

Arena Cancellation of Events Policy



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Cancellation of Events Policy

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Important Information

This Policy is a legal contract between you and us. You have paid, or agreed to pay, us the Premium and we provide the cover specified in this Policy and as set out in your Schedule.

The terms, conditions and provisions of the insurance we offer you are set out in this Policy. It is important that you:

- read all of the Policy before you buy it to make sure that it gives you the protection you need
- are aware of the limits on the cover provided and the amounts we will pay you (including any Excess that applies)
- are aware of the definitions in your Policy. You will find definitions throughout your Policy.

You must comply with all provisions of this Policy, otherwise we may be entitled to refuse to pay a claim or reduce the amount you are entitled to receive.

The Policy is in force for the Period of Insurance set out in your Schedule or until cancelled.

For the limits on the cover provided:

- some of these will be stated in the Policy itself (these are our standard policy limits); and
- the remainder will be stated in your Schedule.

In some circumstances the terms and conditions of this Policy may be amended by endorsement. If your Policy is endorsed you will receive notification of the endorsement.

In issuing this Policy to you, we have relied upon the proposal form you have already completed.

About Calliden

Calliden Insurance Limited (Calliden)
ABN 47 004 125 268, AFS Licence No. 234438 is the insurer of this Policy. Calliden specialises in manufacturing general insurance products for individuals, the SME sector and groups across metro and regional Australia. To find out more about us, visit www.calliden.com.au.

Level 7, 100 Arthur Street
North Sydney NSW 2065
Phone: 02 9551 1111
Fax: 02 9551 1155

About Arena

Arena Underwriting Pty Ltd (ABN 26 125 869 481, AFSL 317617) (Arena) arranges policies for and on behalf of Calliden.

Arena acts under a binding authority given to it by the insurer to administer and issue policies, alterations and renewals. In all aspects of this Policy Arena acts as an agent for the insurer and not for you.

If you have any queries in relation to your Policy, you can contact Arena in any of the following ways:

Phone: 02 4952 4477

Fax: 02 4915 5376

Postal address: Suite 8, 12 Alma Road,
New Lambton NSW 2305

E-mail: info@arenaunderwriting.com.au

Your Duty of Disclosure

This Policy is subject to the Insurance Contracts Act 1984. Under that Act you have a Duty of Disclosure.

Before you take out insurance with us, you have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway.

You have the same duty to inform us of those matters before you renew, extend, vary, or reinstate your contract of insurance.

Your duty however does not require disclosure of matters that:

- reduce the risk
- are common knowledge
- we know or, in the ordinary course of our business, ought to know, or
- we have indicated we do not want to know.

If you do not comply with your duty of disclosure, we may be entitled to:

- reduce our liability for any claim
- cancel the contract
- refuse to pay the claim
- avoid the contract from its beginning, if your nondisclosure was fraudulent.

Important Information (cont'd)

Taxation Information

The amount of cover available under this Policy excludes Goods and Services Tax (GST).

If you are not registered for GST, in the event of a claim we will reimburse you the GST component in addition to the amount that we pay.

The amount that we are liable to pay under this Policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

If you are entitled to an input tax credit for the Premium you must inform us of the extent of that entitlement at or before the time you make a claim under this Policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the Premium.

If you are liable to pay an Excess under this Policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to claim on payment of the Excess.

If you are unsure about the taxation implications of this Policy, you should seek advice from your accountant or tax professional.

Privacy

Calliden respects your privacy and operates at all times in accordance with its privacy policy. This privacy notification provides a summary of how Calliden treats your privacy, and it is recommended that you read the policy in conjunction with this notice.

Calliden collects personal information to assess your request for insurance, to administer your policy, provide other insurance services as requested by you, and also to notify you about other Calliden services or promotions from time to time. At the time of collecting your information we will inform you of the purpose for the collection and the consequences if you choose not to provide the information.

In order to provide its insurance services Calliden may need to share your information with third parties including your agent or broker and Calliden's reinsurers and claims providers (for a full list see Calliden's privacy policy).

In accordance with Calliden's privacy policy you may

obtain access at any time to information that Calliden or its service providers hold on you. If you would like to contact Calliden about privacy, or would like to obtain a copy of the privacy policy you may do so through one of the following means:

- obtain the privacy policy online at www.calliden.com.au
- by phone 02 9551 1111
- by email to privacy@calliden.com.au
- by letter to Privacy Officer, PO Box 348, Milsons Point NSW 1565

General Insurance Code of Practice

Calliden is a signatory to the General Insurance Code of Practice. The Code aims to raise standards of service between insurers and their customers.

For any information about the Code, including a copy of the Code, contact Calliden (see contact details above) or Financial Ombudsman Service on 1300 78 08 08 or visit www.codeofpractice.com.au

Dispute Resolution Process

How you can resolve a complaint you have with us

If you would like to make a complaint, we will do everything we can to try to resolve it as quickly and fairly as possible. The following paragraphs provide details on how you can lodge your complaint and how Calliden will try to resolve it.

You may contact us at any time if you are dissatisfied with any matter relating to your insurance with Calliden, including:

- our decision on your claim;
- our handling of your claim;
- the service of our representatives, assessors, loss adjusters or investigators; and
- your insurance policy.

Contact Us

- If you have a complaint regarding your claim, please contact your claims consultant.
- If you have a complaint regarding your insurance policy, please contact us on 02 9551 1111 and we will try to resolve your complaint straight away.
- You can write to us at:
 - Fax: 02 9551 1155
 - Address: PO Box 348, Milsons Point NSW 1565

Important Information (cont'd)

How We Resolve Complaints

- We will address all complaints, except where specific circumstances apply, in accordance with Calliden's Complaints Handling Process. This process is compliant with the Insurance Council of Australia's Code of Practice. Both the Code of Practice and our Complaints Brochure, which contains a guide to our process, are available upon request.
- We will handle all complaints without cost to you.
- A complaints consultant will be assigned to the management of your complaint and will
- acknowledge your complaint within 2 business days of receipt. If further information is required to
- consider the complaint, it will be requested at this time.
- The complaints consultant will aim to resolve your complaint within a further 13 business days.
- In certain circumstances a longer period may be required, and we will request a later response date.
- The outcome of the complaint will be advised to you in writing, stating our reasons and any corrective action that will be undertaken.

If Your Complaint is Still Unresolved

If we cannot resolve your complaint within 15 business days or you are not happy with our response to your complaint, you can seek an external review via our external dispute resolution scheme, administered by the Financial Ombudsman Service (FOS).

This national scheme is for consumers, free of charge and is aimed at resolving disputes between insureds and their insurance companies.

For more information call 1300 78 08 08 or visit www.fos.org.au

If the FOS is unable to address your complaint then Calliden may be able to provide you with details of an alternative external dispute resolution service.

Definitions

Words with special meanings will be seen throughout **Your Policy** in bold lettering. Please refer to the following definitions for the meaning **We** give these words.

Abandonment or Abandoned means the necessary and unavoidable inability to complete part or all of the **Insured Event(s)** once commenced as a sole and direct result of an event occurring during the **Period of Insurance** which is entirely beyond the control of **You, Your Employees** or **Agents**, the event organiser, sponsor(s) or financial supporter(s).

Act of Terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- i. involves violence against one or more persons;
- ii. involves damage to property;

- iii. endangers life other than that of the person committing the action;
- iv. creates a risk to health or safety of the public or a section of the public; or
- v. is designed to interfere with or to disrupt an electronic system.

Additional Expenses means the reasonable and necessary additional **Expenses** incurred to avoid or minimise a loss under **Your Policy** provided that such **Expenses** do not exceed the amount of loss thereby avoided or reduced.

Adverse Weather means flood, bushfire, snow, cyclone, hail, severe electrical storm, earthquake or fog occurring at or near the **Venue(s)** that causes major disruption to travel services (ie rail, plane, road or bus).

Cancellation or Cancelled means the necessary and unavoidable inability to proceed with any of the **Insured Event(s)** as a sole and direct result of an event occurring during the **Period of Insurance** which is entirely beyond the control of **You, Your Employees** or **Agents**, the event organiser, sponsor(s) or financial supporter.

Definitions (cont'd)

Electronic Data means facts, concepts, and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electrically controlled equipment and includes programmes, software and other coded instructions for such equipment

Essential Equipment means the material required by **You** to participate in or host the **Insured Event(s)** including exhibits, displays, stands, stock and samples.

Expenses means the costs and charges incurred by **You** in connection with the **Insured Event(s)**, including but not limited to deposits and other charges paid (or contracted to be paid) by **You** for transport, catering services, property and equipment rentals, hall and location rentals, accommodations (including travel arrangements).

Excess means the amount set out in the **Schedule**.

Failure to Vacate means **You** are legally obligated to a third party for failing to vacate the **Venue(s)** by the **Termination Date** as a sole and direct result of an occurrence happening during the **Insured Event(s)** which is entirely beyond the control of **You, Your Employees or Agents**, the event organiser, sponsor(s) or financial supporter(s).

Gross Revenue means all monies paid or payable to **You** from every source arising out of the **Insured Event(s)**.

Inability to Proceed means the necessary and unavoidable inability for **You** to open **your** space in an **Insured Event(s)** due to either a late or non-arrival of **Your Essential Equipment** or physical loss or damage to **Your Essential Equipment** while at or in transit to the **Venue** (provided that such damage renders **Your Essential Equipment** unsuitable for its intended purpose).

Insured Event(s) means the event as described in the **Schedule** during the dates shown in the **Schedule** (which includes time allowed for installation, dismantling and removal).

Irrecoverable Expenses means **Your** verified **Expenses** less any **Gross Revenue** or any savings that **You** are able to make.

Limit of Liability means the amount stated in the **Schedule**.

Period of Insurance means the commencement date of **Your Policy** to the published closing date of the **Insured Event(s)**.

Policy means this policy document, the **Schedule** and any endorsements added by way of separate schedule(s) or otherwise.

Postponement or Postponed means the necessary and unavoidable deferment of part or all of the **Insured Event(s)** to another time as a sole and direct result of an event occurring during the **Period of Insurance** which is entirely beyond the control of **You, Your Employees or Agents**, the event organiser, sponsor(s) or financial supporter(s).

Premium means the amount stated in the **Schedule**.

Restricted means the necessary and unavoidable closing of part of or all of an **Insured Event** earlier than the published closing date as a sole and direct result of an event occurring during the **Period of Insurance** which is entirely beyond the control of **You, Your Employees or Agents**, the event organiser, sponsor(s) or financial supporter(s).

Relocation or Relocated means the necessary and unavoidable removal of the **Insured Event(s)** to another **Venue(s)** as a sole and direct result of an event occurring during the **Period of Insurance** which is entirely beyond the control of **You, Your Employees or Agents**, the event organiser, sponsor(s) or financial supporter(s).

Schedule means the certificate issued by **Us** which forms part of **Your Policy**

Sum Insured means the total of **Your** costs of the **Insured Event** declared by **You** in the proposal form and is stated in the **Schedule**.

Termination Date means the date agreed between **You** and the owner or manager of the **Venue** by which time **You** (together with **Your Employees or Agents**) are to vacate the **Venue**.

Venue(s) means the location of the **Insured Event(s)** as described in the **Schedule** within which the principal activities of the **Insured Event(s)** are to take place.

We, Us or Our means Calliden Insurance Limited (Calliden) (ABN 47 004 125 268, AFSL No 234438).

You or Your means the insured person or entity named in **Your Policy Schedule**. If more than one person or entity is named as the Insured, **We** will treat a statement, act, omission or claim of any one of those persons or entities as a statement, act, omission or claim by all those persons or entities.

Your Employees or Agents means **You, Your** directors, officers, employees or staff (including but not limited to persons working for **You** whether under a contract or otherwise).

Section 1 – Event Insuring Clause – What We Cover

- 1.1 If an **Insured Event** is **Postponed, Abandoned, Cancelled, Restricted, Relocated**, then subject to the terms and conditions of **Your Policy, We** will reimburse **You** up to the **Sum Insured** for any **Irrecoverable Expenses**, and any **Additional Expenses**.
- 1.2 If **You** have an **Inability to Proceed** with an **Insured Event**, then subject to the terms and conditions of **Your Policy, We** will reimburse **You**, up to the **Sum Insured** for any **Irrecoverable Expenses**, and any **Additional Expenses**.
- 1.3 If you have a liability to a third party as a result of a **Failure to Vacate** then subject to the terms and conditions of **Your Policy, We** will indemnify **You** up to the **Sum Insured** for that legal liability.

Section 2 – Period of Insurance

- 2.1 This **Policy** applies only to losses that occur during the **Period of Insurance**.

Section 3 – Limit of Liability

- 3.1 **We** will indemnify you up to the **Sum Insured** for any **Irrecoverable Expenses**, and any **Additional Expenses**.

Section 4 – Excess

- 4.1 An **excess** is payable for each and every **Claim** made under this **Policy**.
- 4.2 The amount of **Your excess** is shown on the **Schedule**.

Section 5 – Exclusions – What is Not Covered

We do not cover losses directly or indirectly arising out of, contributed to by or resulting from:

- 5.1 an **Act of Terrorism**;
- 5.2 damage to **Your** exhibit if the exhibit includes fireworks, ammunition, fuses, cartridges, power, nitro-glycerine and or any substance intended for use as an explosive, gases and or air under pressure in containers OTHER THAN gases stored in regulated/approved storage containers up to 100 kilograms in net weight and aerosol products manufactured and intended for domestic commercial and industrial use;
- 5.3 the following causes, regardless of any other contributing cause or event whenever it may occur:
 - a) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **Electronic Data**;
 - b) error in creating, amending, entering, deleting or using **Electronic Data**;
 - c) total or partial inability or failure to receive, send, access or use **Electronic Data** for any time or at all; or
 - d) any business interruption losses resulting therefrom.
- 5.4 any loss or damage of whatsoever kind arising directly or indirectly out of jewellery, precious stones, precious metals, bullion, furs, works of art, antiques, curiosity where the value of all items exceeds \$100,000.
- 5.5 fraud or breach of contract by **You, Your Employees or Agents** or any event organiser;
- 5.6 gross negligence or intentional acts carried out by **You, Your Employees or Agents** or any event manager;
- 5.7 circumstances that were known to **You** before the **Period of Insurance**, but not disclosed to **Us**.
- 5.8 financial difficulties, financial collapse, arrears, insolvency, bankruptcy, liquidation, winding up, receivership, agreements reached with creditors or the withdrawal of any necessary finance;
- 5.9 fluctuations in prices, taxes or interest rates or currency instabilities;
- 5.10 war, invasion, acts of foreign enemies, hostilities, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, assassination threats;
- 5.11 violations of administration or legal regulations or of decrees of public authorities;
- 5.12 nuclear weapon, ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste;
- 5.13 malicious acts which include:
 - a) intentional acts of force or violence that are committed, threatened or feared to be committed by any person(s), group of persons, organisation or criminal association against the life, health or property of those attending the event, of the organisation of the event including all persons and companies involved in its organisation, including the actors, as well as the owner(s) of the venue;
 - b) an intentional interruption of the transport infrastructure because of acts of violence committed, threatened or feared to be committed by any person(s), group of persons, organisation or criminal association against the life, health or property of the users or operators of the transport infrastructure; and
 - c) an intentional interruption of the transport infrastructure because of acts of violence committed, threatened or feared to be committed by any person(s), group of persons, organisation or criminal association, including also demonstrations or blockades which may prevent access to the event;
- 5.14 financial losses from the staging of the **Insured Event(s)**, including as a result of the level of public interest, the level of **Gross Revenue**, and/or the level of financial support by sponsors or other involved parties;
- 5.15 any communicable disease which leads to:
 - i. the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency; and/or
 - ii. any travel advisory or warning being issued by a national or international body or agencyand in respect of (i) or (ii) any fear or threat thereof (whether actual or perceived).

Section 5 – Exclusions – What is Not Covered (cont'd)

- 5.16 any claim or claims in respect of loss or damage, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity;
- 5.17 changes in **Your** circumstances, insofar as such changes affect the number or locations of the **Insured Events** unless **You** have obtained **Our** written consent;
- 5.18 the **Venue** not being fit for use because construction work on or in the building has not been completed or has not been completed on time; UNLESS **You** did not or could not know about such construction work at the time the **Policy** commenced;
- 5.19 Non-appearance of any person or presenter;
- 5.20 any liability that **You** owe to a third party as a result of a **Failure to Vacate** if the owner or manager of the **Venue** is in any way affiliated with **You**; or
- 5.21 **Adverse Weather**.

Section 6 – General Conditions – Your Obligations

- 6.1 Before and during the **Insured Event**:
- a) **You** must make all the necessary arrangements in a timely manner in order to ensure the proper conduct of the **Insured Event(s)**. In particular, the requisite licences, visas and permits shall be obtained, official and statutory conditions fulfilled and written contracts completed.
 - b) **You** must keep financial records in accordance with generally accepted accounting principles and shall keep invoices and receipts from which the costs incurred and revenue earned from the **Insured Event(s)** can be ascertained.
 - c) **You** must apply the principles of sound business management in selecting those persons who are to be entrusted with organising and conducting the event(s).
 - d) **You** must notify **Us** immediately of any circumstance and/or situation that might give rise to a loss and hence a claim under this **Policy**.
 - e) When taking out this insurance, **You** must inform **Us** of all circumstances that may influence **Our** assessment of the risk.
 - f) After insurance has been applied for, **You** may not undertake or approve anything that might tend to aggravate the risk without **Our** written consent.
 - g) **You** must notify **Us** immediately of any aggravation of the risk of which **You** are, or may become aware.
 - h) **You** must observe and comply with the requirements of any law, ordinance, court or regulatory body.
 - i) **You** must ensure that all **Essential Equipment** is adequately packed and secured for transit to the **Insured Event** and that **You** have allowed a reasonable period of time for the **Essential Equipment** to arrive at the **Venue** prior to the opening of the **Insured Event**.
 - j) **You** must maintain sufficient insurance to cover the full value of **Your** maximum possible loss for each **Insured Event** without any allowance for possible recoveries, savings or waivers. Should **You** fail to do so, then **We** will not be liable for a greater proportion of any loss covered hereunder than the **Sum Insured** bears to the full value of the maximum possible loss for the relevant **Insured Event**.
- 6.2 **Your** obligations following an **Insured Event** being **Postponed, Abandoned, Cancelled, Restricted** or **Relocated** are:
- a) **You** must take all possible and justifiable measures to avoid or minimise loss. This includes (but is not limited to):
 - i. Make all reasonable efforts to find another place to hold the **Insured Event**; and

Section 6 – General Conditions – Your Obligations (cont'd)

- ii. Provide timely notice to the contracted provider of any goods or services in order to diminish or avoid a loss.
- b) In the case of a loss **You** must inform **Us** in writing within 72 hours after its occurrence.
- c) **You** must give **Us** all information that **We** reasonably request in order to investigate the reason and amount of the loss, and on demand to permit inspection of the books and records.
- d) **You** must co-operate with **Our** investigation into any **Insured Event(s)**. This includes but is not limited to:
 - i. making available to **Us Your** books and records relating to the **Insured Event** and the **Venue**;
 - ii. completing any claim form and returning it to **Us** within any period reasonably requested by **Us**;
 - iii. if requested by **Us**, providing a statutory declaration in relation to the **Insured Event** and the subject matter of the claim; and
 - iv. provide **Us** with all necessary documentation to assess the claim for indemnity under **Your Policy**.

Section 7 – Other Terms

- 7.1 It is acknowledged by **You** that:
- a) no cover is provided under **Your Policy** until the **Premium** has been received by **Us**;
 - b) **We** have no obligation to refund any part of the **Premium** irrespective of whether the **Contest** takes place.
- 7.2 **You** have a responsibility to cooperate fully with **Us**, even if **We** have already paid **Your** claim, and **You** must give **Us** all the information that **We** require.
- 7.3 If **You** have other insurance covering any loss recoverable under this policy, **You** must provide **Us** with details of the type(s) of other insurance and name(s) of the other insurer and provide **Us** with any information or assistance **We** may need to make a claim on the other insurer.
- 7.4 **Your** policy is governed by the laws of the State or Territory where this policy is issued. The relevant courts of the place where the policy was issued will have jurisdiction in any dispute concerning or under this policy.
- 7.5 If a claim is made against **You** for anything covered under **Your Policy**:
- i. **We** have the right to conduct, defend or settle any such claim or legal proceedings and to act in **Your** name; and
 - ii. **We** may attempt to recover the amount **We** have paid to **You** from some one else if **We** find they are responsible for **Your** loss or damage. If so, **You** must give **Us Your** rights to conduct, defend or settle any legal action against that person and to act in **Your** name.

Section 8 – Cancellation / Termination Clause

- 8.1 Due to the nature of **Your Policy**, **You** cannot cancel the **Policy** once coverage is in place.
- 8.2 **You** are not entitled to assign **Your Policy** to a third party without **Our** written consent.

powered by
calliden

Product issued by
Calliden Insurance Limited

Level 7, 100 Arthur Street
North Sydney NSW 2060
Australia
Tel: +61 2 9551 1111
Fax: +61 2 9551 1155
www.calliden.com.au

ABN 47 004 125 268
AFSL 234438
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CLCAN 0809

ARENA
UNDERWRITING

Distributed by
Arena Underwriting Pty Ltd

Suite 8, 12 Alma Road,
New Lambton NSW 2305
Tel: +61 2 4952 4477
Fax: +61 2 4915 5376
www.arenaunderwriting.com.au

ABN 26 125 869 481
AFSL 317617