

INSURING CLAUSE

Insuring Clause	This Insurance is to indemnify the Assured for their Ascertained Net Loss up to the limit(s) of indemnity stated in the Schedule should the insured Campaign be necessarily Cancelled or Withdrawn as a direct result of the Death or Disablement or Disgrace of the Insured Person(s) named in the Schedule occurring during the period of this Insurance.
Basis of Indemnity	<p>The basis of indemnity shall be:</p> <p>EITHER</p> <p>a) irrecoverable production costs and expenses reasonably and necessarily incurred plus any irrecoverable loss or pre-booked Fees for which the Assured is contractually committed and unable to effect alternative arrangements</p> <p>OR</p> <p>b) costs and expenses reasonably and necessarily incurred to revise the insured Campaign for the same Principal(s) and the same Product(s) but not necessarily in the same manner, style or format</p> <p>less an equitable allowance for the 'benefit' or 'enjoyment' or 'usage' from the insured Campaign's exposure up to the date of loss measured against the actual scheduled exposure.</p>
Maximum Liability	<p>Underwriters' maximum liability shall not exceed the Limit of Indemnity stated in the Schedule.</p> <p>Indemnity shall be payable hereunder only in respect of (a) <u>or</u> (b) above, but not both.</p>

DEFINITIONS

Ascertained Net Loss	1. Ascertained Net Loss means such sums, calculated in accordance with the basis of indemnity stated above, as are irrevocably expended by the Assured less any saving the Assured is able to effect to mitigate such loss.
Principal	2. Principal means the organisation or person(s) that commission the Assured to organise the insured Campaign on their behalf.
Insured Person(s)	3. Insured Person(s) means only the individual(s) or group(s) named in the Schedule attaching hereto. Where a group is named as the Insured Person hereunder and the individual members are not named in the Schedule, the Insured Person shall be only those individuals formally contracted as part of that group for the insured Campaign.
Product	4. Product means the contracted subject matter of the insured Campaign.
Campaign	5. Campaign means the contracted promotion arranged by the Assured featuring the Insured Person(s), all of whom are named in the Schedule.
Cancellation	6. Cancellation means the inability to proceed with the insured Campaign involving the Insured Person(s).
Withdrawal	7. Withdrawal means the temporary or permanent cessation of the insured Campaign once commenced.
Death	8. Death means the failure of the Insured Person(s) to survive for the duration of the insured Campaign or the period covered by this Insurance, whichever is the less.

Disablement 9. Disablement means such Accident or Illness to the Insured Person(s) occurring during the period of this Insurance which causes the necessary cancellation or withdrawal of the insured Campaign.

Disgrace 10. Disgrace means any criminal act, or any offence against public taste or decency, committed by the Insured Person(s), or any situation or occurrence directly involving the Insured Person(s) which degrades or brings that person into disrepute or provokes insult or shock to the community and reflects unfavourably upon the insured Campaign or the Assured or the Assured's Principal(s) or Product(s).

CONDITIONS PRECEDENT

It is a condition precedent to the liability of Underwriters under this Insurance that:

Full Value Insurance 1. The limit of indemnity herein is the full value of those items specified in the Schedule, unless otherwise advised to Underwriters.

Pre-Existing Medical Conditions 2. a) to the best knowledge and belief of the Assured and their Principal(s) no Insured Person(s) suffer(s) from any physical, psychological or other medical condition or is undergoing any treatment, medical or otherwise, other than those advised to Underwriters and agreed by them, and that the Insured Person(s) is (are) fit to fulfil the commitments insured herein.

b) any pre-existing condition agreed by Underwriters will only be covered hereunder if the Insured Person(s) continue(s) to follow any prescribed regime, medical or otherwise, that is essential to the maintenance of the Insured Person(s) physical, psychological well-being during the period of this Insurance.

Confidentiality 3. The Assured does not disclose the existence of this Insurance without prior written approval of Underwriters.

WARRANTIES

It is warranted that the Assured shall:

Contracted Person(s) 1. Have the Insured Person(s) under signed contract to fulfil the insured Campaign at inception hereof.

Contractual Requirements 2. Ensure all necessary licences, visas and permits are obtained and are current for the period of this Insurance and that all contractual arrangements have been confirmed in writing to the Assured.

Finance 3. Ensure that the entire finance necessary to complete the insured Campaign as described in the Schedule is available.

EXCLUSIONS

This Insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from:

Known Public Persona 1. Any action of the Insured Person(s) that is consistent with the known public persona or behaviour of that person which give rise to offence, insult and the like as more fully described in the definition of Disgrace.

Critical Comment

2. Any deliberate or unwitting condemnation or criticism of the Assured or their Principal(s) or the Product(s) being promoted by the Insured Person(s).

Alterations or Variations

3. Any alteration or variation in the insured Campaign unless agreed by Underwriters in writing.

GC (D,D,D) NMA 2523

Form approved by Lloyd's Underwriters' Non-Marine Association Limited.