

Special Contingency Risks Limited

70 Mark Lane London EC3R 7NQ United Kingdom
Telephone: +44(0)2070889100 Fax: +44(0)2070889101 Website: www.scr-ltd.co.uk



1. RISK DETAILS

UNIQUE MARKET

REFERENCE: B058710445P15

ATTACHING TO DELEGATED UNDERWRITING

CONTRACT NUMBER: Not Applicable

TYPE: Insurance of:
Contingency General

INSURED: CTS Eventim Israel Ltd.

PRINCIPAL ADDRESS: Brodeskey 43
6th Floor
69052
Tel Aviv
Israel

PERIOD: 1st July 2015 to 30th June 2016 Both Days at 00:01 Local Standard Time

INTEREST: To indemnify the Insured for the Ticket Price refunded to the Ticket Purchaser(s) in respect of the perils outlined in the Insuring Clause contained herein.

SUM INSURED: Up to but not exceeding the monetary value of each individual declared transaction value

SITUATION: Israel

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CONDITIONS:

All terms and conditions as set forth in the wording, such wording being:-

incorporating the following:

Refund Programme Wording as attached

All losses to be referred to:

Tova Gvili
Broadspire Israel
15 Karlibach Street,
Tel-Aviv 67132
Desk@broadspire.co.il
Tel – 972-3-5628812

LMA 5062 Fraudulent Claims Clause

If the (re)insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claims hereunder shall be forfeited.

Nothing in this Contract shall be construed as a condition precedent or a warranty unless it is expressly stated as such in the Contract

EXPRESS WARRANTIES:

None

CONDITIONS PRECEDENT:

None

CHOICE OF LAW AND JURISDICTION:

SERVICE OF SUIT CLAUSE (ISRAEL)

This Insurance shall be governed by Israeli law and the Israeli Courts shall have jurisdiction in any dispute arising hereunder.
In this event Ms Sigal Schlimoff Rechtman of Gibor Sport Building, 7 Menachem Begin Road, Ramat Gan 52521, Israel, Lloyd's Representative in Israel, is authorised to accept service of suit on behalf of Underwriters.

20/01/11
NMA2349A

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PREMIUM:

ILS 7.25 per ticket or 2% of ticket price (whatever the greater to apply)

PREMIUM PAYMENT TERMS:

Premium shall be paid to underwriters monthly in arrears

TAXES PAYABLE BY INSURED AND ADMINISTERED BY INSURERS:

None

TAXES PAYABLE BY INSURERS AND ADMINISTERED BY INSURED OR THEIR AGENT:

None

RECORDING, TRANSMITTING AND STORING INFORMATION:

Where Special Contingency Risks Limited maintains risk and claims data/information/ documents Special Contingency Risks Limited may hold data/information/documents electronically.

INSURER CONTRACT DOCUMENTATION:

Any further documentation changing this contract agreed in accordance with the contract change provisions set out in this contract, shall form the evidence of such change.



**BESPOKE OR AMENDED WORDING AND CLAUSES, WORDING SCHEDULE(S)
AND/OR DECLARATIONS AND ANY OTHER ATTACHMENTS, AS APPROPRIATE:**

Ticket Refund Policy of Insurance

We, ARK Syndicate 4020 (herein after referred to as 'the Underwriters') hereby agree, in consideration of the payment made by or on behalf of the Insured of the Premium, to indemnify the Insured for the Ticket Price refunded to the Ticket Purchaser under the Refund Programme to the extent and in the manner provided in this policy of Insurance (hereinafter referred to as 'Insurance')

1. INSURING CLAUSE

Subject always to the terms, conditions, limitations and exclusions contained herein or endorsed hereon, this Insurance is to indemnify the Insured for the Ticket Price under the Refund Programme should the Insured have to refund the Ticket Purchaser for their Ticket Price where the Ticket Purchaser's inability to attend or late arrival at the Event is such that they are unable to attend the Event thereby being wholly unable to utilise the Ticket(s) solely as a result of a peril beyond the control of the Insured and the Ticket Purchaser as stated in 1.1 below

1.1

- i) Incapacity of the Ticket Purchaser through Accident, Bodily Injury or Sickness first commencing prior to the Event.
- ii) Death of the Ticket Purchaser or a member of their Immediate Family within thirty days prior to the date of the Event.
- iii) Travel delay due to the mechanical failure of or accidental damage to the transport in which the Ticket Purchaser is travelling or due to a cause outside of the control of the Ticket Purchaser that solely and directly prevents the Ticket Purchaser's continued safe transit to the Event.
- iv) Travel delay as described in iii) preventing the Ticket Purchaser collecting the Ticket(s) from either the Venue or a designated collection point.
- v) The requirement on the Ticket Purchaser to perform jury service where the jury summons was first received by the Ticket Purchaser after the date of the Ticket purchase from the Insured.
- vi) Restricted access to the Venue caused by flood, fire, or through the act of a constituted authority to protect public health and safety.
- vii) Adverse weather, including snow, fog, frost or storm preventing attendance at the Venue.
- viii) Serious damage to the Ticket Purchaser's home or place of business caused by fire, aircraft, storm, flood, subsidence, earthquake, falling trees, burst pipes, lightning, malicious persons or theft requiring the Ticket Purchaser to remain at home or at his place of business.
- ix) The Ticket Purchaser's inability to attend an Event which is Rescheduled after the date of Ticket purchase by the Ticket Purchaser from the Insured, due solely to a Prior Engagement of the Ticket Purchaser such prior engagement to be existing prior to the date of the first announcement of the Rescheduling.

1.2 This Insurance provides indemnity for the Ticket Price.

1.3 The Underwriters maximum liability shall not exceed the Ticket Price.

2. DEFINITIONS

- 2.1 Abandonment means the inability to complete more than 30% of the Event once commenced.
- 2.2 Accident means a sudden, unexpected and unintended, specific event which occurs at an identifiable time and place after the Ticket was purchased.
- 2.3 Appointed Loss Adjuster means Crawford & Company, Israel.
- 2.4 Bodily Injury means an identifiable physical injury, including illness resulting from such injury, which is caused by an Accident occurring after the Ticket was purchased.
- 2.5 Cancellation means the inability to proceed with the Event prior to commencement which takes place either on the date specified on the Ticket or on the Rescheduled date.
- 2.6 Declaration means the daily summary sent from the Insured to the Underwriters detailing all claims made by Ticket Purchaser(s).
- 2.7 Event means the particular performance or date for which the Ticket was purchased.
- 2.8 Immediate Family means the mother, father, sister, brother, children, spouse, civil partner or co-habitee (and their children) and grandparent provided that such person(s) are subject to Exclusion 6.2 of this Policy.
- 2.9 Loss Payee means the party receiving the indemnity for the Ticket Price from the Underwriters.
- 2.10 Non Appearance means any loss in consequence of the Cancellation or Abandonment of the Event arising directly or indirectly from the death, accident, or illness, or travel delay of the Participant.
- 2.11 Participant means any party, including without limitation, any act, artist, celebrity, sports or other person(s) billed to appear or perform at the Event or any provider of technical services, who is contracted to perform a function critical to successful fulfilment of the Event.
- 2.12 Postponement means the unavoidable rescheduling of the Event to another time.
- 2.13 Prior Engagement means a pre existing engagement in respect of which the Ticket Purchaser has written proof that such Ticket Purchaser has committed to attend prior to the announcement of the date of a Rescheduled Event.
- 2.14 Refund Programme means the agreement in place between the Insured and the Ticket Purchaser to refund the Ticket Purchaser for their Ticket Price where the Ticket Purchaser's inability to attend the Event is such that they are wholly unable to utilise their Ticket(s)
- 2.15 Relocation means the unavoidable removal of the Event to another location.
- 2.16 Rescheduled or Rescheduling means the Postponement and / or Relocation of the Event to a date after the original date stated on the Ticket.
- 2.17 Sickness means an illness which is sufficiently debilitating to prohibit safe movement of the Ticket Purchaser concerned and their inability to travel and which did not exist before the Ticket was purchased.
- 2.18 Ticket means the ticket which allows the Ticket Purchaser entry into the Venue to attend the Event.
- 2.19 Ticket Price means the invoiced purchase price as evidenced in the Ticket Purchaser's internet booking form or confirmation of Ticket purchase.
- 2.20 Ticket Purchaser means the invoiced purchaser together with the persons on whose behalf the invoiced purchaser has purchased the Ticket(s) for the Event from the Ticket Company in a single transaction.
- 2.21 Venue means the place(s) as detailed on the Ticket purchased where the Event is to be held.

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3. CONDITIONS

The Insured has:

- 3.1 Truthfully declared all material facts likely to influence a reasonable Underwriter whether to accept the risk or any subsequent amendment of the Premium or the terms and conditions.
- 3.2 No knowledge at inception or at the date of any Ticket sale of any undisclosed matter, fact or circumstance, actual or threatened, that increases or could increase the possibility of a loss under this Insurance.
- 3.3 Paid the Premium due in accordance with the written conditions of the agreement with Underwriters.
- 3.4 Included in the Refund Programme the Claims Procedure at Clause 7 of this Insurance.

4. WARRANTIES

It is warranted that the Insured shall:

- 4.1 Observe and comply with the requirements of any applicable law, ordinance, court or regulatory body.
- 4.2 Ensure that all necessary contractual arrangements have been made and confirmed in writing with the Ticket Purchaser in regard to the tickets they sell to the Ticket Purchaser.
- 4.3 Throughout the currency of this Insurance comply with the terms of the Refund Programme

5. GENERAL CONDITIONS

- 5.1 Any fraud, in the information provided either prior to inception or at any time throughout the currency of this Insurance or in the making of a claim shall render this Insurance voidable by Underwriters and any claims shall be forfeit. Any misstatement or concealment or negligent statement insofar as it affects Underwriters liability, shall make the policy voidable by Underwriters.
- 5.2 The Insured and Ticket Purchaser shall observe and comply with the requirements of any applicable law, ordinance, court or regulatory body.
- 5.3 The Insured and Ticket Purchaser shall at all times take all reasonable care and measures to avoid or diminish a loss under this Insurance.
- 5.4 The Insured and Ticket Purchaser shall observe and fulfil the terms and conditions contained herein or endorsed hereon.
- 5.5 The Premium and any costs or expenses incurred in the formulation of a claim hereunder shall not be recoverable items.
- 5.6 The Insured shall maintain adequate records, satisfactory to the Underwriters, in connection with the subject matter insured hereunder.
- 5.7 All returns, recoveries and payments due to the Insured or the Individual Person following a loss, paid or otherwise, are to be for the benefit of the Underwriters hereon.
- 5.8 The Underwriters reserve the right to pursue any action for recovery from any party, whether before or after payment of a loss, at their sole discretion and in the name of the Insured or otherwise. In the event of any payment under this Insurance, the

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Underwriters shall be subrogated to the extent of such payment to all the Insured's and the Ticket Purchaser's rights of recovery and the Insured and Ticket Purchaser shall execute all papers required and shall do everything that may be necessary to secure such rights.

- 5.9 If the Loss Payee is other than the Insured, all claim payments due under the terms and conditions of this Insurance shall be made payable to the party(s) detailed in the Declaration as Loss Payee(s). Payment of such losses by the Underwriters to the Loss Payee(s) shall be a sufficient and complete discharge of all of the Underwriters' obligations to the Insured and Loss Payee(s) in connection with said loss(es).
- 5.10 In the event of any incident which may give rise to a request for a refund under the Refund Programme the Ticket Company shall require the Ticket Purchaser to advise the Appointed Loss Adjuster within 14 days of the knowledge of such an incident arising to give such relevant information and evidence as may reasonably be required by the Appointed Loss Adjuster and co-operate fully in the investigation of the refund request.
- 5.11 Unless the Insured requested and the Underwriters agreed otherwise in writing this Insurance is mutually agreed to be governed by and construed in accordance with the Laws of Israel whose courts shall have exclusive jurisdiction.
- 5.12 This Insurance may be cancelled at any time by either party being the Insured and the Underwriters, giving the other party 90 (ninety) days notice in writing. All risks declared to and accepted by the Underwriters at such date of cancellation to run to their natural expiry.
- 5.13 Underwriters or their representatives shall have the right without restrictions or limitations to inspect and audit any records relating to the Insurance bound hereunder and shall have the right to make copies or extracts of any such records.

6. EXCLUSIONS

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

- 6.1 Military Reserve duty,
- 6.2 Any contractual dispute or breach by the Insured.
- 6.3 The Insured's or Ticket Purchaser's gross negligence and/or recklessness and/or intentional or wilful acts, the results of which would increase the risk, and/or likelihood of a loss hereunder,
- 6.4 The Insured or Ticket Purchaser failing to observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
- 6.5 Any fraud, misrepresentation or concealment by the Insured and/or the Ticket Purchaser.
- 6.6 Actual or threatened war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, requisition or destruction of or damage to property by or under order of any government or public or local authority.
- 6.7 Any financial failure of or financial default by any entity.
- 6.8 Lack of or inadequate receipts or sales for the Event.
- 6.9 Variations in the rate of exchange, rate of interest or stability of any currency.



- 6.10 Loss or damage caused in whole or part by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, nuclear reaction, nuclear radiation or radioactive contamination.
- 6.11 Seizure or destruction under quarantine or customs regulations, confiscation, nationalisation or requisition or destruction of or damage to property, by or under the order of any government or public or local authority, or the handling of contraband or the engaging in illicit trade or transportation.
- 6.12 Seepage and/or pollution and/or contamination unless it is discovered during the period of this Insurance and is a direct cause of a loss covered hereunder.
- 6.13 Failure of the Ticket Purchaser in the event of Bodily Injury or Sickness to consult a duly qualified medical practitioner and comply with the medical advice given thus causing a loss in whole or part under this Insurance.
- 6.14 Non Appearance of any Participant.
- 6.15 Any loss directly or indirectly caused by or arising out of or contributed to by or resulting from, any influenza variant or communicable disease which prior to or simultaneously with the loss arising, is declared an epidemic or pandemic by the World Health Organisation and/or Severe Acute Respiratory Syndrome (SARS) and/or Atypical Pneumonia and/or Avian Flu and/or any threat or fear of any of the above (whether actual or perceived).
- 6.16 The actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing, concurrently or in any other sequence, thereto.
- 6.17 Any loss of or no play caused by any weather condition which reduces or prevents play at any outdoor event.
- 6.18 Any loss or claim in excess of the Ticket Price as defined at section 2.19.
- 6.19 Any Act of Terrorism or Threat of Terrorism.

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7. CLAIMS PROCEDURE

- 7.1 The Ticket Purchaser shall notify the Appointed Loss Adjuster as soon as practically possible and in any event within fourteen (14) days of the incident which leads to a request for a refund being made under the Refund Programme.
- 7.2 The Ticket Purchaser shall return the unused insured Ticket or if not issued, the proof of purchase or original receipt to the Appointed Loss Adjuster as soon as practically possible and in any circumstances within fourteen (14) days of the date of the incident notification being acknowledged by the Appointed Loss Adjuster as in 7.1 which leads to a request for a refund being made under the Refund Programme
- 7.3 The Ticket Purchaser shall, as a matter of urgency using the dedicated e mail address (provided by the Appointed Loss Adjuster), confirm the facts as soon as possible in writing and take all steps to minimise their loss as directed by the Appointed Loss Adjuster
- 7.4 Provide the Appointed Loss Adjuster with, all information requested including all documentation and records necessary to assess a refund request hereunder.
- 7.5 The Appointed Loss Adjuster reserves the right to require the Ticket Purchaser, as often as may be reasonably required, to submit to examination under oath on all matters connected with a refund request by any person named by the Appointed Loss Adjuster at such reasonable time and place as may be designated by Appointed Loss Adjuster or their representatives.

No such examination under oath or examination of documents, or any other act of the Appointed Loss Adjuster or their representatives in connection with any investigation hereunder, shall be deemed a waiver of any defence which the Insured might otherwise have. All such examinations and acts shall be deemed to have been made or done without prejudice to the Insured's liability.

Named Adjuster: Tova Gvili
Broadspire Israel
15 Karlibach Street,
Tel-Aviv 67132
Desk@broadspire.co.il
Tel – 972-3-5628812



REFUND PROGRAMME
RETAIL AGREEMENT
TERMS & CONDITIONS

1. DEFINITIONS

- 1.1 Abandonment means the inability to complete more than 30% of the Event once commenced.
- 1.2 Accident means a sudden, unexpected and unintended, specific event which occurs at an identifiable time and place after the Ticket was purchased.
- 1.3 Appointed Loss Adjuster means Crawford & Company.
- 1.4 Bodily Injury means an identifiable physical injury, including illness resulting from such injury, which is caused by an Accident occurring after the Ticket was purchased.
- 1.5 Cancellation means the inability to proceed with the Event prior to commencement which takes place either on the date specified on the Ticket or on the Rescheduled date.
- 1.6 Event means the particular performance or date for which the Ticket was purchased.
- 1.7 Fee means the amount paid by the Ticket Purchaser in order to receive the benefit of the Refund Programme.
- 1.8 Immediate Family means the mother, father, sister, brother, children, spouse, civil partner or co-habitee (and their children) and grandparent provided that such person(s) are subject to Exclusion 5.1 of this Policy.
- 1.9 Non Appearance means any loss in consequence of the Cancellation or Abandonment of the Event arising directly or indirectly from the death, accident, or illness, or travel delay of the Participant.
- 1.10 Participant means any party, including without limitation, any act, artist, celebrity, sports or other person(s) billed to appear or perform at the Event or any provider of technical services, who is contracted to perform a function critical to successful fulfilment of the Event.
- 1.11 Postponement means the unavoidable rescheduling of the Event to another time.
- 1.12 Prior Engagement means a pre existing engagement in respect of which the Ticket Purchaser has written proof that such Ticket Purchaser has committed to attend prior to the announcement of the date of a Rescheduled Event.
- 1.13 Relocation means the unavoidable removal of the Event to another location.
- 1.14 Rescheduled or Rescheduling means the Postponement and / or Relocation of the Event to a date after the original date stated on the Ticket.
- 1.15 Sickness means an illness which is sufficiently debilitating to prohibit safe movement of the Ticket Purchaser concerned and their inability to travel and which did not exist before the Ticket was purchased.
- 1.16 Ticket means the ticket which allows the Ticket Purchaser entry into the Venue to attend the Event.
- 1.17 Ticket Company means CTS Eventim Israel Ltd
- 1.18 Ticket Price means the invoiced purchase price as evidenced in the Ticket Purchaser's internet booking form or confirmation of Ticket purchase.
- 1.19 Ticket Purchaser means the invoiced purchaser together with the persons on whose behalf the invoiced purchaser has purchased the Ticket(s) for the Event from the Ticket Company in a single transaction.
- 1.20 Venue means the place(s) as detailed on the Ticket purchased where the Event is to be held.

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2. CIRCUMSTANCES IN WHICH REFUND CAN BE OBTAINED

Subject always to the terms, conditions, limitations and exclusions contained herein or endorsed hereon, this Refund Programme is to refund the Ticket Purchaser for their Ticket Price where the Ticket Purchaser's inability to attend or late arrival at the Event is such that they are unable to attend the Event thereby being wholly unable to utilise the Ticket(s) solely as a direct result of:

- a. Incapacity of the Ticket Purchaser, including death, through Accident, Bodily Injury or Sickness first commencing prior to the Event.
- b. Death or life threatening Accident, Bodily Injury or Sickness of the Ticket Purchaser or a member of their Immediate Family of the Ticket Purchaser within thirty days prior to the date of the Event.
- c. Travel delay due to the mechanical failure of or accidental damage to the transport in which the Ticket Purchaser is travelling or due to a cause outside of the control of the Ticket Purchaser that solely and directly prevents the Ticket Purchaser's continued safe transit to the Event.
- d. Travel delay as described in c) preventing the Ticket Purchaser collecting the tickets from either the Venue or a designated collection point.
- e. The requirement on the Ticket Purchaser to perform jury service where the jury summons was first received by the Ticket Purchaser after the date of the Ticket purchase from the Ticketing Company.
- f. Restricted access to the Venue caused by flood, fire, or through the act of a constituted authority to protect public health and safety.
- g. Adverse weather, including snow, fog, frost or storm preventing attendance at the Venue.
- h. Serious damage to the Ticket Purchaser's home or place of business caused by fire, aircraft, storm, flood, subsidence, earthquake, falling trees, burst pipes, lightning, malicious persons or theft requiring the Ticket Purchaser to remain at home or at his place of business.
- i. The Ticket Purchaser's inability to attend an Event which is Rescheduled after the date of the Ticket purchase by the Ticket Purchaser from the Ticket Company, due solely to a Prior Engagement of the Ticket Purchaser such prior engagement to be existing prior to the date of the first announcement of the Rescheduling.

3. CONDITIONS PRECEDENT

Prior to entering in to this Refund Programme, the Ticket Purchaser must have:

- 3.5 No knowledge at inception or at the date of any Ticket purchase of any undisclosed matter, fact or circumstance, actual or threatened, that increases or could increase the possibility of a loss under this Refund Programme.
- 3.6 Paid the Fee due to the Ticket Company.

4. GENERAL CONDITIONS

- 4.1 Any fraud, misstatement or concealment or negligent statement in the information provided either prior to inception or at any time throughout the currency of this Refund Programme or in the making of a refund request shall render this Refund Programme voidable by the Ticket Company and any refund request shall be forfeit.
- 4.2 The Ticket Company and Ticket Purchaser shall observe and comply with the requirements of any applicable law, ordinance, court or regulatory body. The Ticket

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- Company and the Ticket Purchaser shall at all times take all reasonable care and measures to avoid or diminish a loss under this Refund Programme.
- 4.4 The Ticket Company and the Ticket Purchaser shall observe and fulfil the terms and conditions contained herein or endorsed hereon.
 - 4.5 The Fee and any costs or expenses incurred in the formulation of a refund request hereunder shall not be recoverable items.
 - 4.6 This Refund Programme may be cancelled by the Ticket Purchaser within 7 days from the date of purchase of the Refund Programme.
 - 4.7 In the event of any incident which may give rise to a request for a refund under this Refund Programme the Ticket Company shall require the Ticket Purchaser to advise the Appointed Loss Adjuster within 14 days of the knowledge of such an incident arising to give such relevant information and evidence as may reasonably be required by the Appointed Loss Adjuster and co-operate fully in the investigation of the refund request.
 - 4.8 Unless the Ticket Company has otherwise advised in writing this Refund Programme is mutually agreed to be governed by and construed in accordance with the Laws of Israel whose courts shall have exclusive jurisdiction.

5. EXCLUSIONS

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

- 5.1 Military Reserve duty
- 5.2 The Insured's or Ticket Purchaser's gross negligence and/or recklessness and/or intentional or wilful acts, the results of which would increase the risk, and/or likelihood of a loss hereunder,
- 5.3 The Ticket Purchaser failing to observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
- 5.4 Any fraud, misrepresentation or concealment by the Ticket Purchaser.
- 5.5 Actual or threatened war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, requisition or destruction of or damage to property by or under order of any government or public or local authority.
- 5.6 Any financial failure of or financial default by any entity.??
- 5.7 Lack of or inadequate receipts or sales for the Event.
- 5.8 Variations in the rate of exchange, rate of interest or stability of any currency.
- 5.9 Loss or damage caused in whole or part by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, nuclear reaction, nuclear radiation or radioactive contamination.
- 5.10 Seizure or destruction under quarantine or customs regulations, confiscation, nationalisation or requisition or destruction of or damage to property, by or under the order of any government or public or local authority, or the handling of contraband or the engaging in illicit trade or transportation.
- 5.11 Seepage and/or pollution and/or contamination unless it is discovered during the period of this Refund Programme and is a direct cause of a loss covered hereunder.
- 5.12 Failure of the Ticket Purchaser in the event of Bodily Injury or Sickness to consult a duly qualified medical practitioner and comply with the medical advice given thus causing a loss in whole or part under this Refund Programme.



- 5.13 Non Appearance of any Participant.
- 5.14 Any loss directly or indirectly caused by or arising out of or contributed to by or resulting from, any influenza variant or communicable disease which prior to or simultaneously with the loss arising, is declared an epidemic or pandemic by the World Health Organisation and/or Severe Acute Respiratory Syndrome (SARS) and/or Atypical Pneumonia and/or Avian Flu and/or any threat or fear of any of the above (whether actual or perceived).
- 5.15 The actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing, concurrently or in any other sequence, thereto.
- 5.16 Any loss of or no play caused by any weather condition which reduces or prevents play at any outdoor event.
- 5.17 Any loss or refund request in excess of the Ticket Price as defined at section 1.18.
- 5.18 Any loss or theft of a Ticket
- 5.19 Any Act of Terrorism or Threat of Terrorism

6. PROCEDURE FOR OBTAINING REFUND

The Ticket Purchaser shall:

- 6.1 visit the Ticket Company's website and select the option to make a refund application as soon as practically possible and in any event within fourteen (14) days of the incident.
- 6.2 complete the requested form giving full details and supporting evidence of the incident that has led to the inability to attend the event and therefore request a refund. This should be completed within fourteen (14) days of the original notification as mentioned in 6.1.
- 6.3 take all steps to minimise their loss as directed by the Appointed Loss Adjuster.
- 6.4 provide the Appointed Loss Adjuster with, all information requested including all documentation and records necessary to assess a refund request hereunder.
- 6.5 the Appointed Loss Adjuster reserves the right to require the Ticket Purchaser, as often as may be reasonably required, to submit to examination under oath on all matters connected with a refund request by any person named by the Appointed Loss Adjuster at such reasonable time and place as may be designated by Appointed Loss Adjuster or their representatives.

No such examination under oath or examination of documents, or any other act of the Appointed Loss Adjuster or their representatives in connection with any investigation hereunder, shall be deemed a waiver of any defence which the Ticket Company might otherwise have. All such examinations and acts shall be deemed to have been made or done without prejudice to the Ticket Company's liability.

In the event of a claim hereunder please contact:

Tova Gvili
Broadspire Israel
15 Karlibach Street,
Tel-Aviv 67132
Desk@broadspire.co.il
Tel – 972-3-5628812

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2. INFORMATION

INFORMATION:

Underwriters note the following:

Estimated number of tickets sold per annum: 400,000

The average value per ticket sold: ILS 220

The highest value will be circa ILS 2,400



3. SECURITY DETAILS

**(RE)INSURER'S
LIABILITY:**

(RE)INSURERS LIABILITY CLAUSE

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line". Where this contract permits, written lines, or certain written lines, may be adjusted ("signed").

In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate

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70 Mark Lane London EC3R 7NQ United Kingdom
Telephone: +44(0)2070889100 Fax: +44(0)2070889101 Website: www.scr-ltd.co.uk



taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21/6/07
LMA3333

ORDER HEREON: 100% of 100%

BASIS OF WRITTEN LINES:

Percentage of whole

SIGNING PROVISIONS:

In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of this (re)insurance contract then all lines written by that date will be signed in full;
- b) the (re)insured may elect for the disproportionate signing of (re)insurers' lines, without further specific agreement of (re)insurers, providing that any such variation is made prior to the commencement date of the period of this (re)insurance contract, and that lines written "to stand" may not be varied without the documented agreement of those (re)insurers;
- c) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of this (re)insurance contract, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

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EFFECTED WITH:

100.0000000% Lloyd's Underwriters
100.0000000% Syndicate 4020, pseudonym ARK

100.0000000%

Yours faithfully
Special Contingency Risks Limited

Authorised Signatory
Accident and Health

Yours faithfully
Special Contingency Risks Limited

Authorised Signatory
Accident and Health