

NON-APPEARANCE OF KEY PEOPLE INSURANCE

Special Agreement N° 2



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This text is a free translation of the original French wording of the policy.

In the event of litigation as to the interpretation of the policy, only the original text will be taken into consideration

This cover is only granted if explicitly mentioned in the schedule

CHAPTER 1 - PURPOSE OF THE INSURANCE

As a departure from the provisions of paragraph b) of CHAPTER 2 of the Special Agreement N° 1, the insurance cover is extended to the reimbursement of the net loss suffered by the Insured due to the non-appearance of key people owing to circumstances beyond their control or beyond the control of Insured, including kidnapping or sequestration, occurring during the period covered by this insurance.

In case of family mourning periods, the cover is limited to:

Decease of ascendants, descendants, and/or collaterals of the first degree, of the spouse or of the known concubine of the named artist, if death occurs during the covered period and if the deceased is aged under 70.

Cover is also granted in case of:

Sickness and/or accident involving ascendants, descendants and/or collaterals of the first degree, of the spouse or the obvious concubine of the named artist, if those persons' life is in danger and provided that the accident or the first assessments occur during the period of cover and that the person is aged under 70.

Moreover, it is explicitly stipulated that each family member is subject to same conditions and exclusions as the insured artist.

Cover starts on the day the insured artist has knowledge of the mourning period or of the sickness and/or accident of the insured relative.

CHAPTER 2 - EXTENSION

The cancellation cover is extended to cancellation due to an accident of one or more persons of the technical staff, occurring less than 24 hours before the show for events in France, Switzerland and the Benelux countries or less than 48 hours before the show for events in other countries.

This cover is only granted if the technical staff required to organise the event, consists of maximum 10 persons.

Other cases require a prior written declaration. In case of a claim, the Insured shall have to prove that the technician's participation is essential.

CHAPTER 3 - EXCLUSIONS

Non-appearance of key persons is not covered if directly or indirectly resulting from:

- a) Any event excluded pursuant to the provisions of CHAPTER 3 of the general conditions,
- b) The lack of attention, diligence or carefulness by Insured, the artist or key people,
- c) A conflict or contractual breach by Insured, the artist or key people,
- d) Any known physical, psychological or medical antecedent of the key person, unless with the Insurer's agreement following a medical examination,
- e) Air travel, other than as a passenger on a regular route approved by the aviation control organisms, unless with the Insurer's prior agreement,
- f) Pregnancy, confinement, menstruation, and/or any complication resulting from it,
- g) The use of narcotics and/or medicines not prescribed by a competent medical authority.
- h) any accident involving the key person if the latter is under the influence, as specified by the local legislation on driving motor vehicles, and also sickness due to chronic consumption of alcohol,
- i) Suicide or attempted suicide.
- j) Fatigue, physical exhaustion not resulting from sickness.
- k) Depression.