

KEY ISSUES IN EVENT CANCELLATION CLAIMS



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Event Cancellation Insurance

Trigger

“If the **insured event** is necessarily **cancelled, abandoned, postponed, interrupted, curtailed or relocated** **as a sole and direct result** of a cause not otherwise excluded by this policy, occurring during the **period of insurance** **which is beyond your control**, or the control of **your** employees or agents, the event organizer, sponsors, **participants** or financial supporters .
..”

Event Cancellation Insurance

Exclusions & Write Backs

- Acts of terrorism or war
- Financial failure
- Failure to make necessary arrangements
- Non-appearance of any person (other than key person)

Communicable Disease

Exclusions & Write Backs

“This insurance does not cover loss directly or indirectly arising out of, contributed to by, or resulting from . . . any communicable disease which leads to: a. the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency; b. any travel advisory or warning being issued by a national or international body or agency; and in respect of a. or b. above any fear or threat thereof (whether actual or perceived). This insurance also excludes loss directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to a communicable disease.”

“Communicable Disease Endorsement

That Exclusion No. 8 (communicable disease) under WHAT IS NOT COVERED is deleted.”

Event Cancellation Insurance

Mitigation Conditions

“You shall at all times do all things necessary to avoid or diminish a loss under this policy.”

“You have an obligation to use your best efforts to rearrange any insured event that has been subject to cancellation or abandonment in order to mitigate any loss covered hereunder.”

Event Cancellation Insurance

Measurement of Loss

“We will pay your:

- a. irrecoverable expenses in connection with the running or organizing of the insured event,
- b. loss of net profit, less any savings you are able to make.”

“We will . . . pay any refund of fees (whether or not you are obliged by contract to return such fees) for attendance.”

Thank you

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&

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