

Terms and conditions I.D.E.A. event insurance

Section Expenses

Article 1 Definitions.

1.1. Insurant

Independent Dutch Eventmarketing Association (I.D.E.A.) and /or its members, as natural or legal persons, whose business involves organising events.

1.2. Assured

The natural person or legal entity entering into a contract with policyholder regarding the organisation of an event and/or the member of I.D.E.A. in the event that he acts in the capacity of both client and organiser.

1.3. Service to be rendered

Food and/or beverage to be provided for and/or (hall)space and/or a site to be made available and/or active and passive entertainment to be provided for including all corresponding work and services by one of the members of I.D.E.A. in the broadest sense of the word.

1.4. Member

The natural or legal person entering into a contract with I.D.E.A. in that capacity and paying a contribution for this.

1.5. Guest

The natural or legal person and/or accompanying person(s) to whom a service must be rendered pursuant to the contract with one of the members of the insurant.

1.6. Cancellation

The notification by the insured to the member of I.D.E.A. that one or more agreed services will not be used either wholly or in part.

1.7. No-show

Not making use of a booked service by a guest and/or Assured without cancellation.

1.8. Sum Insured

The sum insured equals the total booking fee (possibly with other costs and/or F&B costs) that will be charged by the I.D.E.A. member and/or third parties to the client and has been declared to the company.

Article 2 Description of the coverage.

2.1. **General:** covering damage that the Assured incurs as a result of complying with his/her obligations pursuant to the conditions applicable to the contract, in case the event described on the certificate must be cancelled wholly or in part due to circumstances beyond his control.

2.2 **Insolvency:** contrary to the contents of Article 5. Exclusions this insurance provides for cover against damage resulting from insolvency of the relevant I.D.E.A.-member provided not being caused by the relevant contracting party.

2.3 **Non appearance of engaged artists/musicians and items:** covering damage that the Assured incurs as a result of complying with his/her obligations pursuant to the conditions applicable to the contract, in case the event described on the certificate must be cancelled wholly or in part due to non appearance of engaged artists/musicians and items; up to the amount of the performance fee as mentioned on the certificate in case:

1. expenses have been made by the contracting party in the process of publishing the cancellation
2. expenses have been made by the contracting party in the process of announcing a substitute performance
3. the initial artist can not appear due to an occurrence as covered under this insurance covering up to 120% of the fee of the artist initially booked as expenses to be made for a substitute artist.

The expenses as mentioned under 1., 2. and 3. totalled are covered subject to the maximum sum insured as mentioned on the certificate.

Article 3 Compensation.

Subject to the maximum sum insured damage is compensated up to the maximum amount that the Assured is due pursuant to the contract signed with one of the members of I.D.E.A..

Article 4 No-show.

The insurer shall not pay compensation for damage as a result of no-show, unless the Assured can demonstrate that the no-show was due to circumstances beyond his control, in which case it will be deemed a cancellation.

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Article 5 Exclusions.

The Assured is not liable for compensation for loss

- 5.1. due to financial difficulties of the Assured;
- 5.2. due to limited attendance by the public, hired participants and/or organisers of the event and/or services part thereof;
- 5.3. due to difficulties between insurant and/or Assured (person) and/or organisers and/or guests;
- 5.4. due to weather conditions unless:
 - these conditions are characterised as a natural disaster or
 - these conditions having inflicted such damage to buildings or other immovables to be used for the event causing it to be cancelled;
 - cover is provided against storm through a separate clause or
 - due to extreme weather conditions as a result of which the location of the event can not be reached by use of whatever means of transport;
- 5.5. in connection with not obtaining the required permit(s), permission(s) and/or authorisation(s) from the proper authorities and/or not complying with the conditions stated therein with regard to the event and/or part of the service;
- 5.6. due to breach of contract, other than due to force majeure, by one or more parties involved in the event and/or part of the service;
- 5.7. as a result of, caused by, occurring with or arising from nuclear reactions irrespective of their cause;
- 5.8. as a result of, caused by, occurring with or arising from armed conflict, civil war, rebellion, domestic unrest, riots, mutiny and requisition as defined by the Association of Insurers in the Netherlands on 2 November 1981 filed at the Office of the District Court in The Hague under number 136/1981.

Article 6 Health.

In the event of damage covered by this insurance as a result of an accident, illness or death of certain persons, this insurance is subject to the condition that the person concerned was in good health to the best knowledge of the insured at the time of the insurance taking effect. The moment of the insurance taking effect is understood to mean: the moment when the contract is effected between the insured and the I.D.E.A. member.

Article 7 Reporting damage and other relevant obligations.

As soon as the Assured and/or insurant has knowledge of an incident following which an obligation arises for the insurer to pay compensation, he/she is obliged:

- a. to notify the event's organiser, respectively the insurer, of the incident as soon as possible;
- b. to provide all the important information and, on request, to provide a written and signed statement describing the cause, facts and extent of the damage.

Article 8 Claim settlement.

Damage and costs are determined in mutual consultation. The insurer will be acquitted from his obligations through payment of the damage to the Assured.

Conclusion.

This insurance is subject to Dutch Law and practise. Matters of dispute to be settled on the basis of General Conditions 675-06, Dutch version. These conditions will be sent on request.

If you have any questions please contact: VDS Risicobeheer B.V.

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