main purpose of the Event and whose non-appearance would NOT cause the Cancellation, Abandonment, Curtailment or Rescheduling of the Event.

Terrorism means an unlawful act, including but not limited to the use of force or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Threat of Terrorism means a threat confirmed by local or national governmental authorities or security services as having posed or appeared to pose a real risk of physical loss or damage or bodily injury or death to those attending the Event had it proceeded, whether or not such threat subsequently proves to have been real or hoax.

Section 2. Coverage A - Event Cancellation

Insuring Clause

Subject to all the terms, conditions, limitations and exclusions stated in this Insurance or of any attached Endorsement.

This insurance indemnifies You for Your Net Loss up to but not exceeding the Limit of Indemnity solely and directly in consequence of:

1. Cancellation, Abandonment, Curtailment or Rescheduling of the Event;
2. Non-appearance of a Principal Speaker (Cover for a principal speaker is only applicable if shown in an attached endorsement);
3. Your failure to vacate the Venue of the Event at the termination of its tenancy;
4. Enforced Reduced Attendance

all due to any unexpected cause beyond Your control and the control of the event organizer, the Participants and any of the sponsors or financial supporters of such parties and any party who performs or would perform any essential function needed for the successful fulfillment of the Event. Inadequate sales or registrations shall not constitute an unexpected cause.

Calculation of Net Loss

Our liability shall not exceed the limit of indemnity stated in the Schedule of Events for each Event and the aggregate limit of indemnity stated in the Declaration Page.

For (1) and (2) above the calculation of Net Loss shall be the greater of either:

- A. loss of incurred Expenses, less all savings of expenditure effected by You and less all Gross Revenue received and retained in excess of return of fees for attendance or space, or,
- B. loss of Gross Revenue including return of fees for attendance or space that would have been received in the absence of the covered loss (whether or not You are contractually obliged to return such fees), less both recoveries made and necessary Expenses not incurred;

For (3) above the calculation of Net Loss shall be both:

- A. Any claim for damages, costs, or compensation which may be substantiated against You by the owners or management of the Venue by reason of Your unavoidable failure to vacate the Venue at the termination of its tenancy; and
- B. Your direct and necessary additional expenses which are incurred by You due to Your unavoidable failure to vacate, and an effort to reduce loss, such direct and necessary additional expenses in excess of \$10,000 subject to written specific approval by Us.

For (4) above the calculation of Net Loss shall be:

- 1. a reduction in anticipated gate receipts, or return of pre-paid registrations; and/or
- 2. a return of fees for attendance or space whether or not You are contractually obliged to return such fees and which You can demonstrate is commercially essential and justifiable, providing such refunds are mutually agreed by Us in writing

providing the amount claimed is solely for Enforced Reduced Attendance and the aggregate of all such losses exceeds the 'Deductible'. However, no 'Deductible' shall apply unless declared on an attached endorsement.

Inadequate sales or reduction in attendance or registrations shall not constitute an unexpected cause unless meeting the requirements detailed within the above.

Additional Expense and Remedial Action

We will indemnify You for Your proven Additional Expenses necessarily incurred by You to avoid or diminish a loss under this Insurance, provided that these Additional Expenses are not greater than the loss avoided or diminished or the Limit of Indemnity for each Event.

Requisition or Confiscation of the Venue

We will indemnify You for Your Net Loss up to but not exceeding the Limit of Indemnity for each Event, following the Cancellation, Abandonment, Curtailment or Rescheduling of the Event, solely and directly in consequence of the requisition or confiscation of the Venue by local, national or Federal government authorities.

Extended Cover in addition to the Limit of Indemnity**1. Future Marketing Expense**

We will also indemnify You for Your Future Marketing Expenses following the Cancellation, Abandonment, Curtailment or Rescheduling of the Event, up to a maximum limit of USD 150,000, which is in addition to the Limit of Indemnity for each Event.

2. Automatic Coverage

We will indemnify You for Your Net Loss for all indoor Events organized by You within the United States of America and/or Canada during the period of this Insurance but only for Events which neither the total expenses nor gross revenue exceeds USD 125,000.

3. Financial Commitments

We will indemnify You for an additional 20% of the Limit of Indemnity for each Event on the policy's Schedule of Events for Insured Financial Commitments.

4. Emergency Travel Arrangements

We will indemnify You up to USD 75,000 for the return of Participants back to the Venue should the pre-arranged transportation for the Participants be cancelled for any reason beyond Your control and not otherwise excluded.

5. Enforced Extended Stay

We will indemnify You up to a maximum of USD 50,000 for Your reasonable and justifiable additional costs to cover hotel bills and other associated expenses arising as a direct result of Your enforced extended stay and/or the enforced extended stay of Your staff members.

Exclusions

1. This insurance does not cover losses arising directly or indirectly as a result of any one or more of the following events:
 - a) Financial failure of any venture;
 - b) Financial default, insolvency, or the failure to pay, or commit to pay of any person, firm, corporation, whether a party of this insurance or otherwise;
 - c) Government Shutdown that is ordered by any Federal, State, County, City or local Government, regardless of the duration of the Government shutdown;
 - d) The withdrawal of funding (whether full or partial) for any reason by Federal, State, County, City or local Government including, but not limited to, closure, suspension or unavailability of Government operations or sites, or restrictions imposed on Government employees;
 - e) Lack of or inadequate receipts, sales, or profits of any venture;
 - f) Variations in the rate of exchange or stability of any currency;
 - g) Lack of or inadequate response or support by sponsors, financial supporters or exhibitors;
 - h) Lack of or inadequate attendance by delegates, the public or trade visitors.

2. This Insurance does not cover losses arising directly or indirectly as a result of:
- a) Your failure to:
 - i) have all necessary preliminary arrangements essential to ensure that a satisfactory Event could be held on the scheduled date. Preliminary arrangements shall be deemed to be such other arrangements as a prudent organizer would have made bearing in mind the Venue, size, and type of Event and the period of time before the opening date;
 - ii) ensure all necessary licenses, visas, permits and authorisations are current for the period of this Insurance and that all contractual arrangements have been confirmed in writing;
 - iii) observe and comply with all the laws, ordinances and regulations, whether Federal, State or local;
 - b) circumstances existing or threatened at inception that were known to You prior to the Inception Date as being circumstances that could possibly result in a loss, unless You have advised Us of the fact in writing and We have accepted the particular risk by endorsement attached hereto and any additional premium required has been paid by You;
 - c) adverse weather in respects to any Event taking place outdoors, unless covered by Section 5 – Coverage D or; declared to and agreed by Us and coverage endorsed on to this Insurance;
 - d) any Event taking place in the open or under canvas or in a temporary structure unless covered by Section 5 – Coverage D or; declared to and agreed to by Us and coverage endorsed on to this Insurance;
 - e) teleconferencing or similar picture or data image communication links, or from any part of said Event, unless covered by Section 6 – Coverage E or; declared to and agreed by Us and coverage endorsed on to this Insurance;
 - f) non-appearance of any Principal Speaker, except where coverage for non-appearance of a Principal Speaker is endorsed on to this insurance;
 - g) any known pre-existing, physical, psychological or medical condition of the Principal Speaker or Speaker unless otherwise agreed in writing by Us and coverage endorsed on to this Insurance;
 - h) Expenses and Gross Revenue which have not been declared to and agreed by Us;
 - i) a reduction in attendance unless specifically covered by Enforced Reduced Attendance.
 - j) disinclination to travel to, attend or proceed with the Event by You, a Principal Speaker, a Speaker, Participants, event organizer(s), the sponsor(s), or financial supporter(s) of such parties;

- k)
 - i) any work being carried out by builders or contractors which renders the Venue unusable in whole or in part, unless such work is unknown to You at the Inception Date;
 - ii) the inability of the owners, managers or operators of the Venue to obtain all necessary licenses, visas, permits and approvals necessary to allow for the Event to use the Venue, following the work referred to k(i), unless the work is unknown to You at the Inception Date;
- l) National Mourning, declared or otherwise, unless;
 - i) a Declared state of National Mourning occurs following the death of the President of the United States and
 - ii) such Declared state of National Mourning first occurs within seven days from the published start date of said Event, or during the published opening dates of said Event.

Section 3. Coverage B - Property

Subject to all the terms, conditions, limitations and exclusions stated in this Insurance or of any attached Endorsement.

Insuring Clause

This insurance shall indemnify You for all risks of direct physical loss or damage to property covered occurring during the period of the insurance and subject to the applicable Limit of Indemnity.

Property Covered

All personal property owned, leased or rented by You while in transit directly to or from the Event or while in use in connection with the Event.

Property Not Covered

The following property is not covered:

- 1 Property sold, leased, rented or loaned by You to others after said property leaves Your care, custody, ownership or control;
- 2 Vehicles licensed for use on the highway unless operated within the confines of the Venue and the subject of or intended for display, exhibition or demonstration at the Event;
- 3 Money (which, for this section only means cash, bank notes, checks and other negotiable instruments, securities for money and stamps), jewelry, precious stones, and furs, unless such items are the subject intended for display, exhibition or demonstration at the Event.

Coverage B Exclusions

This insurance does not cover loss or damage caused by or arising from:

- 1. Vermin, insects, inherent vice, latent defect, wear, tear or gradual deterioration, but this exclusion shall not apply to loss or damage caused by sprinkler leakage;
- 2. Dishonesty by You, or Your employees or others to whom the property may be entrusted or delivered, but this exclusion shall not apply to loss or damage while the property is in the custody of common carriers;

3. Inventory or stocktaking, shortage or unexplained disappearance or discrepancy;
4. Processing, renovating, or repairing of property covered or faulty workmanship thereon, but if fire or explosion ensues causing loss or damage to property covered, this exclusion shall not apply;
5. Electrical or mechanical derangement or breakdown of property covered, but if fire or explosion ensues this exclusion shall not apply to direct loss or damage caused by such fire or explosion to property covered other than the property that has the electrical or mechanical derangement or breakdown;
6. Loss of use or consequential loss.

Section 4. Coverage C - Money

Insuring Clause

This insurance will indemnify You for all risks of direct physical loss of money at the Venue or while directly en route to a bank in the vicinity occurring during the period of this Insurance and subject to the applicable Limit of Indemnity.

Money means, for this section only, receipts paid in cash, bank notes, checks and other negotiable instruments at the Event Venue for registration, or tickets for events directly associated with the Event.

Coverage C Exclusions

This insurance does not cover:

- 1) any loss when the registration desk or place where money is received is closed for business or temporarily unattended unless the money is in a locked safe and all safe keys have been removed;
- 2) all claims not advised to Us within seven (7) working days of the date of loss;
- 3) theft or dishonesty by any employee or any other person acting on Your behalf;
- 4) any loss when outside the Venue unless the money is accompanied by two able bodied persons;
- 5) any loss or damage caused by clerical or accounting error or omission or computer error or malfunction;
- 6) any loss or damage due to forgery, deception or fraud.

Section 5. Coverage D - Golf /Sporting Events Cancellation and Hole-In-One

Subject to all the terms, conditions, limitations and exclusions stated in this Insurance or of any attached Endorsement.

Golf Event Cancellation - Insuring Clause

This insurance indemnifies You for Your Net Loss up to but not exceeding USD 100,000, solely and directly in consequence of the Cancellation of the Golf Event due to Adverse Weather which is beyond Your control and the control of the Golf Event organizer, the Participants and any of the sponsors or financial supporters of such parties and any party who performs or would perform any essential function needed for the successful fulfilment of the Golf Event.

Golf Event means a golf tournament, which is being held by You as part of the Event.

Adverse Weather for Golf Events means a minimum of two (2) inches of rain at the golf course where the Golf Event is scheduled to take place, within twenty-four (24) hours of the start of the Golf Event, as verified by the nearest weather station and results in the closure of the golf course on the day of the Golf Event.

Calculation of Net Loss

Net Loss shall be the greater of either:

- (1) the loss of incurred expenses in organizing and running the Golf Event less all savings of expenditure effected by You and the less all Gross Revenue received and retained by You in respect of the Golf Tournament; or
- (2) loss of Gross Revenue in respect of Golf Event less all savings of expenditure effected by You and the less all Gross Revenue received and retained by You in respect of the Golf Tournament.

Conditions

It is a condition that the Golf Event Cancellation Coverage will cease once the first ball is struck.

Sporting Event Cancellation - Insuring Clause

This insurance indemnifies You for Your Net Loss up to but not exceeding USD 100,000, solely and directly in consequence of the Cancellation of the Sporting Event due to Adverse Weather which is beyond Your control and the control of the Sporting Event organizer, the Participants and any of the sponsors or financial supporters of such parties and any party who performs or would perform any essential function needed for the successful fulfillment of the Sporting Event.

Sporting Event means outdoor athletic or recreation event(s), which is being held by You as part of the Event.

Adverse Weather for Sporting Event(s) means extreme weather conditions which

- a) occur on the day(s) of the Sporting Event and which are deemed by the event organizer to pose a serious threat to the safety of those attending the Sporting Event;
and/or
- b) occur during the Policy Period and which result in conditions which the Local Authority consider to pose a serious threat to the safety of those attending the Sporting Event;
and/or
- c) occur during the Policy Period and which prevent You or event organizer from undertaking the necessary set up to enable the Sporting Event to proceed due to:
 - (i) concern for the safety of those responsible for the necessary set up, or
 - (ii) reasons for physical impossibility

Calculation of Net Loss

Net Loss shall be the greater of either:

- (1) the loss of incurred expenses in organizing and running the Sporting Event less all savings of expenditure effected by You and the less all Gross Revenue received and retained by You in respect of the Sporting Event; or

- (2) loss of Gross Revenue in respect of the Sporting Event less all savings of expenditure effected by You and the less all Gross Revenue received and retained by You in respect of the Sporting Event.

Golf Hole-In-One - Insuring Clause

This insurance indemnifies You for Your assumed liability to award the first Participant a prize up to the value of USD 50,000 should they obtain a hole-in-one at any par three hole where You are offering a prize, at the Golf Event.

Conditions

It is a condition of the Golf Hole In One Coverage that:

1. there are a maximum of two hundred (200) attempts in all across all eligible par three holes, where You are offering a prize, being no more than one (1) attempt per Participant per hole.
2. no practice attempts are allowed by any Participant on any eligible par three (3) hole, where the contest will take place on the day of the Golf Event and where you are offering a prize.
3. no part of any of the eligible par 3 Hole(s) shall be specifically constructed, prepared or altered and no new pin placements can be created outside of where they are normally constructed, in order to facilitate a hole in one.
4. all equipment must conform to P.G.A and / or U.S.G.A specifications as applied to professionals and amateurs respectively.
5. any Participant claiming a prize shall have their card signed by their opponents and the club professional.
6. no par 3 hole, where You are offering a prize, shall be less than 185 yards in length.
7. only attempts made by amateurs are covered under this Insurance.
8. Coverage is for a maximum of one round of golf per Golf Event.

Section 6. Coverage E - Transmission Interruption

Subject to all the terms, conditions, limitations and exclusions stated in this Insurance or of any attached Endorsement.

Transmission Interruption - Insuring Clause

This Insurance is to indemnify You for Your Loss should You be prevented from providing the Transmission solely and directly as a result of the failure or malfunction of any Necessary Facilities during the period of the Insured Event provided that:

- (1.1.1) successful testing has been completed;
- (1.1.2) all critical equipment has at least one back-up immediately available; and
- (1.1.3) the Waiting Period has been exceeded.

This insurance indemnifies You for Your Net Loss up to but not exceeding a limit of USD 100,000.

Transmission means the scheduled Video Broadcast, Webinar, Webcast or Internet data stream broadcast including any video conferencing that is due to take place during the period of the Insured Event.

Necessary Facilities means the Internet services, computer equipment, communication links, power supply and equipment necessary for the proper fulfillment of the Transmission.

Waiting Period: the transmission interruption or malfunction must be for a continuous period exceeding 15 minutes, before a claim may be made under this Insurance.

Calculation of Net Loss

The calculation of Net loss shall be the greater of either:

Expenses incurred in setting-up, organizing and operating the Transmission less all savings of expenditure effected by You and the less all Gross Revenue received and retained by You in respect of the Transmission; or

Pre-contracted Gross Revenue for registration and access to the Transmission that would have been received in the absence of the covered loss (whether or not You are contractually obliged to return such fees), less both recoveries made and necessary Expenses not incurred;

Condition Precedent

It is a condition precedent that:

- 1) You shall ensure that everything necessary for the proper fulfillment of the Transmission is in place and successfully tested in a prudent period of time before the Transmission is scheduled to begin;
- 2) The same or similar Transmission has been held before at this location, without any broadcast interruptions on at least one other occasion;
- 3) Such Transmission is being operated by a professionally qualified company who have the required knowledge and experience in setting-up testing and producing transmission broadcasts for the type and scale being used for the Event.

Section 7. Coverage F – Non-Appearance of a Speaker

Subject to all the terms, conditions, limitations and exclusions stated in this Insurance or of any attached Endorsement.

Non-Appearance of a Speaker - Insuring Clause

This insurance indemnifies You for Your Net Loss up to but not exceeding USD 50,000, during the period of this Insurance in respect of the non-appearance of a Speaker at the Event.

The following perils are covered in respect to non-appearance of the Speaker at the Event:

1. Death.
2. Accident or illness which, in the opinion of any independent medical practitioner approved by Us, entirely prevents the Speaker from appearing or continuing to appear in any Event.
3. Unavoidable travel delay as a result of travel arrangements being irrevocably altered, resulting in the inability of the Speaker to be at the arranged Venue(s) or the Event provided always that such travel arrangements shall have been made so as to provide adequate time for arrival prior to the Event.

Calculation of Net Loss

This insurance indemnifies You for Your necessary refunds to attendees and/or the non-refundable expenses incurred solely arising out of the non-appearance of the Speaker at the Event up to but not exceeding USD 50,000 in all during the period of this Insurance.

Conditions

It is a condition that the Speaker is in good health at the inception of this policy and has been so for a continuous period of 30 days prior thereto.

Section 8. General Exclusions

This insurance excludes any loss, damage, cost or expense directly or indirectly arising out of contributed to by or resulting from:

1. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or nationalization, or destruction of or damage to property by or under the order of any government or public or local authority.
2. actual or threatened nuclear reaction, nuclear radiation, or radioactive contamination however such nuclear reaction, nuclear radiation, or radioactive contamination, or threat of the same may have been caused. Nevertheless, if a fire arises directly from nuclear reaction, nuclear radiation, or radioactive contamination any loss or damage arising from that fire shall (subject to the provisions of the insurance) be covered, excluding, however, all loss or damage caused by actual or threatened nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.
3. Terrorism, or Threat of Terrorism, or fear of Terrorism (whether actual or perceived) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
4. any action taken in controlling, preventing, suppressing or in any way relating to Terrorism, or threat of Terrorism, or fear of Terrorism thereof. If We allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Insurance, the burden of proving the contrary shall be upon You.
5. 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.
6. seizure or destruction under quarantine or Customs regulations, nationalization or destruction of or damage to property, by or under the order of any government or public or local authority, or the handling of contraband or the engaging in illicit trade or transportation.
7. seepage and/or pollution and/or contamination.
8. any infectious or communicable disease in humans which leads to:
 - (i) any imposition of quarantine or restriction in movement of people by any government authority or national or international body or agency of any government; or
 - (ii) any travel advisory or warning being issued by any government authority or national or international body or agency of any government;
 - (iii) Swine Flu A (H1N1) or any mutant variation thereof;

- (iv) any threat or fear of any infectious or communicable disease in humans (which for the avoidance of doubt includes Swine Flu A (H1N1 or any mutation or variation thereof), whether actual or perceived.

If We allege that by reason of this exclusion, any loss is not covered by this insurance the burden of proving the contrary shall be upon You.

Section 9. General Conditions and Warranties

1. Any fraud, misstatement or concealment in the application attached hereto, or in the making of a claim or otherwise howsoever, shall render this insurance void and all claims hereunder shall be forfeited.
2. You shall at all times do and agree to do all things reasonably practicable to avoid or diminish any loss under this Insurance.
3. The due observance and fulfillment of the terms and conditions of this Insurance insofar as they relate to anything to be done or complied with by You, and the truth of the statements and answers in the application, shall be conditions precedent to Our liability to make any payment under this Insurance.
4. No suit shall be brought upon this policy unless You have complied with all the provisions of this policy and had commenced suit within one year after the loss occurs.
5. We reserve the right to pursue an action for recovery from any party, whether before or after payment of a loss, at Our sole discretion and in Your name or otherwise. In the event of any payment under this insurance, We shall be subrogated to the extent of such payment to all rights of recovery, and You shall execute all papers required and shall do everything that may be necessary to secure such rights.
6. In the event of loss or damage to property covered under this insurance, We shall have the option to take all or any part of said property at the agreed appraised value, in which case You shall take all steps necessary to transfer title to, and perfect title in, Us upon payment to You.
7. If at any time of any loss or damage which is the subject of a claim under this insurance there shall be in existence any other policy of insurance affected by or on Your behalf covering such loss or damage or any part of it, this insurance shall be excess of such other insurance.
8. You shall keep an accurate record containing all relevant information and particulars of the Event to determine loss or damage or premium adjustment and will at any time allow Us or Our representative to inspect or audit such records.
9. This insurance may not be assigned in whole or in part without Our written consent.
10. The premium paid on this Insurance is deemed not to be an expense in assessment of any claim hereunder.
11. This Service of Suit Clause will not read to conflict with nor override Your or Our obligations to arbitrate their disputes in accordance with the arbitration provisions of this policy.

It is agreed that in the event We fail to pay any amount claimed to be due hereunder, at Your request, We will submit to the jurisdiction of a Court of competent jurisdiction within the United States.

Nothing in this clause constitutes or should be understood to constitute a waiver of Our rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or any State in the United States.

It is further agreed that services of process in such suit may be made upon Mendes and Mount, 750 Seventh Avenue, New York, New York 10019 and that in any suit instituted against any one of them upon this Insurance, We will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

Mendes and Mount is authorized and directed to accept service on Our behalf in any such suit and/or upon Your request to give a written undertaking to You that they will enter a general appearance upon Our behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, We hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any law process in any action, suit or proceeding instituted by You or on Your behalf or any beneficiary hereunder arising out of this Insurance, and hereby designate Mendes and Mount as the firm to whom the said officer is authorized to mail such process or a true copy thereof.

12. If there are differences arising out of this Insurance and it is agreed by You and by Us to arbitrate the differences, all differences arising out of this Insurance shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties within 30 days after having been required in writing to do so by either of the parties. The two Arbitrators shall appoint an Umpire who shall sit with the Arbitrators and preside at their meetings.

If the Arbitrators do not agree within 60 days of their appointment then the Umpire shall make the award within 60 days.

If the parties agree on an Arbitrator the cost will be split equally between the parties. If the parties cannot agree on a single Arbitrator then each party will be responsible for the cost of the Arbitrator they have selected and will split equally the cost of the Umpire.

13. Your Limit of Indemnity for loss or damage under such coverage is the applicable limit set forth in the Declaration Page.
14. You shall maintain insurance adequate to cover the full value of a total loss of all insured items without allowance for any recoveries or waivers.
15. Any time prior to commencement of the Event You can apply in writing for increased indemnity limits based upon revised financial estimates of expenditures, commitments or income provided that no circumstances which may give rise to a claim have arisen.
16. If the actual total loss value is of greater value than 120% of the Limit of Indemnity insured herein, We shall not be liable for a greater proportion of any loss covered hereunder than the Limit of Indemnity for the insured item bears to the total loss value of the insured items.
17. This insurance cannot be cancelled by either Us or by You except for non-payment of premium in which event We may cancel this insurance upon ten (10) days written notice to You at the last mailing address known by to Us or their agents.

18. Terms of this policy which are in conflict with the statutes of the state wherein this insurance is issued are hereby amended to conform to such statutes.
19. The premium is fully earned at the inception date of this insurance and must be received by Aon Association Services a division of Affinity Insurance Services, Inc., at the time You bind or order coverage.
20. If this insurance is revised to provide additional coverage without additional premium charge, this insurance will automatically provide the same additional coverage as of the day the coverage revision becomes effective.

If this insurance is revised to provide additional coverage for which additional premium is charged, then at Your discretion, the current insurance can be liberalized for said additional charge.
21. We shall not be deemed to provide coverage and We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Section 10 – Claims Procedure

It is a condition precedent to Our liability that in the event of any happening or circumstance which could give rise to a claim under this policy, You shall;

- a. report any loss or damage or any circumstance that could result in a claim as a matter of urgency by the most expeditious means to Aon Association Services a division of Affinity Insurance Services, Inc. at 1-800-424-8830 and subsequently confirmed in writing to 1120 20th Street NW, Washington, D.C. 20036. You shall have the burden of proving Your loss under the insurance. You agree at all times to provide, without expense to Us, all proofs, certificates, evidence, information or assistance which we may reasonably require. In the event of loss or damage by theft or dishonesty, immediate notice must also be given by You to the police or other relevant authorities.
- b. Every letter, pleading, or other document in connection with any claim against You must be sent immediately to Us who reserve the right to take over and conduct the defence or settlement of any claim.

You shall, as often as may be reasonably required, submit to examination under oath on all matters connected with a claim, by any person named by Us at such reasonable time and place as may be designated by Us or Our representatives.

So far as is in Our power You shall cause Your employees and all other persons interested in the Event, to comply with the foregoing.

No such examination under oath or examination of books or documents, nor any other of Our acts or that of Our representatives in connection with any investigation hereunder, shall be deemed a waiver of any defence which We might otherwise have. All such examinations and acts shall be deemed to have been made or done without prejudice to Our liability.

As soon as is practicable, You will render a signed and sworn Proof of Loss to Us or Our representative to substantiate the occurrence, nature, cause and amount of loss claimed under this Insurance.

It is understood and agreed that in any claim and/or action, suit or proceeding to enforce a claim for a loss hereunder, the burden of proving the loss shall fall upon You.

We reserve the right, if we so wish, to:

- i. take such steps as they deem necessary to prevent, mitigate or minimize a loss.
- ii. take over and conduct the defence or settlement of claims made against You that are covered by this Insurance.
- iii. pursue all rights or remedies available to You whether or not payment has been made hereunder.
- iv. require independent medical examination of the Principal Speaker or Speaker who gives rise to a claim hereunder. Cover for a principal speaker is only applicable if shown in an attached endorsement.