

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Holly Fujie

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PASICH^{LLP}

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 FOR THE COUNTY OF LOS ANGELES

17 FRANTIC, INC.,
18 Plaintiff,
19 v.
20 CERTAIN UNDERWRITERS AT
21 LLOYD'S, LONDON SUBSCRIBING
TO POLICY NUMBER
22 B1333ECB190291, INCLUDING
TALBOT SYNDICATE 1183; LIBERTY
23 MUTUAL INSURANCE EUROPE;
BRIT SYNDICATE 2987; BRIT
24 SYNDICATE 2988; MUNICH RE
25 GREAT LAKES INSURANCE SE;
26 WORLDWIDE HOLE 'N ONE LTD;
PARDUS UNDERWRITING LIMITED,
and DOES 1 through 10,
27 Defendants.
28

Case No. 21STCV21403

COMPLAINT FOR:

- 1. BREACH OF CONTRACT;
 - 2. TORTIOUS BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING; AND
 - 3. DECLARATORY RELIEF
- DEMAND FOR JURY TRIAL

1 Plaintiff Frantic, Inc., professionally known as Metallica (“Metallica”), brings
2 this action against defendants Certain Underwriters at Lloyd’s, London subscribing
3 to Policy Number B1333ECB190291, including Talbot Syndicate 1183; Liberty
4 Mutual Insurance Europe; BRIT Syndicate 2987; Brit Syndicate 2988; Munich RE
5 Great Lakes Insurance SE; Worldwide Hole ‘N One Ltd.; and Pardus Underwriting
6 Limited (collectively, “Underwriters”) and alleges as follows:

7 **NATURE OF THE ACTION**

8 1. Metallica is an American hard rock band. Since its formation in 1981,
9 Metallica has sold more than 125,000,000 records and their critical acclaim includes
10 nine Grammy awards. The band sells out concert venues all over the world, having
11 sold more than 22,000,000 tickets to its shows, and is considered by many in the
12 industry as one of the biggest touring bands in the history of recorded music.
13 Metallica’s world-wide fan base and decades of award-winning music is hardly their
14 only talent or interest. In September 2019, *Forbes* described Metallica as one of the
15 world’s most charitable bands, raising and donating millions of dollars to many
16 worthy causes and organizations.

17 2. On September 6, 2019, Metallica began an eight-show tour starting with
18 two performances in San Francisco, followed by six shows in South America (the
19 “Tour”). The first of those South American shows was scheduled for April 15, 2020,
20 in Santiago, Chile. But by March 17, 2020, the United States border was closed to
21 non-essential traffic and by April 6, 2020, an estimated 96% of the world’s
22 destinations had travel restrictions. Chile’s borders were also partially or completely
23 closed as of that date. As a result, Metallica was forced to postpone the last six
24 shows of the Tour (the “Shows”).

25 3. As is common in the music industry, before the Tour, Metallica
26 purchased a “Cancellation, Abandonment and Non-Appearance Insurance” policy to
27 protect it in the event that any portion of the tour was cancelled or postponed. This
28 policy broadly covers all losses caused by specified “Perils,” as well as all other losses

1 not conspicuously, expressly, and unmistakably excluded. Metallica timely turned to
2 Underwriters for the promised and reasonably expected coverage for their losses.
3 But Underwriters denied any coverage obligation whatsoever based on an
4 unreasonably restrictive interpretation of the policy.

5 4. Underwriters' purported "investigation" into Metallica's claim, their
6 delay, and their failure to cover Metallica's loss are a breach of the policy, are
7 contrary to insurance industry custom and practice, and constitute a breach of the
8 implied covenant of good faith and fair dealing. Therefore, Metallica brings this
9 lawsuit to obtain the benefits due under the policy and for other damages.

10 THE PARTIES

11 5. Frantic, Inc. is a California corporation with its principal place of
12 business in Los Angeles, California.

13 6. Metallica is informed and believes, and on that basis alleges, that
14 Underwriters are members of syndicates that underwrite and subscribe to policies
15 generally and Metallica's policy specifically, and transact insurance business in the
16 London market. The London market "is a market in which independent insurance
17 underwriters join together in syndicates to sell insurance, mainly through brokers,
18 under the umbrella of the Lloyd's brand name."¹ Underwriters subscribed to the
19 subject policy and are obligated under the policy to provide the insurance afforded by
20 the policy. Metallica is informed and believes, and on that basis alleges, that
21 Underwriters transact business and sell insurance covering risks in the City and
22 County of Los Angeles.

23 7. One of the lead syndicates on the policy is Talbot Syndicate 1183.
24 Talbot "operates within the Lloyd's Insurance Market through Syndicate 1183" and
25 "is a member of company of AIG." [https://www.validusholdings.com/about-us/our-companies-](https://www.validusholdings.com/about-us/our-companies-homepage/talbot/about-talbot/)
26 [homepage/talbot/about-talbot/](https://www.validusholdings.com/about-us/our-companies-homepage/talbot/about-talbot/). It touts itself as an insurance "specialist" that "develops

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28 ¹ *Her Majesty's Revenue & Customs internal manual*, Lloyd's Manual (Sept. 25, 2019), <https://www.gov.uk/hmrc-internal-manuals/lloyds-manual/llm1010>.

1 tailored insurance solutions that address clients' evolving and often unique needs."
2 *Id.* According to Talbot, when it comes to claims handling: "Our promise: your peace
3 of mind." <https://talbot.aig.com/claims>. Talbot more specifically promises that claims
4 will be handled with "professionalism; sensitivity; speed; and efficiency" in a manner
5 that "help[s] businesses meet costs incurred as a result of "lost revenue caused by an
6 insured risk." *Id.*

7 8. The other lead syndicate is Liberty Mutual Insurance Europe.
8 According to it: "In an uncertain world, our European underwriting platform offers
9 our clients consistency and stability." [https://www.libertyspecialtymarkets.com/wp-](https://www.libertyspecialtymarkets.com/wp-content/uploads/2019/03/LMIG-Factsheet.pdf)
10 [content/uploads/2019/03/LMIG-Factsheet.pdf](https://www.libertyspecialtymarkets.com/wp-content/uploads/2019/03/LMIG-Factsheet.pdf).

11 9. Underwriters hold themselves out as being extremely sophisticated and
12 knowledgeable in insuring against event cancellation losses, and in investigating the
13 risks they insure. Metallica also is informed and believes, and on that basis alleges,
14 that Underwriters participate in a wide range of event cancellation insurance
15 programs and hold themselves out as being knowledgeable, experienced, reliable,
16 willing to insure, and capable of insuring, musical tours against the risks of event
17 cancellation.

18 10. Metallica is ignorant of the true names and capacities, whether
19 individual, associate, partnership, corporate, or otherwise, of the defendants
20 fictitiously designated herein as Does 1 through 10, and therefore sues those
21 defendants by these fictitious names. Metallica will seek leave of court to amend this
22 complaint when the true names and capacities of these fictitiously designated
23 defendants have been ascertained. Metallica is informed and believes, and on that
24 basis alleges, that Does 1 through 10, in some way unknown to Metallica, have
25 underwritten or provided insurance coverage to it, or are otherwise responsible for
26 losses alleged herein, and that Does 1 through 10 are authorized to, and do, transact
27 insurance business in the State of California and the County of Los Angeles.

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THE TOUR

11. The Tour began in San Francisco, California, in September 2019 and was scheduled to continue in Chile, Argentina, and Brazil in April 2020.

12. As part of its efforts in planning the Tour, Metallica purchased insurance, including the policy at issue here, to cover losses in the event that the Tour could not go forward or be completed as planned.

THE POLICY

13. Underwriters are a group of syndicates and insurers in the London market that subscribe to Metallica’s Cancellation, Abandonment, and Non-Appearance policy, Policy No. B1333ECB190291 (the “Policy”), a true and accurate copy of which is attached hereto as Exhibit A.

14. Before subscribing to and selling the Policy to Metallica, Underwriters engaged in, or had reasonable opportunities to engage in, extensive underwriting investigation, and had a reasonable opportunity, and the obligation, to become familiar and knowledgeable with the risk it was insuring against.

15. The Policy was in effect from August 29, 2019, to April 28, 2020. It obligates Underwriters to

pay the Insured for the proportion of their legally contracted guarantees as shown under the Limit of Indemnity . . . should the Insured Event(s) be necessarily Cancelled, Abandoned, Postponed, Interrupted, Curtailed or Relocated.

Provided that:

(1.1.1) the necessary Cancellation, Abandonment, Postponement, Interruption, Curtailment or Relocation is the sole and direct result of one or more of the Perils, as fully described in 3 below; and

(1.1.2) such Peril is stated in the Schedule to be insured; and

(1.1.3) such Insured Peril is beyond the control of:

(a) the Insured; and

(b) each and every Insured Person; and

1 (c) in respect of 3.5 below the Insured, the
 2 Insured Person and each and every other
 Participant.

3 (1.1.4) the Peril which is the sole direct cause of the
 4 necessary Cancellation, Abandonment, Postponement,
 Interruption, Curtailment or Relocation occurs during the
 5 Period of Insurance.

6 *Id.* § 1 Insuring Clause, as amended by § 6 Supplementary Conditions.

7 16. Frantic, Inc. is the “Insured” and the members of Metallica are the
 8 “Insured Persons” under the Policy. *Id.* Contract Details; Information. The covered
 9 perils include “TRAVEL DELAY as a result of travel arrangements being irrevocably
 10 altered, resulting in the inability of any Insured Person to be at the Venue” and “ALL
 11 OTHER PERILS not specifically limited or excluded elsewhere in this insurance.”

12 *Id.* § 3.

13 17. The Policy has a condition calling for Metallica to mitigate, prevent or
 14 otherwise avoid a covered loss, including the rescheduling of the Shows:

15 It is a condition precedent to any liability of the
 16 Underwriters that the Insured will at all times do all
 17 things necessary to avoid, diminish, or otherwise mitigate a
 loss under this Insurance, including where appropriate
 rescheduling of the Insured Event;

18 *Id.* § 5.5.

19 18. The Policy contains one exclusion on which Underwriters relied to deny
 20 coverage for the claim. This exclusion states:

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

23 . . .

24 any Communicable Disease or fear or threat thereof, unless

25 8.15.1 such Communicable Disease infects an
 26 Insured Person and such infection of an
 27 Insured Person is the sole and direct cause of
 the necessary Cancellation, Abandonment,
 Postponement, Interruption, Curtailment or
 Relocation of any Insured Event; or

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1 8.15.2 the Venue is closed by or under the
2 order of any government or public or local
3 authority as a sole and direct result of a
4 Communicable Disease which originates and
5 manifests itself within the confines of the
6 Venue.

7 *Id.* § 8.15 (“Communicable Disease Exclusion”).

8 UNDERWRITERS’ BREACHES AND BAD FAITH CONDUCT

9 19. In March 2020, in response to the worldwide spread of SARS-CoV-2,
10 civil authorities throughout the world began issuing orders that required citizens to
11 stay at home, prohibited large gatherings, and mandated the continued closure of all
12 non-essential in-person businesses (collectively, the “Closure Orders”).²

13 20. As a result of the Closure Orders and travel restrictions, Metallica was
14 forced to postpone the Shows.

15 21. The disruption of the concert industry by SARS-CoV-2 and the events
16 associated with its spread has evolved over time.³ However, despite the uncertainty
17 combined with the planning and logistics required to mount the Tour, Metallica
18 honored its duty to mitigate losses and rescheduled the Shows for December 2021.

19 22. Metallica timely provided notice of its claim and losses on or about
20 May 20, 2020. Underwriters, through Talbot, responded on June 10, 2020, denying
21 the claim based only on the Communicable Disease Exclusion. Metallica is informed
22 and believes, and on that basis alleges, that Underwriters did not conduct the
23 thorough investigation that the law requires before denying coverage.

24 23. Thus, Underwriters do not and cannot know whether the Shows were
25 postponed because the Insured or the Insured Persons feared or felt threatened by
26 what the Policy defines as a “communicable disease.”

27 ² See, e.g., COVID-19: Cancellation of Public Events and Gatherings
<https://ourworldindata.org/covid-cancel-public-events> (listing Global Closure orders).

28 ³ See, e.g., <https://liveforlivemusic.com/news/covid-19-concert-cancellation-tracking/>.

1 24. Metallica is informed and believes, and on that basis alleges, that
 2 Underwriters did not conduct any meaningful investigation of the venues where the
 3 Shows were to be performed to determine if they were “closed by or under the order
 4 of any government or public or local authority[.]” *Id.*

5 25. Metallica is informed and believes, and on that basis alleges, that
 6 Underwriters did not consider the World Health Organization’s distinction between a
 7 “virus” and the resulting “disease”:

8 Official names have been announced for the virus
 9 responsible for COVID-19 (previously known as “2019
 10 novel coronavirus”) and the disease it causes. The official
 11 names are:

12 **Disease**
 13 coronavirus disease
 14 (COVID-19)

15 **Virus**
 16 severe acute respiratory syndrome coronavirus 2
 17 (SARS-CoV-2).⁴

18 26. Given the potential liability that insurers faced under their policies for
 19 losses from pandemics, shortly after the outbreak of SARS in 2003, the insurance
 20 industry undertook to draft exclusions applicable to losses from viruses and bacteria.
 21 In 2006, the Insurance Services Office (“ISO”), the insurance industry’s drafting
 22 organization, considered the need to draft an exclusion that would bar coverage for
 23 certain losses caused by a virus.⁵ ISO prepared the exclusion, entitled “Exclusion Of
 24 Loss Due To Virus Or Bacteria.” It was circulated for approval, and approved for
 25 use, by insurance regulators in all 50 states. In the years since, it has been widely

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 27 ⁴ [https://www.who.int/emergencies/diseases/novel-coronavirus-2019/technical-
 28 guidance/naming-the-coronavirus-disease-\(covid-2019\)-and-the-virus-that-causes-it](https://www.who.int/emergencies/diseases/novel-coronavirus-2019/technical-guidance/naming-the-coronavirus-disease-(covid-2019)-and-the-virus-that-causes-it)

29 ⁵ “ISO is a non-profit trade association that provides rating, statistical, and actuarial
 30 policy forms and related drafting services to approximately 3,000 nationwide
 31 property or casualty insurers. Policy forms developed by ISO are approved by its
 32 constituent insurance carriers and then submitted to state agencies for review. Most
 33 carriers use the basic ISO forms, at least as the starting point for their general
 34 liability policies.” *Montrose Chem. Corp. v. Admiral Ins. Co.*, 10 Cal. 4th 645, 671
 35 n.13 (1995).

1 used by insurers. However, Underwriters did not include this exclusion in the Policy.
2 Thus, any cancellation of the Shows because of a virus are covered.

3 27. On October 21, 2020, and January 19, 2021, Metallica, through counsel,
4 responded to Underwriters' denial, explaining why the Communicable Disease
5 Exclusion did not clearly and unambiguously bar coverage for Metallica's claim
6 and/or how the exceptions to the Communicable Disease Exclusion do apply.
7 Metallica provided examples of other versions of Underwriters' "communicable
8 disease exclusions," which are broader than the version in the Policy. Metallica also
9 explained that "communicable disease" was not the efficient proximate cause of its
10 losses (which, under California law is the principle that controls whether there is
11 coverage when excluded and covered causes of a loss may contribute to the loss).
12 Metallica also provided numerous examples of reported cases of SARS-CoV-2 at the
13 venues where the Shows were scheduled to be played, thus falling within an
14 exception to the Communicable Disease Exclusion. Yet, Underwriters maintained
15 their denial of coverage.

16 28. Despite the fact that Metallica mitigated its losses by rescheduling the
17 Shows and that no terms or exclusions in the Policy apply to bar coverage,
18 Underwriters have refused to acknowledge that they are obligated to pay their
19 respective shares of the loss.

20 **FIRST CAUSE OF ACTION**

21 ***(Breach of Contract Against All Defendants)***

22 29. Metallica realleges and incorporates by reference paragraphs 1 through
23 28 above.

24 30. To the extent not waived or otherwise excused, Metallica has complied
25 with all terms and conditions contained in the Policy. Therefore, Metallica is entitled
26 to all benefits of insurance provided by the Policy.

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1 b. wrongfully and unreasonably asserting reservations of their
2 rights to disclaim coverage that Underwriters knew, or should have known, are not
3 supported by, and in fact are contrary to, the terms of the Policy, the law, insurance
4 industry custom and practice, and the facts;

5 c. ignoring the intent behind the Policy and Metallica's reasonable
6 expectation of coverage;

7 d. failing to fully inquire into the bases that might support coverage
8 for Metallica's claim;

9 e. unreasonably failing and refusing to honor their promises and
10 representations in the Policy it issued to Metallica;

11 f. failing to acknowledge Metallica's claim within 15 days of receipt
12 of the claim in violation of 10 California Code of Regulations § 2965.5(b);

13 g. giving greater consideration to their own interests than they gave
14 to the interests of Metallica; and

15 h. otherwise acting as alleged above.

16 37. In breach of the implied covenant of good faith and fair dealing,
17 Underwriters did the things and committed the acts alleged above for the purpose of
18 consciously withholding from Metallica the rights and benefits to which it is and are
19 entitled under the Policy.

20 38. Underwriters' actions are inconsistent with the reasonable expectations
21 of Metallica, are contrary to established industry custom and practice, are contrary to
22 legal requirements, are contrary to the express terms of the Policy, and constitute
23 bad faith.

24 39. As a direct and proximate result of Underwriters' actions, Metallica has
25 been damaged in an amount exceeding the Court's jurisdictional limits. Also,
26 pursuant to *Brandt v. Superior Court*, 37 Cal. 3d 813 (1985), Metallica is entitled to
27 recover all attorneys' fees it reasonably incurred, and continues to incur, in the
28 efforts to obtain the benefits due under the Policy that Underwriters have withheld,

1 and are withholding, in bad faith. Metallica is entitled to interest at the maximum
2 legal rate.

3 40. Metallica is informed and believes, and on that basis alleges, that
4 Underwriters, acting through one or more of their officers, directors, or other
5 corporate employees with substantial independent and discretionary authority over
6 significant aspects of their business, performed, authorized, or ratified the bad faith
7 conduct alleged above.

8 41. Underwriters' conduct is despicable and has been done with a conscious
9 disregard of the rights of Metallica, constituting oppression, fraud, or malice.
10 Underwriters engaged in a series of acts designed to deny Metallica the benefits due
11 under the Policy. Specifically, Underwriters, by acting as alleged above, in light of
12 information, facts, and relevant law to the contrary, consciously disregarded
13 Metallica's respective rights and forced Metallica to incur substantial financial
14 losses, thereby inflicting substantial financial damage on Metallica. Underwriters
15 ignored Metallica's interests and concerns with the requisite intent to injure within
16 the meaning of California Civil Code section 3294. Therefore, Metallica is entitled to
17 recover punitive damages from Underwriters in an amount sufficient to punish and
18 make an example of Underwriters and to deter similar conduct in the future.

19 **THIRD CAUSE OF ACTION**

20 ***(Declaratory Relief Against Does 1 through 10)***

21 42. Metallica realleges and incorporates by reference paragraphs 1 through
22 28 above.

23 43. Metallica contends it is entitled to insurance coverage for the losses it
24 has suffered as a result of the postponement of the Shows. Metallica is informed and
25 believes, and on that basis alleges, that Does 1 through 10 dispute that Metallica is
26 entitled to such coverage. Therefore, an actual and justiciable controversy exists
27 between Metallica and Does 1 through 10 concerning the matters alleged herein.

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44. Metallica therefore seeks a judicial declaration as to the duties of Does 1 through 10 and confirming that Metallica contentions, as stated above, are correct. A declaration is necessary in order that the parties' dispute may be resolved and that they may be aware of their respective rights and duties.

PRAYER FOR RELIEF

WHEREFORE, Metallica prays for relief as follows:

ON THE FIRST CAUSE OF ACTION

- 1. For damages according to proof at the time of trial, plus interest;

ON THE SECOND CAUSE OF ACTION

- 2. For damages according to proof at the time of trial, including reasonable attorneys' fees incurred in obtaining the benefits due under the Policy, plus interest; and

- 3. For punitive damages in an amount to be determined at the time of trial;

ON THE THIRD CAUSE OF ACTION

- 4. For a declaration in accord with Metallica contentions stated above;

ON ALL CAUSES OF ACTION

- 5. For the costs of this lawsuit; and
- 6. For such other, further, or different relief as the Court may deem just and proper.

Dated: June 7, 2021

PASICH LLP

By: 

Kirk Pasich

Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Metallica hereby demands a trial by jury in this action.

Dated: June 7, 2021

PASICH LLP

By: 
Kirk Pasich

Attorneys for Plaintiff

PASICH^{LLP}

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EXHIBIT A



EC3
BROKERS

WWW.EC3BROKERS.COM



LOCKTON®

A black and white photograph of a concert crowd with their hands raised in the air, silhouetted against bright stage lights.

Non-Appearance Insurance

Confirmation of Cover Document

Frantic, Inc

29th August 2019 to 28th April 2020

CONTRACT DETAILS

UMR:	B1333ECB190291	
TYPE:	Cancellation, Abandonment and Non-Appearance Insurance	
FORM:	LMA 3120 (Amended)	
BROKER:	EC3 Brokers Limited, 3 rd Floor Cutlers Court, 115 Houndsditch, London, EC3A 7BR	
INSURED:	Frantic, Inc	
ADDRESS OF INSURED:	c/o WG&S, LLP, 10990 Wilshire Blvd, 8 th Floor Los Angeles, CA 90024	
INSURED PERSON(S):	Metallica	
INSURED EVENT(S):	Itinerary seen and agreed by Insurers	
PERIOD OF INSURANCE:	From: 29 th August 2019	@ 00.01 hours
	To: 28 th April 2020	@ 23.59 hours
	both days inclusive Local Standard Time at the location of the Insured Performance or Event.	
INTEREST:	Subject to the terms, conditions, limitations and exclusions contained herein or Endorsed hereon, this Insurance is to pay the Insured 85% of the Gross Guarantee(s), and to indemnify the Insured for 100% of Additional Costs, as set out in clauses 1.1 (as amended) and 1.2 of the attached policy wording, should any Insured Performance(s) or Event(s) specified in the Schedule be necessarily Cancelled, Abandoned, Postponed, Interrupted, Curtailed or Relocated.	
PERILS:	Death	Insured
	Accidental bodily injury to or illness	Insured
	Travel delay	Insured
	Adverse weather	Insured
	All other perils not specifically limited or excluded elsewhere in this Insurance	Insured
LIMIT OF INDEMNITY:	USD 7,225,000 representing 85% Guarantees	
DEDUCTIBLE:	Nil	
LOSS PAYEE:	None	
TERRITORIAL LIMITS:	Worldwide	
CONDITIONS:	Agreed wording as per Lloyds Contingency Non-Appearance policy LMA 3120 (Amended). <ol style="list-style-type: none"> 1. LMA 3100 Sanction Limitation and Exclusion Clause as attached 2. Named Person Extension as attached 3. Festival Clause as attached 4. US Terrorism LMA 5092 as attached 5. Amended to Pay Basis of Settlement Clause as attached 6. Additional Costs due to Accidental Corruption of Data as attached 7. Notwithstanding Exclusion 8.17, this Insurance extends to cover losses arising from National Mourning in respect of the President of the United States 	

8. Exclusion 8.3.4 is deleted and of no effect in respect of James Hetfield, Robert Trujillo, Lars Ulrich and Kirk Hammett
9. The following Management Personnel are added to the named person extension:
Tony DiCiccio; Marc Reiter; Cliff Burnstein; Peter Mensch; John Zajonk; Eric Johnson
10. A cancelled or postponed Insured Performance or Event that cannot be rescheduled to the same venue within 90 days of the original date is deemed to be cancelled in its entirety and no further obligation to reschedule will rest upon the Insured.

SUBJECTIVITIES: Declaration of Health to be provided by 30th November 2019 or Underwriters reserve the right to amend the terms and conditions

NOTICES: Lloyds Privacy Statement LSW1135B (for USA only) as Attached
California Surplus Lines Notice D2, LSW 1147D as attached
California Complaints Notice LMA 9136 as attached

EXPRESS WARRANTIES: None

CONDITIONS PRECEDENT: As stated in the Wording

CHOICE OF LAW AND JURISDICTION: Any dispute between the Insured and Insurers concerning the interpretation of this Policy shall be subject to the law of California and to the exclusive jurisdiction of any competent Court within the United States of America

POLICY LANGUAGE: It is understood and agreed by both the Insurers and the Insured that the Policy language shall be English

NOTICE OF LOSS: John Tomlinson
Lockton Companies
777 S. Figueroa, 52nd Floor
Los Angeles, CA 90017
CA License #OF15767

NOMINATED LOSS ADJUSTER: Mark Ballin
Claim Specialists International Ltd.
110 E. Wilshire Ave.
Suite G-12
Fullerton, CA 92832
001 (213) 347-0253

Or

Shaun Coyne
Hyperion Adjusters Limited
76/77 Watling Street
London
EC4M 9BJ
Tel: +44 (0) 207 236 8925

Or

Focus Claim and Risk Management Ltd
Global House

1 Ashley Avenue
Epsom KT18 5AD
Tel: (+44) 1372 253 150

**SERVICE OF SUIT
NOMINEE:**

Foley & Lardner LLP, 555 California Street, Suite 1700, San
Francisco, CA 94104-1520

RATE:

2.3275% Plus Surplus Lines Tax and Stamping Fee for the 2019 shows
2.50% Plus Surplus Lines Tax and Stamping Fee for the 2020 shows

PREMIUM:

USD 176,959.38 Plus Surplus Lines Tax and Stamping Fee

**PREMIUM PAYMENT
TERMS:**

The Insured are to pay EC3 Brokers Ltd the premium on or before the following dates:
1st Installment – 33.34% on 28th October 2019
2nd Installment – 33.33% on 27th December 2019
3rd Installment – 33.33% on 25th February 2019

**TAX PAYABLE
BY THE INSURED
AND ADMINISTERED
BY INSURERS:**

None

**RECORDING,
TRANSMITTING
AND STORING
INFORMATION:**

Where the Broker named herein maintains risk and claim data, information and/or
documents the Broker named herein may hold such data, information and/or
documents electronically.

**INSURER
CONTRACT
DOCUMENTATION:**

This contract details the correct terms entered into by the insurer(s) and constitutes
the contract document

INFORMATION

Number of Shows: 8

Location: USA and South America

Date of first Show: 6th September 2019

Commitments prior to the first Show: 5 shows remaining from European tour, 2 shows in USA and 8 shows in Australia and New Zealand.

Metallica is an American heavy metal band formed in Los Angeles, California in 1981.

Band Members:

James Hetfield – date of birth – 3rd August 1963 – Guitar and lead singer

Lars Ulrich – 26th December 1963 – Drummer

Kirk Hammett – 18th November 1962 – Guitarist

Robert Trujillo – 23rd October 1964 – Bassist

Touring History:

2019 – 25 concerts (5 remaining to be played as at 15/8/19)

2018 – 64 Concerts

2017 – 58 Concerts

2016 – 15 Concerts

2015 – 15 Concerts

2014 – 42 Concerts

Source: Songkick

Loss History:

2017 – Two shows in Copenhagen rescheduled due to James Hetfield suffering laryngitis

2014 – Cancelled Orion Music Festival due to clash with European tour

2011 – India date cancelled due to technical difficulties

2009 – One show in Stockholm cancelled due to James Hetfield suffering food poisoning

2003 – South American show cancelled due to exhaustion and Lars Ulrich suffering from rotator cuff injury

1992 – 6 shows rescheduled and 1 show cancelled due to James Hetfield suffering second and third degree burns to his left arm from a stage pyro

Otherwise not known or reported to EC3 Brokers

INSURED EVENT ITINERARY FORMING PART OF THE SCHEDULE OF INSURANCE

<u>Day</u>	<u>Date</u>	<u>Country</u>	<u>City</u>	<u>Venue</u>	<u>Total</u>	Sum Insured (85%)
Friday	September 6, 2019	USA	San Francisco, CA	Chase Center	\$ 1,250,000.00	\$ 1,062,500.00
Sunday	September 8, 2019	USA	San Francisco, CA	Chase Center	\$ 1,250,000.00	\$ 1,062,500.00
Wednesday	April 15, 2020	CL	Santiago	Estadio	\$ 1,000,000.00	\$ 850,000.00
Saturday	April 18, 2020	AR	Buenos Aires	Campo Argentino de Polo	\$ 1,000,000.00	\$ 850,000.00
Tuesday	April 21, 2020	BR	Porto Alegre	Arena do Gremio	\$ 1,000,000.00	\$ 850,000.00
Thursday	April 23, 2020	BR	Curitiba	Estadio Couto Pereira	\$ 1,000,000.00	\$ 850,000.00
Saturday	April 25, 2020	BR	Sao Paulo	Estadio do Morumbi	\$ 1,000,000.00	\$ 850,000.00
Monday	April 27, 2020	BR	Belo Horizonte	Estadio do Mineirao	\$ 1,000,000.00	\$ 850,000.00
TOTALS					\$8,500,000.00	\$7,225,000.00

SECURITY DETAILS

(RE)INSURERS LIABILITY

(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 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.

LMA3333 21 June 2007

ORDER HEREON: 100% of 100%

BASIS OF WRITTEN LINES: Percentage of Whole

BASIS OF SIGNED LINES: 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 insurance then all lines written by that date will be signed in full
- b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, 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

SIGNING PROVISIONS: In the absence of agreement to the contrary between the Insured and the Insurers, signed lines at the inception of this contract will be automatically calculated as follows:

In the event that Insurers' written lines hereon at inception exceed 100% (of order, if appropriate), then;

Those written lines marked "to stand" will stand as signed lines, and all other written lines will be signed down proportionately to three decimal places so that all signed lines including those marked "to stand" total 100%

In the event that the total of Insurers' written lines hereon at inception is less than or equal to 100% (of order if appropriate), all lines written by that date will be signed in full

The signed lines resulting from the application of the above provisions can be varied, before or after inception, provided that any variations are documented and agreed by all Insurers whose lines have been varied. The variation to the signed lines will take effect only when agreed by all relevant parties with the resulting variation taking effect from the date set out in the agreement.

UNDERWRITER AGREEMENT

Talbot Syndicate 1183

20%

Ref: ADG278937A19

Liberty Mutual Insurance Europe

20%

Ref: LOABUAGY001

BRIT Syndicate 2987 / 2988

16%

Ref: YFZ68F19A000

Munich RE Great Lakes Insurance SE

16%

Ref: F03178062019

Worldwide Hole 'N One Ltd

4%

Ref: B48027C91UXS

Pardus Underwriting Limited

24%

Ref: FOX00271519FO

FISCAL AND REGULATORY

TAX PAYABLE BY INSURERS(S):	None
COUNTRY OF ORIGIN:	USA
OVERSEAS BROKER:	Lockton Companies 777 S. Figueroa, 52 nd Floor Los Angeles, CA 90017 CA License No : 0F15767
SURPLUS LINES BROKER:	Lockton Companies 777 S. Figueroa, 52 nd Floor Los Angeles, CA 90017 CA License No : 0F15767
STATE OF FILING:	California
US CLASIFICATION:	US Surplus Lines
REGULATORY CLIENT CLASSIFICATION:	Commercial
ALLOCATION OF PREMIUM TO CODING:	PN- 100%
IS BUSINESS SUBJECT TO DISTANCE MARKETING DIRECTIVE RULES:	No
REGULATORY RISK LOCATION:	Various – Non-EEA

1. INSURING CLAUSE

In consideration of payment by the Insured of the full premium due and subject always to the terms, conditions, limitations and exclusions contained within or endorsed onto this Policy:

- 1.1. The Underwriters will indemnify the Insured for their Ascertained Net Loss arising from the Insured Event(s) being necessarily Cancelled, Abandoned, Postponed, Interrupted, Curtailed or Relocated.

Provided that:

- 1.1.1 the necessary Cancellation, Abandonment, Postponement, Interruption, Curtailment or Relocation is the sole and direct result of one or more of the Perils, as more fully described in 3 below; and
- 1.1.2 such Peril is stated in the Schedule to be insured; and
- 1.1.3 the cause of such Peril is beyond the control of:
- a) the Insured; and
 - b) each and every Insured Person; and
 - c) in respect of 3.5 below the Insured, the Insured Person and each and every other Participant.
- 1.1.4 the Peril which is the sole and direct cause of the necessary Cancellation, Abandonment, Postponement, Interruption, Curtailment or Relocation occurs during the Period of Insurance.
- 1.2 This Insurance also indemnifies the Insured for proven additional costs or charges reasonably and necessarily paid by the Insured to avoid or diminish a loss payable hereunder, provided such additional costs or charges do not exceed the amount of loss thereby avoided or diminished.
- 1.3 The Underwriters' maximum liability shall not exceed the Limit of Indemnity for the relevant Insured Event(s) nor the Aggregate Limit of Indemnity, both as stated in the Schedule.

2. DEDUCTIBLE

- 2.1 This Insurance is subject to the deductible stated in the Schedule which shall be retained by the Insured at its own risk and uninsured.

3. PERILS (only insured if stated in the Schedule and not specifically limited or excluded elsewhere in this Policy)

- 3.1 DEATH of any Insured Person.
- 3.2 ACCIDENTAL BODILY INJURY to or ILLNESS of any Insured Person which, in the opinion of an independent medical practitioner, prevents any Insured Person from appearing or continuing to appear in any or all of the Insured Events.

- 3.3 TRAVEL DELAY as a result of travel arrangements being irrevocably altered, resulting in the inability of any Insured Person to be at the Venue, provided always that such travel arrangements shall have been made so as to provide adequate time for arrival prior to the Insured Event.
- 3.4 ADVERSE WEATHER in respect of outdoor performances / events
- 3.5 ALL OTHER PERILS not specifically limited or excluded elsewhere in this Insurance.

4. DEFINITIONS

- 4.1 Abandonment or Abandoned means the inability to complete any Insured Event once commenced.
- 4.2 Ascertained Net Loss means such sums as represent:
 - 4.2.1 that part of Expenses declared in the Schedule which have been irrevocably expended in connection with any Insured Event which has been necessarily Cancelled, Abandoned, Postponed, Interrupted, Curtailed or Relocated, less such part of the Gross Revenue retained less any savings the Insured is able to effect to mitigate such loss

or

 - 4.2.2. the shortfall in the Gross Revenue declared in the Schedule which the Insured can demonstrate to the Underwriters' satisfaction would have been earned had the Insured Event taken place as originally planned and agreed, less any savings of expenditure effected.
- 4.3 Cancellation or Cancelled means the inability to proceed with any Insured Event prior to its commencement.
- 4.4 Communicable Disease means any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly.
- 4.5 Curtailment or Curtailed means the unavoidable partial closure of any Insured Event.
- 4.6 Expenses mean the total of all costs and charges which would have been incurred by the Insured in organising, running and providing services for the Insured Event had a loss not occurred.
- 4.7 Gross Revenue means all monies declared to and accepted by the Underwriters which would have been paid or payable to the Insured arising out of the Insured Event had a loss not occurred.
- 4.8 Insured Event means separately each individual event stated in the Schedule.
- 4.9 Insured Person means the individual(s) named in the Schedule.
- 4.10 Interruption or Interrupted means the inability of the Insured to keep open the whole or any part of the Insured Event after opening, followed by the reopening thereof.

- 4.11 Material Facts means those facts which the Underwriters conclude, in their sole discretion, are necessary for their determination of:
- 4.11.1 the acceptance or otherwise of the risk or any subsequent amendment;
or
 - 4.11.2 the premium; or
 - 4.11.3 the application of any additional Terms, Conditions, Exclusions Warranties and Limitations.
- 4.12 Participant means any party who is contracted by the Insured to perform a function critical to the successful fulfilment of the Insured Event.
- 4.13 Postponement or Postponed means the unavoidable deferment of the Insured Event another time.
- 4.14 Relocation or Relocated means the unavoidable removal of the Insured Event to another Venue.
- 4.15 Terrorism means an unlawful act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 4.16 Venue means the place where the Insured Event is to be held.
- 4.17 In consideration of the premium for the policy, it is hereby understood and agreed that Adverse Weather as insured by this policy is defined as extreme weather conditions which:
- a) Occur on the day(s) of the Event(s) and which are deemed by the Insured or event organiser on the day of the Event(s) to pose a serious threat to the safety of those attending the Event(s)
- And/or
- b) Occur during the Policy Period and which result in conditions which the local authority consider to pose a serious threat to the safety of those attending the Event(s)
- And/or
- c) Occur during the Policy Period and which prevent the Insured or the event organiser from undertaking the necessary set up to enable the Event(s) to proceed due to:
 - i. Concern for the safety of those responsible for the necessary set up, or
 - ii. Reasons of physical impossibility

In any claim and/or action, suit or proceeding to enforce a claim for a loss hereunder the burden of proving the loss results from Adverse Weather shall fall upon the Insured

5. CONDITIONS PRECEDENT

It is a condition precedent to any liability of the Underwriters that

- 5.1 the Insured has:
 - 5.1.1 truthfully declared all Material Facts having made all reasonable inquiries, including of any Insured Person, to establish those facts;
 - 5.1.2 established to its best knowledge and belief after making reasonable inquiry that no Insured Person has any physical or psychological medical condition or is undergoing any treatment, medical or otherwise, other than those disclosed in writing to the Underwriters prior to the inception of this Insurance and agreed by them in writing; and
 - 5.1.3 declared that all information contained in any completed Proposal Form and/or supplied to support such Proposal Form or other application for this Insurance is in all respects true and complete and unchanged at the inception of this Insurance. Further the Insured agrees that such information is material to the Underwriters' acceptance of this risk, and forms the basis of this Insurance and is incorporated herein.
- 5.2 each Insured Person is in all respects fit and able to fulfil the commitments insured herein;
- 5.3 coverage provided hereunder for any pre-existing physical or psychological medical condition disclosed to and accepted by the Underwriters pursuant to Section 5.1.2, shall cease from the beginning of this Insurance if the Insured Person fails to continue to follow any prescribed regime, medical or otherwise, essential to the Insured Person's well-being during the Period of Insurance;
- 5.4 the Insured has:
 - 5.4.1 no knowledge at the inception of this Insurance, of any undisclosed matter, fact or circumstance, actual or threatened, that increases or could increase the possibility of a loss under this Insurance;
 - 5.4.2 confirmed that no Insured Person has knowledge at inception, of any undisclosed matter, fact or circumstance, actual or threatened, that increases or could increase the possibility of a loss under this Insurance.
- 5.5 the Insured will at all times do all things necessary to avoid, diminish or otherwise mitigate a loss under this Insurance, including where appropriate rescheduling of the Insured Event;
- 5.6 the Insured shall, in the event of any happening or circumstance which could give rise to a claim, comply with Section 9.
- 5.7 in respect of Peril 3.4, Adverse Weather, the stage is covered by a roof and 3 sides and that all electrical equipment is protected from the effects of the weather

6. WARRANTIES

It is warranted that the Insured shall:

- 6.1 observe and comply with the requirements of any applicable law, ordinance, court or regulatory body.
- 6.2 make all necessary arrangements for the successful fulfilment of all Insured Events (which for the avoidance of doubt shall include, but not be limited to, the provision of sufficient allowances for travel time, set up and / or rehearsal time) in a prudent and timely manner.
- 6.3 ensure that all its necessary contractual arrangements have been made and confirmed in writing and that all necessary authorisations which for the avoidance of doubt shall include, but not be limited to, the obtaining of licences, permits, visas, copyright and patents are obtained in a timely manner and valid for the period of the Insured Event.

Failure to comply with any of the above warranties automatically discharges the Underwriters from all liability under this Insurance for loss(es) arising directly or indirectly out of or in connection with such breach.

7. GENERAL CONDITIONS

- 7.1 This Policy, the Schedule and any endorsements hereto shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy, the Schedule or any endorsement hereto shall bear such meaning wherever it may appear.
- 7.2 No other insurance shall be effected by the Insured to protect the interest insured hereunder without the prior written approval of the Underwriters. In the event that such other insurance is effected, the Underwriters reserve the right to amend the terms and conditions of this Insurance.
- 7.3 The premium for this Insurance and any cost or charge incurred in the formulation of a claim hereunder shall not be part of any Ascertained Net Loss and shall not be recoverable items.
- 7.4 This Insurance is non-cancellable by either party, other than by the Underwriters in the event of non payment of premium and there can be no return of premium unless otherwise stated in the Schedule.
- 7.5 All salvage, recoveries and payments due to the Insured will be applied as if recovered or received prior to settlement of the loss and all necessary adjustments will be made by the parties involved.
- 7.6 The Underwriters reserve the right to pursue an 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 Underwriters shall be subrogated to the extent of such payment to all the Insured's rights of recovery and the Insured shall fully cooperate with the Underwriters in the execution of all papers required and shall do everything that may otherwise be necessary to secure such rights.
- 7.7 No suit shall be brought upon this Insurance unless the Insured has complied with all the provisions of this Insurance and has commenced suit within twelve months after the loss occurs.

- 7.8 This Insurance and the coverage provided hereunder may not be assigned in whole or in part without the prior written consent of the Underwriters.
- 7.9 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(ies) detailed in the Schedule 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).
- 7.10 Any fraud, concealment, intentional misstatement or negligent statement relating to the information provided or in the making of a claim shall entitle the Underwriters to refuse payment of a claim or treat this Insurance as though it was void from its inception.
- 7.11 The Insured shall observe and fulfil the terms and conditions contained in this Policy or endorsed hereon.
- 7.12 The Insured shall maintain Insurance adequate to cover the full value of a total loss of Expenses (or Gross Revenue where this is specified in the Schedule as being insured) for each Insured Event separately, without any allowance for recoveries, savings or waivers unless agreed by the Underwriters. Should the Insured fail to do so then the Insured shall only be entitled to recover hereunder such proportion of said loss as the Limit of Indemnity for the loss affected Insured Event bears to the full value of said Insured Event.
- 7.13 The Insured shall maintain adequate records in connection with the subject matter insured hereunder.
- 7.14 This Insurance shall be subject to the applicable law specified in the Schedule.
- 7.15 It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States.

Nothing in this clause constitutes or should be understood to constitute a waiver of the Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or any State in the United States.

It is further agreed that service of process in such suit may be made upon the person or firm named in the Schedule and that in any suit instituted against any one of them upon this Insurance, the Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The said person or firm is authorized and directed to accept service on behalf of the Underwriters in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that he will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted. Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this Insurance, and hereby designate the person or firm named in the Schedule as the person to whom the said officer is authorized to mail such process or a

true copy thereof.

- 7.16 Any terms of this Insurance which may conflict with applicable statutes (or statutes deemed applicable by a court of competent jurisdiction) are amended to conform to the minimum requirements of such statutes.

In the event that any provision of this Insurance is found by a court of competent jurisdiction to be invalid or unenforceable, the other provisions of this insurance and the remainder of the provision in question shall not be affected thereby and shall remain in full force and effect.

8. EXCLUSIONS

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

- 8.1 Death, Accidental Bodily Injury or Illness of any person other than any Insured Person(s).
- 8.2 the non-appearance at an Insured Event of any person, other than an Insured Person(s).
- 8.3 the non-appearance at an Insured Event of any Insured Person due to:
 - 8.3.1 air travel other than travel as a passenger by a regular airline or multi-engined charter aircraft on a regular air route,
 - 8.3.2 any hazardous activity, feat or performance unless otherwise agreed in writing by the Underwriters,
 - 8.3.3 insufficient voice quality, unless directly due to illness contracted or accidental bodily injury occurring during the Period of Insurance,
 - 8.3.4 any pre-existing physical or psychological medical condition known to the Insured or Insured Person unless disclosed in writing to the Underwriters prior to the inception of this Insurance, and otherwise agreed in writing by the Underwriters,
 - 8.3.5 pregnancy or complications related thereto,
 - 8.3.6 suicide or the intentional self-inflicted injury of an Insured Person,
 - 8.3.7 the possession or use of illegal drugs by an Insured Person,
 - 8.3.8 the effects on an Insured Person of prescription drugs when not taken as medically prescribed,
 - 8.3.9 the consumption of alcohol which renders an Insured Person(s) unfit to perform contracted duties.
- 8.4 the Insured's or any Insured Person's lack of care, diligence or prudent behaviour, the result of which would increase the risk, and / or likelihood of a loss, hereunder.
- 8.5 any contractual dispute or breach by the Insured or any Insured Person or Participant.
- 8.6 changes to an Insured Event without the prior approval of the Underwriters.

- 8.7 any work being carried out which renders the Venue or its facilities unusable in whole or in part, unless such work is unknown to the Insured at the inception of this Insurance or at the time of making the booking whichever is the later.
- 8.8 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.
- 8.9 civil commotion assuming the proportions of or amounting to a popular uprising, riot, martial law or the act of any lawfully constituted authority in the furtherance of maintaining public order.
- 8.10 seizure or destruction under quarantine or customs regulations, confiscation, nationalisation or requisition (other than requisition following a natural catastrophe) or destruction of or damage to property including Venue, 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.
- 8.11 any order for repatriation, internment, imprisonment, deportation or the refusal of permit to enter any country where the Insured Event is to be held.
- 8.12 the effects of
- 8.12.1 ionising radiation or contamination or radioactivity from any nuclear material, including nuclear waste and by-products, used in or resulting from the fission and / or fusion of nuclear fuel,
 - 8.12.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
 - 8.12.3 nuclear reaction, nuclear radiation or radioactive contamination.
 - 8.12.4 seepage and/or pollution and/or contamination unless it is discovered during the Period of Insurance and is a direct cause of a loss hereunder.
- 8.13 the effects of
- 8.13.1 withdrawal, insufficiency or lack of finance howsoever caused,
 - 8.13.2 the financial failure of any venture,
 - 8.13.3 lack of or inadequate receipts, sales or profits of any venture,
 - 8.13.4 variations in the rate of exchange, rate of interest or stability of any currency,
 - 8.13.5 financial default, insolvency, or failure to pay of any person, corporation or entity, all (8.13.1 to 8.13.5) whether a party to this Insurance or otherwise.
 - 8.13.6 any reduction in attendance that is not specifically a consequence of the necessary Cancellation, Abandonment, Postponement, Interruption, Curtailment or Relocation of the Insured Event.
 - 8.13.7 lack of or inadequate attendance or insufficient interest prior to the date and time scheduled for the Insured Event.

- 8.14 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.
- 8.15 any Communicable Disease or fear or threat thereof, unless
 - 8.15.1 such Communicable Disease infects an Insured Person and such infection of an Insured Person is the sole and direct cause of the necessary Cancellation, Abandonment, Postponement, Interruption, Curtailment or Relocation of any Insured Event; or
 - 8.15.2 the Venue is closed by or under the order of any government or public or local authority as a sole and direct result of a Communicable Disease which originates and manifests itself within the confines of the Venue.
- 8.16 8.16.1 any act of Terrorism and / or the threat (whether actual or perceived) or fear thereof regardless of any other cause or event contributing concurrently or in any sequence to the loss; or
 - 8.16.2 any loss resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism or fear thereof.
- 8.17 national, court or religious mourning whether declared or otherwise, as a result of the death of any individual who was aged over 70 years on the first day of the Period of Insurance.
- 8.18 any happening which is insured by or would, but for the existence of this Insurance, be insured by any other insurance(s) except for any excess beyond the amount which would have been payable under such other insurance(s) had this Insurance not been effected.

9. CLAIMS PROCEDURE

It is a condition precedent to any liability of the Underwriters that in the event of any happening or circumstance which could give rise to a claim under this Insurance, the Insured shall:

- 9.1 not misrepresent or conceal facts in the making of a claim.
- 9.2 9.2.1 give notice, in writing, as soon as reasonably practicable, to the party(ies) designated in the Schedule,
 - 9.2.2 confirm the facts in writing as soon as possible, with as much information and detail as available,
 - 9.2.3 forward immediately to the Underwriters or their representatives any letter, writ or other document received in connection with any claim made under this Insurance,
 - 9.2.4 provide the Underwriters or their appointed representatives with:
 - a) all necessary assistance in a timely manner,
 - b) all required medical information,

- c) all further information required,
 - d) all documentation and records necessary to establish and assess the full amount of any indemnity that may be due hereunder and copies or extracts as may be required,
- 9.2.5 take all steps to minimise, avoid or otherwise mitigate any loss hereunder,
- 9.2.6 prove the loss to the satisfaction of the Underwriters,
- 9.2.7 make no admission of liability or settlement without the prior written consent of the Underwriters.
- 9.3 as often as may be reasonably required submit to examination under oath on all matters connected with a claim, by any person named by the Underwriters at such reasonable time and place as may be designated by the Underwriters or their representatives.
- So far as is in its power the Insured shall cause its employees and all other persons interested in the Insured Event, to comply with the foregoing.
- No such examination under oath or examination of books or documents, nor any other act of the Underwriters or their representatives in connection with any investigation hereunder, shall be deemed a waiver of any defence which the Underwriters might otherwise have. All such examinations and acts shall be deemed to have been made or done without prejudice to the Underwriters' liability.
- 9.4 as soon as is practicable provide to the Underwriters or their representative a signed and sworn proof of loss, in such form as may be required by the Underwriters, to substantiate the occurrence, nature, cause and amount of loss claimed under this Insurance.
- 9.5 allow the Underwriters the right, if they so wish, to:
- 9.5.1 take such steps as they deem necessary to prevent, mitigate or minimise a loss.
 - 9.5.2 take over and conduct the defence or settlement of claims made against the Insured that may be covered by this Insurance.
 - 9.5.3 pursue all rights or remedies available to the Insured whether or not payment has been made hereunder.
- 10.5.4 require independent medical examination of any Insured Person who gives rise to a claim hereunder.

SUPPLEMENTRY CONDITIONS:

1. SANCTION, LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA 3100

2. FAMILY AND/OR NAMED PERSON(S) EXTENSION (Amended).

Exclusion 8.1 is amended to read as follows:

8.1 DEATH, ACCIDENT, ILLNESS of any individual person other than any Insured Person, unless the non-appearance of the Insured Person is the sole and direct result of the sudden and unforeseen

1. death of
2. life threatening accident to
3. manifestation of life threatening Illness in

Either of the Insured Persons partner, spouse, mother, father, children, sibling, step, half and adopted inclusive, grandparents, grandchildren and the in-laws of the Insured Person aged 70 or under.

It is further noted that;

- a) For named persons aged 71 to 80 Inclusive cover is restricted to accidental death only
- b) For named persons aged 81 or over cover is excluded hereunder
- c) for named persons under the age of 16 years, who contracts mumps, chicken pox, measles, German measles, whooping cough, scarlet fever, tonsillitis or diphtheria is excluded.

No loss shall be payable hereunder consequent upon death, accident or illness arising from, traceable to or accelerated by any condition for which the Named Person(s) has received or been recommended medical attention within the 60 months immediately prior to inception, and it is agreed this Exclusion replaces Exclusion 8.3.4 in the policy wording in respect of the Named Person Extension only

3. FESTIVAL CLAUSE

This Insurance will respond in the event a performance at a festival or multi-act event is cancelled, even though the festival or multi-act event still takes place.

4. U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED CLAUSE

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

21/12/2007

LMA5092

Form approved by Lloyd's Market Association

5. ADDITIONAL COSTS DUE TO ACCIDENTAL CORRUPTION TO DATA

This policy extends to provide cover for any proven necessary additional costs incurred to re-instate any accidental loss of or accidental corruption to the Insured Person's data necessary to perform the Insured Event(s). This extension in cover is subject to an aggregate Limit of Indemnity of USD 100,000 in any 12 month Policy Period.

6. AMENDED TO PAY BASIS OF SETTLEMENT

Clauses 1.1 and 1.2 of the Insuring Clause are amended to read:

- 1.1 The Underwriters will pay the Insured for the proportion of their legally contracted guarantees as shown under the Limit of Indemnity, which will not be received under their contract, should the Insured Event(s) be necessarily Cancelled, Abandoned, Postponed, Interrupted, Curtailed or Relocated.

Provided that:

- 1.1.1 the necessary Cancellation, Abandonment, Postponement, Interruption, Curtailment or Relocation is the sole and direct result of one or more of the Perils, as more fully described in 3 below; and
- 1.1.2 such Peril is stated in the Schedule to be insured; and
- 1.1.3 the cause of such Peril is beyond the control of:
- a) the Insured; and
 - b) each and every Insured Person; and
 - c) in respect of 3.5 below the Insured, the Insured Person and each and every other Participant.
- 1.1.4 the Peril which is the sole and direct cause of the necessary Cancellation, Abandonment, Postponement, Interruption, Curtailment or Relocation occurs during the Period of Insurance.
- 1.2 This Insurance also indemnifies the Insured for 100% of proven additional costs or charges reasonably and necessarily paid by the Insured to avoid or diminish a loss payable hereunder, provided such additional costs or charges do not exceed the amount of loss thereby avoided or diminished.

It is also noted and agreed that:

- a) any savings enjoyed by the Insured following a Cancellation shall not be taken into account when paying a claim;
- b) Definitions 4.2, 4.6 and 4.7 are deleted and are of no effect;
- c) General Condition 7.12 is deleted and is of no effect.

LLOYD'S PRIVACY POLICY STATEMENT

UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

06/03

LSW1135B

SURPLUS LINES NOTICE:

1. THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.
2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.
3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.
4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER 1-800-927-4357. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEB SITE AT WWW.NAIC.ORG.
5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.
6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.
7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.
8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU

07/11

LSW1147D

CALIFORNIA COMPLAINTS NOTICE

To request assistance or make an initial complaint, you should contact Lockton Insurance Brokers, LLC at:

Lockton Insurance Brokers, LLC
777 S. Figueroa, 52nd Floor
Los Angeles, CA 90017
213-689-2389

In the alternative, or if you are dissatisfied with the resolution of your complaint by the above party, you may wish to contact the Lloyd's Complaints Department at:

Lloyd's Complaints Department
c/o Lloyd's America Inc.
25 West 53rd Street, 14th Floor
New York, NY 10019
USA

Phone: 1-844-849-7828
Fax: 1-800-481-3121
Email: complaints@lloyds.com

The California Department of Insurance should be contacted only after discussions with the insurer, its agent, or representative, have failed to produce a satisfactory resolution. You may contact the California Department of Insurance to obtain information on your rights or make a complaint at:

Consumer Hotline
1-800-927-4357 (HELP)

TDD Number
1-800-482-4833 (TTY)

California Department of Insurance
Consumer Services Division
300 South Spring Street, South Tower
Los Angeles, CA 90013

COMPLAINTS PROCEDURE

EC3 Brokers and the Insurers are committed to providing an efficient service to Clients at all times, however we do realise that occasionally things can go wrong. All complaints are taken seriously and issues you may have are dealt with promptly and fairly.

The parties are free to choose the law applicable to the Insurance contract. Unless specifically agrees to the contrary this insurance shall be subject to the law and jurisdiction stated in the Schedule.

Complaints, either written or telephoned (whichever you prefer), should be addressed in the first instance to EC3 Brokers and the matter will immediately be brought to the attention of a Director who the complaint accordingly, acknowledging within 5 business days the receipt of your complaint, the name with the complaint and when you can expect to receive a response. The response will be within 20 business days.

If the complaint is sufficiently complicated to warrant longer investigation, EC3 Brokers will advise you accordingly, informing you of the reasons why the complaint has been unable to be resolved and when you can expect a final response.

If this Insurance Contract is insured by or on behalf of Lloyd's

If you are not satisfied with the way a complaint has been dealt with and it concerns the decision of certain Underwriters at Lloyd's and you are an individual or a business with a group turnover of less than GBP 1million, a charity with an income of less than GBP 1million or a Trustee of a trust with a net asset of less than GBP 1million you may ask the Complaints Department at Lloyd's to review your case without prejudice to your rights in law. The address is:

Complaints Department,
Lloyd's,
One Lime Street,
London
EC3M 7HA Telephone: 020 7327 5693 For international calls +44 (0) 20 7327 5693

If you are a business, a charity or a Trustee of a trust which does not meet the above criteria you may contact the manager of the office of the Insurer that provides the insurance cover who will inform you of their Complaints Procedure.

In the case of either certain Underwriters at Lloyd's and/or Insurance Companies, EC3 Brokers will on request provide you with the necessary contact details.

The Financial Ombudsman Service

If, after following the above procedures, your complaint has not been resolved to your satisfaction and you are an individual or a business with a group turnover of less than GBP1million, a charity with an income of less than GBP 1million or a Trustee of a trust with a net asset of less than GBP 1million you have the right to refer the matter to the Financial Ombudsman Service, at the following address:

Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London
E14 9SR Telephone: 0845 0801 800 For international calls +44 (0) 20 7964 1000

The Financial Ombudsman Service will only consider a complaint if you are eligible complainant and if The Insurer and/or Lloyd's Complaints Department have been given the opportunity to resolve it and The Insurer and/or Lloyd's Complaints Department have sent you a final response letter and You have referred your complaint to the Financial Ombudsman Service within 6 months of the Insurer's and/or Lloyd's Complaints Department's final response letter or if they have not responded to your complaint with a decision within 40 days.

Complaints against EC3 Brokers Limited

If your complaint concerns the way EC3 Brokers have handled a particular insurance and you cannot settle your complaint with us and you are eligible complainant you may refer it to the Financial Ombudsman Service at the above address. *Whilst the Insurers and EC3 Brokers will be bound by the decision of the Financial Ombudsman Service you are not. Following this complaints procedure will not affect your right to take legal action.* Please always quote your Unique Market Number as it will help to deal with your complaint promptly.



EC3 Brokers Ltd
Third Floor, Cutlers Court
115 Houndsditch
London, EC3A 7BR

6th December 2019

Lockton Companies
777 S Figueroa 52nd Floor
Los Angeles
CA 90017

Certificate of Insurance

Unique Market Reference: B1333ECB190291
Endorsement Reference: 003
Insured: Frantic Inc
Insured Person: Metallica
Type: Cancellation, Abandonment and Non-Appearance Insurance

Contract Changes

It is hereby noted and agreed that with effect from 30th November 2019 UMR B1333ECB190291 is amended as follows:

Declarations of Health attached for:

- Robert Trujillo – dated 22/11/19
- Kirk Lee Hammett – dated 22/11/19
- Lars Ulrich – dated 25/11/19

Are noted and agreed by underwriters, subjectivity in respect of the above is deemed complied with.

With effect from 30th November 2019 James Hetfield is removed as an insured person.