

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS**

U.S. Specialty Insurance Company,

Plaintiff,

v.

Gartner Group, Inc.,

Defendant.

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Civil Action No. _____

COMPLAINT FOR DECLARATORY JUDGMENT

Plaintiff U.S. Specialty Insurance Company (“USSIC”) files this Complaint for Declaratory Judgment against Defendant Gartner Group, Inc. (“Gartner”) and alleges as follows:

INTRODUCTION

1. This insurance coverage dispute concerns the parties’ rights and obligations under an event cancellation policy, Policy No. U-19/7004347 (the “Policy”),¹ issued by USSIC to Gartner. USSIC has confirmed acceptance of claims that potentially exhaust the Policy’s Aggregate Limit of Indemnity of “\$150,000,000 in all.” Gartner, which represents that it may have suffered losses in excess of this amount due to the COVID-19 global pandemic, takes the position that it has the right to coverage in excess of the Policy’s Aggregate Limit of Indemnity. However, the Policy does not entitle Gartner to coverage in excess of the Aggregate Limit of Indemnity.

2. Gartner is a global research and advisory company that, among other activities, organizes and stages events and conferences at numerous locations throughout the world. In February 2020, under the terms of the Policy, Gartner provided USSIC a Schedule of Events

¹ The Policy is attached to this Complaint for Declaratory Judgment as Exhibit A.

indicating that the value of all shows scheduled for 2020 exceeds \$400 million—well in excess of the Policy’s Aggregate Limit of Indemnity.

3. In prior years, Gartner purchased coverage for the full value of all its shows. Beginning in 2005, however, Gartner began purchasing a “first loss” policy from USSIC that covers less than the entire risk to Gartner. Gartner may have judged that the risk of a total loss was extremely unlikely. And for fifteen years, Gartner’s judgment proved accurate. Everything changed in 2020 when the COVID-19 global pandemic resulted in the cancellation or postponement of all shows in all locations throughout the world, for an extended period of months.

4. USSIC has honored its obligations under the Policy and accepted claims that could exceed \$150 million—the Policy’s Aggregate Limit of Indemnity for the 2020 policy year—subject to a full coverage review when Gartner provides further documentation. No provision of the Policy entitles Gartner to increase the Aggregate Limit of Indemnity. Moreover, although the Policy permits Gartner to secure additional coverage (within the Aggregate Limit of Indemnity) in some circumstances, the Policy does not permit Gartner to secure additional coverage where, prior to inception of that coverage, Gartner was aware of circumstances—such as the COVID-19 pandemic—that may lead to a claim. Indeed, permitting Gartner to obtain increased coverage for additional COVID-19 losses would be against public policy and violate the well-established fortuity doctrine.

5. In this action, USSIC seeks a determination that Gartner is not entitled to payment of claims for the 2020 policy year in excess of \$150,000,000, the Policy’s Aggregate Limit of Indemnity and, alternatively, that Gartner cannot increase limits of indemnity for losses arising from the COVID-19 pandemic.

THE PARTIES

6. Plaintiff USSIC is a specialty insurance group that issued an event cancellation insurance policy to Gartner. USSIC is incorporated in Texas, and its principal place of business is in Houston, Texas.

7. Defendant Gartner is incorporated in Delaware and its principal place of business is in Stamford, Connecticut. Gartner may be served through its registered agent, Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701-3136.

JURISDICTION AND VENUE

8. This court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§ 1332(a) and 2201 because USSIC is neither incorporated in nor has its principal place of business in the same state as Gartner, and USSIC seeks a declaratory judgment determining the parties' respective rights and obligations with regards to an amount in controversy exceeding \$75,000.

9. Venue is proper under 28 U.S.C. § 1391 because Gartner maintains an office in this district at 11490 Westheimer Road, Suite 240, Houston, Texas 77077.

FACTUAL ALLEGATIONS

I. Gartner Obtained Event Cancellation Insurance

10. Gartner is a global research and advisory company that serves 15,600 client organizations throughout the world. Each year, Gartner organizes multiple events and conferences related to human resources, information technology, legal, marketing, and sales. In 2019, Gartner reported that its conference business segment had a revenue growth of 18% with a conference attendance growth of 8%.

11. Since at least October 2004, USSIC has issued Gartner event cancellation policies to cover these meetings and conferences. The policies have been negotiated through Gartner's insurance broker, first Marsh, and later Aon, which is Gartner's current insurance broker.

12. During the time that Marsh was Gartner's broker, USSIC issued Gartner event cancellation insurance for the full value of its shows. However, when Aon became Gartner's broker, Aon negotiated a loss limit event cancellation policy that insured only a percentage of the Limits of Indemnity for Shows, which resulted in a lower premium charged to Gartner.

13. Near the end of October 2019, Aon began negotiating the terms of the Policy with USSIC. The negotiations continued through December 2019, and USSIC issued the Policy effective December 31, 2019.

14. On February 1, 2020, under the terms of the Policy, Gartner provided USSIC with a Schedule of Events for all Shows that Gartner intended to host through December 31, 2020. On April 7, 2020, USSIC issued Endorsement No. 5 that amended the Schedule of Events by adding two Shows, which were made subject to a coronavirus exclusion. The cumulative Limit of Indemnity for all Shows listed on the 2020 schedule exceeded \$400 million—well in excess of the Policy's Aggregate Limit of Indemnity.

II. The COVID-19 Pandemic Triggered Widespread Cancellations of Events

15. Due to the COVID-19 pandemic, Gartner already has cancelled or postponed over 50 of the 64 shows scheduled for 2020. USSIC preliminarily has accepted claims for events through August 2020, subject to a full coverage review when the documentation is received, that total as much as \$164,743,000 in potential aggregate proceeds. This figure is uncertain because Gartner has not provided USSIC or its adjuster with information that would permit USSIC to assess indemnity, even preliminarily.

16. Gartner’s broker, Aon, has identified 45 cancelled events in 2020, totaling \$176,119,697 in Limits of Indemnity; 8 postponed events in 2020, totaling \$79,652,949 in Limits of Indemnity; and 10 events Gartner presently intends to hold as scheduled in 2020, totaling \$172,544,787 in Limits of Indemnity.

III. The Policy

A. Coverage Provision

17. **Insuring Agreement.** Section I of the Policy (Show Cancellation) provides, in relevant part, that “[t]his insurance indemnifies the Insured against any non-excluded loss occurring subsequent to the Effective Date resulting in the ... Cancellation, Curtailment, Postponement, Interruption, Relocation/Removal to Alternative Premises, or Abandonment of a Show.”

18. The Policy defines all of these covered events to mean “the inability of the Insured to open, keep open, or otherwise maintain the Show in whole or in part for its intent, scope and duration.”

19. The Policy identifies the Shows for the 2020 policy period as those set forth in the Schedule of Events provided by Gartner on February 1, 2020.

B. Limits

20. The Policy includes the following provisions addressing the Policy limits.

21. Aggregate Limit of Indemnity

- a. [2020]: \$150,000,000 in all
- b. [2021]: \$150,000,000 in all
\$300,000,000 in all.

22. **Limit of Indemnity.** Defined in the Policy as “Up to but not exceeding the Limit of Indemnity for each Show as stated in Item No. 7 below, *subject to the Aggregate Limit of Indemnity* as stated in Item No. 8.” (Emphasis added.) The Schedule of Events, in turn, identifies a Limit of Indemnity per Show.

23. **Increase in Limits of Indemnity.** Section 9 of the General Conditions and Warranties (Increase in Limits of Indemnity) provides:

It is understood and agreed that the Aggregate Limit of Indemnity is a loss limit and may not be sufficient to cover the aggregate value of all Shows. At any time prior to commencement of a Show or Shows the Insured can apply in writing for increased indemnity limits based upon revised financial estimates of Gross Revenues, Expenses or Commitments, provided that there is no circumstance(s) known by the insured which may give rise to a claim with respect to such Show or Shows declared to this insurance. Insured as used herein means the Risk Manager, CEO, CFO, or General Counsel of the Named Insured. It is understood and agreed that if Gross Revenues, Expenses or Commitments for any one, several or all Shows as per Item 7 of the Declarations increases in value by a factor of 10% or less, there will be no change in premium and the Limit of Indemnity for any one, several or all Shows as per Item 7 of the Declarations automatically increase accordingly.

24. **Reinstatement of Limits.** Section 12 of the General Conditions and Warranties (Reinstatement of Original Limit of Liability) provides:

This insurance is extended to cover a Show if it is Cancelled, Abandoned, Postponed, Interrupted, Curtailed or Relocated. The Company agrees to reinstate that part of the Limit of Indemnity shown in the Schedule utilized by way of any potential or actual loss payment under this insurance at the sole option of the Insured. If the Insured opts to reinstate the Limit of Indemnity then the additional premium payable is calculated at 100% of the original premium multiplied by that portion of the Limit of Indemnity reinstated. Furthermore, if the Limit of Indemnity reinstated exceeds the ultimate settled loss then the Company agrees to a return premium for the difference calculated in accordance with the foregoing. The maximum amount that can be reinstated shall not exceed \$150,000,000.

C. Calculation of Loss

25. The Policy section entitled “Calculation of Loss – Gross Revenue” provides that Losses covered under Section I (Show Cancellation) shall be determined as “the greater of”:

- i. the loss of Gross Revenue that would have been received in the absence of the covered loss, whether or not the insured is obligated by contract or otherwise to return such Gross Revenue, plus the insured's loss from Commitments, less recoveries made and any necessary Expenses not incurred. Pro-rata return of any part of Gross Revenue in connection with a Show shall be considered as loss of Gross Revenue; or
- ii. the total of Expenses incurred plus loss of Commitments, less any recoveries obtained, and less Gross Revenue retained after refunds, whether or not the insured is obligated by contract or otherwise to return such Gross Revenue; and
- iii. with respect to (i) and (ii) above the reasonable cost incurred, agreed, or committed by the Insured to avoid, diminish, or mitigate the extent, scope or possibility of a loss including costs to reschedule and or remarket a Show. Such costs include but are not limited to: extra expense, transportation, accommodation, Commitments, incentives, advertising, promotion, marketing and public relations Expenses. The cost of such action is in addition to the limit of liability.

D. Exclusions

26. The Policy provides that “this insurance does not cover loss arising directly as a result of,” among other things:

Circumstances existing prior to the inception of this insurance known by the Insured that could result in a loss unless the Insured had advised [USSIC] of such circumstance and the Company accepted the risk by endorsement attached hereto and that any additional premium required has been paid by the Insured. For the purposes of this exclusion, insured means the Risk Manager, CEO, CFO or General Counsel of the Named Insured.

IV. Gartner Requests Reinstatement

27. On May 12, 2020, Gartner submitted a request for reinstatement of the Limits of Indemnity under the Policy. Gartner has asserted that it is entitled to reinstate limits of indemnity with respect to cancelled or postponed Shows, and to use those limits for claims on separate and unrelated Shows, consequently increasing coverage for 2020 such that it would exceed the Policy's Aggregate Limit of Indemnity for 2020 losses.

CAUSES OF ACTION

28. USSIC reasserts and incorporates by reference the preceding paragraphs as if fully set forth herein.

29. USSIC and Gartner are interested parties under the Policy. An actual case or controversy exists between the parties whether, under the circumstances set forth above, Gartner is entitled to reinstate coverage under the terms, conditions, and exclusions of the Policy, and if it is, how much coverage Gartner is entitled to reinstate.

30. Accordingly, pursuant to 28 U.S.C. § 2201, *et seq.*, USSIC respectfully requests that this Court issue the following judicial declarations to terminate the uncertainty or controversy giving rise to this proceeding.

COUNT I

**LIABILITY UNDER THE POLICY FOR 2020 LOSSES MAY NOT EXCEED THE
AGGREGATE LIMIT OF INDEMNITY OF \$150,000,000 IN ALL**

1. USSIC reasserts and incorporates by reference the preceding paragraphs as if fully set forth herein.

2. Item 8 of the Declarations states that the Aggregate Limit of Indemnity for each period of coverage is \$150,000,000 “in all.” Although certain provisions in the Policy address reinstating or increasing limits for an individual Show or for multiple Shows, no provision permits Gartner to increase the Aggregate Limit of Indemnity. Instead, the Policy sets \$150,000,000 as a hard cap, as indicated by the words “in all.”

3. Accordingly, the most USSIC could ever be required to pay for losses in each coverage period is \$150,000,000. Nothing short of a retroactive endorsement amending Item 8 can alter the Aggregate Limit of Liability.

4. USSIC is entitled to a declaration that Condition 12 of the Policy only permits reinstatement of Policy Limits of Indemnity up to the Aggregate Limit of Indemnity for each period of coverage, and no more than \$150,000,000 in all.

5. There is no adequate remedy, other than that requested herein, by which the controversy may be resolved.

6. The Policy provides for reinstatement of “that part of the Limit of Indemnity shown in the Schedule [of Events] utilized by way of any potential or actual Loss payment[.]”

7. No loss payment has occurred, and Gartner has not provided preliminary claim information necessary to evaluate the potential amount of each claim.

8. Accordingly, Condition 12 of the Policy (Reinstatement of Original Limit of Liability) has not triggered and Gartner’s request for reinstatement is premature.

9. In any event, Condition 12 of the Policy allows Gartner only to reinstate that part of the Limit of Indemnity for a specific Show, that has been eroded by a potential or actual loss payment for the Show. For instance, if Gartner must cancel a show and reschedule it for a later date, incurring some loss for which it has or will receive a loss payment, Condition 12 permits Gartner to reinstate the portion of the limit that potentially or actually has been eroded.

10. USSIC is entitled to a declaration that Condition 12 of the Policy only authorizes Gartner to reinstate that part of the original Limit of Indemnity of a Show, as shown in the Schedule of Events, eroded by way of potential or actual loss payment.

11. There is no adequate remedy, other than that requested herein, by which the controversy may be resolved.

COUNT II

GARTNER CANNOT INCREASE LIMITS OF INDEMNITY FOR LOSSES ARISING FROM THE COVID-19 PANDEMIC

12. USSIC reasserts and incorporates by reference the preceding paragraphs as if fully set forth herein.

13. The known loss rule is a principle of insurance which states that coverage may not be obtained for a loss that has already occurred or is certain to occur and/or that is known to the person seeking to obtain the coverage.

14. The fortuity doctrine similarly holds that insurance is not available for losses that the policyholder knows of, planned, intended, or is aware are substantially certain to occur.

15. The Policy contemplates that Gartner cannot increase Limits of Liability for a loss that already has occurred or is in progress. For instance, Condition 9 provides that:

At any time prior to commencement of a Show or Shows the Insured can apply in writing for increased indemnity limits ... provided that there is no circumstance(s) known by the insured which may give rise to a claim with respect to such Show or Shows declared to this insurance. Insured as used herein means the Risk Manager, CEO, CFO or General Counsel of the Named Insured.

16. This provision makes clear that USSIC did not intend the Policy to permit an increase in Limits of Indemnity to cover additional claims arising from a circumstance already known to the insured at the time the insured requests an increase. Gartner recognized this principle when it agreed to a coronavirus exclusion for the two Shows it added to the Schedule of Events in April 2020.

17. Permitting Gartner to obtain increased coverage for a loss in progress would be contrary to public policy and the fortuity doctrine, which does not permit an insured to purchase or benefit from an insurance policy if the insured knew or expected a loss to occur.

18. Even if Paragraph 12 of the General Conditions and Warranties could be read to entitle Gartner to reinstate and thereby somehow increase the Aggregate Limit of Liability of \$150,000,000—which it cannot—Condition 12 is nevertheless subject to Exclusion 2(b), which excludes any loss resulting from

[c]ircumstances existing prior to the inception of this insurance known by the Insured that could result in a loss unless the Insured had advised the Company of such circumstances and the Company accepted the risk by endorsement attached hereto and that any additional premium required has been paid by the Insured. For the purposes of this exclusion, insured means the Risk Manager, CEO, CFO or General Counsel of the Named Insured.

19. As coverage under the requested reinstatement has not incepted, and the COVID-19 pandemic is well known to Gartner, reinstatement is not available under Condition 12 to cover cancellations due to the pandemic.

20. USSIC is entitled to a declaration that Gartner cannot increase Limits of Indemnity for losses arising from the COVID-19 pandemic.

21. There is no adequate remedy, other than that requested herein, by which the controversy may be resolved.

PRAYER

WHEREFORE, USSIC respectfully requests that the Court enter a judgment:

a) declaring that reinstatement of Policy Limits of Indemnity cannot exceed the Aggregate Limit of Indemnity for each period of coverage;

b) declaring that Gartner cannot increase limits of indemnity for losses arising from the COVID-19 pandemic;

c) awarding USSIC its attorneys' fees and costs to the extent allowed by law; and

d) awarding all other and further relief as the Court deems just and proper.

Dated: May 27, 2020

Respectfully submitted,

NORTON ROSE FULBRIGHT US LLP

s/ Gerard G. Pecht

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EXHIBIT A



U . S . S P E C I A L T Y I N S U R A N C E C O M P A N Y

13403 Northwest Freeway
Houston, Texas, 77040

YOUR INSURANCE POLICY

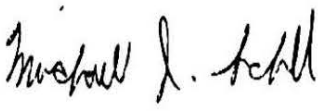
From

Tokio Marine HCC –Specialty Group

THIS POLICY CONSISTS OF:

- **DECLARATIONS**
- **COVERAGE FORM**
- **APPLICABLE ENDORSEMENTS**

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

BY: 

Michael J. Schell
PRESIDENT AND CEO



Alexander Ludlow
SECRETARY

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

DECLARATIONS PAGE

- 1. Name and Address of the Insured:** Gartner Group, Inc.
291 Broadway, Suite 901
New York, NY 10007
- 2. Effective Date:** a) Shows attaching during the period:
From 12:01 a.m. December 30, 2019
To 12:01 a.m. December 31, 2020

b) Shows attaching during the period:
From 12:01 a.m. January 1, 2021
To 12:01 a.m. December 31, 2021
- 3. Limit of Indemnity:** Up to but not exceeding the Limit of Indemnity for each Show as stated in Item No. 7 below, subject to the Aggregate Limit of Indemnity as stated in Item No. 8.
- 4. Deductible:** Nil
- 5. Premium:** a) \$1,413,670
b) \$1,413,670**
- All notices including renewal, **cancellation**, amendments, modifications, or endorsements to this policy will be sent to **John Riley c/o Gartner Group Inc. 56 Top Gallant Road, Stamford, CT 60902**
- ** It is agreed that the Insured will provide the Schedule of Shows for each policy year as per Item 7 of the Declarations. Premium rates for 2020 and 2021 policy years are guaranteed. and can only change if the total value of Shows declared to the policy change. The agreed composite premium rate is 0.37525% of insured value declared to the policy.
- 6. Premium Due Date:**a) \$1,130,936 is due 12/30/19 and \$282,734 balance of 2020 Premium is due 3/1/20; and

b) \$1,130,936 is due 1/1/21 and \$282,734 balance of 2020 Premium is due 3/1/21.
- 7. Show(s):** a) As Per the Attached 2020 Schedule. Actual 2020 Schedule of Shows to be reported by Feb. 1, 2020.

b) As Per the Attached 2021 Schedule. Actual 2021 Schedule of Shows to be reported by Feb. 1, 2021.

- 8. Aggregate Limit of Indemnity:**
- a) \$ 150,000,000 in all
 - b) \$ 150,000,000 in all
- \$300,000,000 in all

In consideration of the premium paid; and subject to the definitions, terms, conditions, exclusions and the limit of indemnity as set forth herein this insurance provides coverage as shown.

Section I Show Cancellation

INSURING AGREEMENT AND LIMITS OF LIABILITY

This insurance indemnifies the Insured against any non-excluded loss occurring subsequent to the **Effective Date** resulting in the:

1. **Cancellation, Curtailment, Postponement, Interruption, Relocation/Removal to Alternative Premises, or Abandonment of a Show; or**
2. Non-Appearance of a principal speaker or entertainer when such Non-Appearance is solely and directly caused by accident, sickness, death or unavoidable travel delay.
3. Failure by the Insured to vacate the **Show's** facility at the termination of tenancy; or
4. **Enforced Reduced Attendance;**

Calculation of Loss – Gross Revenue

Loss shall be determined as follows:

1. In respect of losses covered under Section I **Show Cancellation** 1. 2. or 4. the greater of:
 - (i) the loss of **Gross Revenue** that would have been received in the absence of the covered loss, whether or not the insured is obligated by contract or otherwise to return such **Gross Revenue**, plus the insured's loss from **Commitments**, less recoveries made and any necessary **Expenses** not incurred. Pro-rata return of any part of **Gross Revenue** in connection with a **Show** shall be considered as loss of **Gross Revenue**; or
 - (ii) the total of **Expenses** incurred plus loss of **Commitments**, less any recoveries obtained, and less **Gross Revenue** retained after refunds, whether or not the insured is obligated by contract or otherwise to return such **Gross Revenue**; and
 - (iii) with respect to (i) and (ii) above the reasonable cost incurred, agreed, or committed by the Insured to avoid, diminish, or mitigate the extent, scope or

possibility of a loss including costs to reschedule and or remarket a **Show**. Such costs include but are not limited to: extra expense, transportation, accommodation, **Commitments**, incentives, advertising, promotion, marketing and public relations **Expenses**. The cost of such action is in addition to the limit of liability.

2. In respect of loss covered under Section I **Show Cancellation 3.** :
 any claim for damages, costs or compensation in accordance with any contract between the insured and the owners or management of a **Show** facility by reason of the Insured's failure or inability to vacate the facility or show venue at the termination of the Insured's tenancy. Such claim shall also include any other agreed, committed or additional expense over and above the insureds budgeted expense resulting from or by reason of a failure to vacate.

3. EXTENSIONS OF COVERAGE

- (i) **NEWLY ORGANIZED SHOW** – Subject to a limit of indemnity of \$2,000,000 insurers agree to provide automatic coverage for up to 90 days for any newly organized or acquired **Show(s)**. The Insured will provide insurers with the specifics of the new **Show** and coverage shall be scheduled and a premium charge made at the agreed composite premium rate evidenced on the Declarations page.
- (ii) In addition to **Shows** listed in the schedule of events or as declared in accordance with (i) above, this policy is extended automatically and at no additional premium-, to cover any additional events scheduled to take place during the policy period subject to **Gross Revenue** or **Expenses** not exceeding \$250,000.
- (iii) **EMERGENCY TRANSPORTATION OF ATTENDEES** – This insurance indemnifies the Insured up to USD \$250,000 for additional **Expenses** incurred if pre-booked transportation is unavailable from an offsite location to the **Show** venue.
- (iv) **ADDITIONAL MARKETING EXPENSES** - This insurance will indemnify the insured for marketing **Expenses** including public relations and advertising costs of a rescheduled **Show** or if not rescheduled the corresponding or a similar **Show** that is held the following year. Such costs are in addition to the limit of liability.
- (v) **TERRORISM** – To indemnify the insured for any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act or threat of **terrorism** (whether actual or perceived) regardless of any other cause contributing concurrently or in any sequence to the loss.

It is further agreed and understood that should an act of **terrorism** occur, as defined above, within 14 days of a **show** and within 25 miles of the venue of a **show**, the Insured, solely at its own discretion, shall have the right to cancel, postpone or abandon the insured event.

- (vi) COMMUNICABLE DISEASE – This insurance is to indemnify the insured for any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any outbreak of communicable disease (whether actual or perceived) regardless of any other cause contributing concurrently or in any sequence to the loss.

Section I Exclusions

1. This insurance does not cover loss arising as a direct result of any one or more of the following:
 - a) withdrawal, insufficiency or lack of finance howsoever caused;
 - b) the financial failure of any venture;
 - c) lack of or inadequate receipts, sales or profits of any venture;
 - d) variations in the rate of exchange, rate of interest or stability of any currency;
 - e) financial default, insolvency, or failure to pay of any person, corporation or entity;
 - f) Lack of or inadequate response, support or withdrawal of support by any party whose support is essential to the production of the **Show**;
 - g) Lack of or inadequate attendance or insufficient interest prior to the **Show**;unless caused by or a result of an event not otherwise excluded by this Insurance.

All (1.a) to (1.g) whether a party to this insurance or otherwise.

2. This insurance does not cover loss arising directly as a result of:
 - a) The insureds failure to make the necessary arrangements that the insured deems reasonable and necessary to ensure that the Show can be held as scheduled.

 - b) Circumstances existing prior to the inception of this insurance known by the Insured that could result in a loss unless the Insured had advised the **Company** of such circumstance and the **Company** accepted the risk by endorsement attached hereto and that any additional premium required has been paid by the Insured. For the purposes of this exclusion, insured means the Risk Manager, CEO, CFO or General Counsel of the Named Insured.

 - c) Non-appearance of an entertainer when their performance or engagement is the sole and principal purpose of the **Show**.

Section II: Physical Loss to Personal Property

Limit of Indemnity

Up to, but not exceeding \$250,000 in all for each **Show**.

Property Covered

All personal property owned, leased or rented by the Insured while in transit directly to or from the **Show** or while in use in connection with the **Show**.

Risks Covered

All risks of direct physical loss or damage to property covered occurring during the period of the insurance and subject to the exclusions, conditions and applicable Limit of Indemnity stated in Section II above.

Property Excluded

The following property is not covered:

1. Property sold, leased, rented or loaned by the Insured to others;
2. Vehicles licensed for use on the highway unless operated within the confines of the **Show** facility and the subject of or intended for display, exhibition or demonstration at a **Show**;
3. Money (which, for this Part II only means cash, bank notes, checks and other negotiable instruments, securities for money and stamps), jewellery, precious stones, and furs, unless such items are the subject intended for display, exhibition or demonstration at a **Show**.

Section II Exclusions

This policy does not cover loss or damage caused by or arising from:

1. wear and tear or gradual deterioration,
2. Inventory shortage or mysterious disappearance;
3. Loss of use, business **interruption**, extra expense or any other consequential loss.

Section III: Door Registration Receipts

Limit of Indemnity

Up to, but not exceeding \$100,000 in all for each **Show**.

Property Covered

“Money” meaning, for this Part III only, receipts paid in cash, bank notes, checks and other negotiable instruments at the **Show** facility for registration, or tickets for events directly associated with the **Show**.

Risks Covered

All risks of direct physical loss of money at the **Show** facility and while directly in route to a bank in the vicinity occurring during the period of this insurance and subject to the exclusions, conditions and applicable Limit of Indemnity stated in Section III above.

Section III Exclusions

This insurance does not cover:

- 1) Any loss when the registration desk or place where money is received is closed for business or temporarily unattended unless the money is in a locked safe and all safe keys have been removed and are in the custody of the Insured;
- 2) All claims not advised to the **Company** within thirty (30) working days of the date of loss;
- 3) Theft or dishonesty by any employee or any other person acting on behalf of the Insured;
- 4) Any loss when outside the **Show** facilities unless the money is accompanied by two able bodied persons.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

1. *War*

Any losses arising from an act of declared or undeclared War. Declared or undeclared War does not include acts of terrorism. "War" as used herein means:

- a) hostilities following a declaration of War by a government authority; or
- b) if there is no declaration of War, then armed, open and continuous hostilities between two countries.

2. *Radioactive Contamination*

Loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation, or radioactive contamination regardless of any other cause or event that directly or indirectly contributes concurrently to or contributes in any sequence to the loss or damage even if such other cause or event would otherwise be covered. Nevertheless, if a fire arises directly from nuclear reaction, nuclear radiation, or radioactive contamination any loss or damage arising from that fire shall (subject to the provisions of this insurance) be covered, excluding, however, all loss or damage caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

3. *Nuclear, Biological or Chemical Materials*

Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of a nuclear weapon or device or of the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.

GENERAL CONDITIONS AND WARRANTIES

1. *False or Fraudulent Acts*

Any fraud, misstatement or concealment in the application attached hereto, or in the making of a claim shall render this insurance void and all claims hereunder shall be forfeited.

2. *Conditions for Legal Action Clause*

No suit shall be brought upon this policy unless the Insured has complied with all the provisions of this policy and had commenced suit within one year after the loss occurs.

3. *Subrogation Clause*

The **Company** reserves the right to pursue an action for recovery after payment of a loss at their sole discretion and in the name of the Insured or otherwise unless the Insured has waived their right of subrogation as evidenced by a written contract executed prior to such loss. In the event of any payment under this insurance, the **Company** shall be subrogated to the extent of such payment to all rights of recovery, and the Insured shall execute all papers required and shall do everything that may be reasonable to secure such rights.

4. *Other Insurance Clause*

This insurance is primary and non-contributory

5. *Non-Assignment Clause*

This insurance may not be assigned in whole or in part without the written consent of the **Company**, such consent not to be unreasonable withheld.

6. *Premium not an Expense Clause*

The premium paid on this policy is deemed not to be an expense in assessment of any claim hereunder.

7. *Arbitration Clause*

If there are differences arising out of this Insurance and it is agreed by the Insured and the **Company** to arbitrate the differences, all differences arising out of this Insurance shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two

Arbitrators, one to be appointed in writing by each of the parties within 30 days after having been required in writing to do so by either of the parties. The two Arbitrators shall appoint an Umpire who shall sit with the Arbitrators and preside at their meetings. If the Arbitrators do not agree within 60 days of their appointment then the Umpire shall make the award within 60 days.

If the parties agree on an Arbitrator the cost will be split equally between the parties. If the parties cannot agree on a single Arbitrator then each party will be responsible for the cost of the Arbitrator they have selected and will split equally the cost of the Umpire.

8. *Limit of Indemnity*

The **Company's** Limit of Indemnity for loss or damage under this insurance is the applicable limit set forth in the Declarations or as otherwise stated in this policy of insurance.

9. *Increase in Limits of Indemnity*

It is understood and agreed that the Aggregate Limit of Indemnity is a loss limit and may not be sufficient to cover the aggregate value of all **Shows**. At any time prior to commencement of a **Show** or **Shows** the Insured can apply in writing for increased indemnity limits based upon revised financial estimates of **Gross Revenues, Expenses or Commitments**, provided that there is no circumstance(s) known by the insured which may give rise to a claim with respect to such **Show** or **Shows** declared to this insurance. Insured as used herein means the Risk Manager, CEO, CFO or General Counsel of the Named Insured. It is understood and agreed that if **Gross Revenue, Expenses or Commitments** for any one, several or all **Shows** as per Item 7 of the Declarations increases in value by a factor of 10% or less, there will be no change in premium and the Limit of Indemnity for any one, several or all **Shows** as per item 7 of the Declarations automatically increase accordingly.

10. *Non-Cancellation Clause*

This insurance cannot be cancelled by the **Company** except for non-payment of premium.

11. *Conformity to Statute Clause-Conflict With State Amendatory Endorsement*

In the event there is any conflict between any state amendatory endorsement and other provisions contained in this Policy, the terms and provisions providing coverage which is most favorable to the **Insured** shall apply, to the extent permitted by law.

12. *Reinstatement of Original Limit of Liability*

This insurance is extended to cover a **Show** if it is Cancelled, Abandoned, Postponed, Interrupted, Curtailed or Relocated. The **Company** agrees to reinstate that part of the Limit of Indemnity shown in the Schedule utilized by way of any potential or actual Loss payment under this Insurance at the sole option of the Insured. If the Insured opts to reinstate the Limit of Indemnity then the additional premium payable is calculated at 100% of the original premium multiplied by that proportion of the Limit of Indemnity reinstated. Furthermore, if the Limit of Indemnity reinstated exceeds the ultimate settled Loss then the **Company** agrees to a return premium for the difference calculated in accordance with the foregoing. The maximum amount that can be reinstated shall not exceed \$150,000,000.

13. It is understood and agreed that this Insurance will extend to cover a Recurring **Show** scheduled to take place up to 90 days immediately following the expiration of the policy providing always that the loss occurs within the Policy Period and the event was previously insured under the policy.

CLAIMS PROCEDURE

In the event of any happening or circumstance which gives rise to a claim under this Insurance the Insured shall:

1. i) as a matter of urgency give notice of the happening or circumstance to:

HCC Specialty Underwriters, Inc.
401 Edgewater Place, Suite 400
Wakefield, MA 01880
Phone: (781) 994-6000
Fax: (781) 994-6001

ii) confirm the facts of the claim in writing as soon as possible, with as much information as available;

iii) provide the **Company** or their appointed representatives with:

a) all necessary and reasonable assistance,

- b) documentation and records necessary to establish and assess indemnity hereunder,
 - c) copies or extracts as may be requested in support of a claim.
- iv.) forward immediately to the **Company** or their representatives any letter, writ or other document received in connection with any claim made under this Insurance.
2. The Insured as often as may be reasonably required shall submit to examination under oath on all matters connected with a claim, by any person named by the **Company** at such reasonable time and place as may be designated by the **Company** or their representatives.
- So far as is in their power the Insured shall cause their employees to comply with the foregoing.
- No such examination under oath or examination of books or documents, nor any other act of the **Company** or their representatives in connection with any investigation hereunder shall be deemed a waiver of any defense which the **Company** might otherwise have. All such examinations and acts shall be deemed to have been made or done without prejudice to the **Company's** liability.
3. As soon as is practicable and at the request of the **Company**, the Insured will render a signed and sworn Proof of Loss to the **Company** or their representative to substantiate the occurrence, nature, cause and amount of loss claimed under this Insurance
4. The **Company** reserves the right, if they so wish, to take over and conduct the defense or settlement of claims made against the Insured that are covered by this Insurance.

DEFINITIONS

*Curtailment,
Cancellation,
Interruption,
Postponement,
Removal to Alternative Premises,
Abandonment*

all mean the inability of the Insured to open, keep open, or otherwise maintain the **Show** in whole or in part for its original intent, scope and duration.

"Gross Revenue"

means the total of all revenue to the Insured from any and all source(s) with respect to a **Show** including without limitation: ticket sales, exhibitor's fees; advance reservations; admissions; advertising and sponsorship.

"Expenses"

means the total of all costs and charges incurred, committed or agreed by the Insured in organizing, running, maintaining, providing services and or otherwise to present or hold the **Show**.

"Show"

means conference, meeting, board meeting, show, exhibition, convention, exposition, trade show or any other Show which is insured under this insurance and includes installation and the dismantling of the Show during the period shown on the Declarations Page up to and including the date that the Insured vacates the venue.

"Enforced Reduced Attendance"

means some of the expected exhibitors, delegates, attendees or visitors being prevented from arriving at a **Show** solely and directly as a result of the same specific proximate cause, which is beyond their control and, is not otherwise excluded.

*Insurance
"Effective Date"*

means the date shown in the declarations or the effective date of cover for any **Show** added by endorsement.

"Deductible"

means the amount shown on the Declarations page and which shall be deducted from the final gross adjusted loss payable to the Insured.

"Company"

means US Specialty Insurance Company.

- “Commitment(s)”* mean the Insured’s financial commitments unless they are released or discharged from such financial commitments, which are necessary for the operation or commencement of the Show and are intended to be discharged by a third party and which are made prior to any incident which could give rise to a covered loss with respect to the Show.
- “Terrorism”* means any act including without limitation, the use of force or violence or the threat of such an act (whether actual or perceived) of or by 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.
- “Emergency Transportation of Attendees”* means the unplanned evacuation of attendees who need to be transported back to the Show venue from an off-site location due to an unexpected cause beyond the control of the insured and not otherwise excluded.

Attaching to and forming part of
U.S. Specialty Insurance Company Policy No. U-19/7004347
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ENDORSEMENT NUMBER 1

Attaching to and forming part of U.S. Specialty Insurance Company Policy No. U-19/7004347

Assured: Gartner Group, Inc.

It is hereby noted and agreed that:

The following Exclusion is added to GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS:

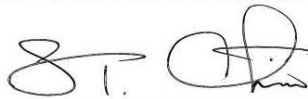
A loss resulting from the Catalonian independence movement arising out of civil commotion, insurrection or rebellion for **shows** being held in Spain.

All other terms and conditions remain unchanged.

Additional Premium:	N/A
Return Premium:	N/A
Effective Date:	December 30, 2019
Date of Issue:	February 25, 2020

U.S. SPECIALTY INSURANCE COMPANY

By



Authorized Representative

Attaching to and forming part of
U.S. Specialty Insurance Company Policy No. U-19/7004347
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ENDORSEMENT NUMBER **2**

Attaching to and forming part of U.S. Specialty Insurance Company Policy No. U-19/7004347

Assured: Gartner Group, Inc.

It is hereby noted and agreed that:

The following Exclusion is added to GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS:

National, court or religious mourning with respect to any individual(s) aged 70 years or higher at the inception of this Policy for **shows** being held in the United Kingdom and/or the UAE.

All other terms and conditions remain unchanged.

Additional Premium:	N/A
Return Premium:	N/A
Effective Date:	December 30, 2019
Date of Issue:	February 25, 2020

U.S. SPECIALTY INSURANCE COMPANY

By



Authorized Representative

ENDORSEMENT NUMBER 3

Attaching to and forming part of U.S. Specialty Insurance Company Policy No. U-19/7004347

Assured: Gartner Group, Inc.

It is hereby noted and agreed that:

SANCTION LIMITATION AND EXCLUSION CLAUSE

No insurer shall be deemed to provide cover and no 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 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.

15/09/10

LMA3100

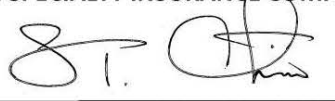
All other terms and conditions remain unchanged.

Effective Date: December 30, 2019

Date of Issue: February 25, 2020

U.S. SPECIALTY INSURANCE COMPANY

By



Authorized Representative

ENDORSEMENT NUMBER 4

Attaching to and forming part of U.S. Specialty Insurance Company Policy No. U-19/7004347

Assured: Gartner Group, Inc.

It is hereby noted and agreed that:

**U.S. Terrorism Risk Insurance Act, as amended in 2015
New & Renewal Business Endorsement**

This Endorsement is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act, as amended in 2015", as summarized in the disclosure notice.

In consideration of an additional premium of USD \$382,606.40 for certified acts of terrorism and \$95,651.60 for non-certified acts of terrorism paid, it is hereby noted and agreed with effect from inception that the Terrorism exclusion to which this Insurance is subject, shall not apply to any "insured loss" directly resulting from any "act of terrorism" as defined in the U.S. Terrorism Risk Insurance Act of 2015, as amended (TRIA).

The coverage afforded by this Endorsement is only in respect of any "insured loss" of the type insured by this Insurance directly resulting from an "act of terrorism" as defined in TRIA. The coverage provided by this Endorsement shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates. The Terrorism exclusion, to which this Insurance is subject, applies in full force and effect to any other losses and any act or events that are not included in said definition of "act of terrorism".

This Endorsement only affects the Terrorism exclusion to which this Insurance is subject. 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.

Furthermore the Underwriter(s) will not be liable for any amounts for which they are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on the Underwriter's liability for payment for terrorism losses.

All other terms and conditions remain unchanged.

Effective Date: December 30, 2019
Date of Issue: February 25, 2020

U.S. SPECIALTY INSURANCE COMPANY

By 

Authorized Representative

2-14141

TRIA SPECIALTY ENDORSEMENT 2 (1/1/15)

Gartner 2020 Schedule of Events					
Based on 2019 Schedule - to be adjusted on 2/1 when updated schedule received					
Event Name	Limit of Insurance	Event Dates	Venue	Country	City
1753 - SCM Live Americas	\$ 1,419,691.45	Feb-20	JW Marriott Turnberry Miami	USA	Aventura, FL
1672 - Data & Analytics Summit APAC	\$ 2,662,953.33	Feb-20	International Convention Centre	Australia	Sydney
0088 - Data & Analytics Summit EMEA	\$ 7,815,041.24	Mar-20	InterContinental Hotel - The O2	UK	London
1588 - Middle East Symposium - ITxpo	\$ 3,166,545.11	Mar-20	Madinat Jumeirah	UAE	Dubai
1678 - Identity & Access Mgmt Summit EMEA	\$ 3,291,483.30	Mar-20	InterContinental Hotel - The O2	UK	London
0087 - Data & Analytics Summit NA	\$ 19,933,003.93	Mar-20	Orlando World Center Marriott	USA	Orlando
1498 - IT Infrastructure and Data Center Jpn	\$ 1,628,468.69	Apr-20	Hachijyoen (Happo En)	Japan	Tokyo
1769 - I&O & Data Center Summit Brazil	\$ 1,563,973.84	Apr-20	Sheraton WTC Hotel	Brazil	São Paulo
0980 - I&O and Data Center Summit APAC	\$ 1,924,795.15	Apr-20	Hilton Sydney Hotel	Australia	Sydney
2850 - Digital Marketing US Symposium	\$ 6,012,855.34	May-20	Marriott Marquis Marina	USA	San Diego
1770 - I&O & Data Center Summit India	\$ 928,565.62	May-20	Renaissance Convention Centre Hotel	India	Mumbai
1784 - Supply Chain Exec Conf NA	\$ 13,638,225.47	May-20	JW Marriott Desert Ridge Resort	USA	Phoenix
1610 - EA & Tech Innov Summit NA	\$ 4,512,648.67	May-20	Hilton Orlando	USA	Orlando
0051 - Apps Summit EMEA	\$ 3,095,733.28	May-20	Park Plaza Westminster	UK	London
1862 - CIO and IT Executive Summit DACH	\$ 1,578,450.06	May-20	Westin Grand	Germany	Munich
0048 - Customer Strat & Tech Summit EMEA	\$ 2,911,487.41	May-20	Park Plaza Westminster	UK	London
1864 - Data & Analytics Summit Brazil	\$ 2,290,438.15	May-20	Sheraton WTC Hotel	Brazil	São Paulo
2852 - Digital Workplace Summit NA	\$ 1,678,586.69	May-20	Gaylord Palms Resort & Convention Center	USA	Kissimmee, FL
1605 - EA & Tech Innov Summit EMEA	\$ 2,579,775.53	Jun-20	Park Plaza Westminster	UK	London
1992 - Tech Growth & Innovation Conf NA	\$ 1,810,061.69	Jun-20	Manchester Grand Hyatt	USA	San Diego
2837 - Canada Symposium - ITxpo	\$ 2,954,310.32	Jun-20	Beanfield Centre at Exhibition Place	Canada	Toronto
1853 - IT Infrastructure & Ops Mgmt DACH	\$ 2,555,898.60	Jun-20	Kap Europa	Germany	Frankfurt
0882 - PPM & IT Governance Summit EMEA	\$ 1,962,918.26	Jun-20	Park Plaza Westminster	UK	London
0898 - Data & Analytics Jpn	\$ 1,111,243.16	Jun-20	Tokyo Conference Center · Shinagawa	Japan	Tokyo
1772 - Data & Analytics Summit India	\$ 1,302,676.94	Jun-20	Renaissance Convention Centre Hotel	India	Mumbai
0071 - Security & Risk Mgmt Summit NA	\$ 27,581,786.68	Jun-20	Gaylord National Resort & Convention Center	USA	National Harbor, MD
1590 - Customer Experience & Tech APAC	\$ 1,097,215.50	Jun-20	Hilton Sydney Hotel	Australia	Sydney
1771 - PPM & IT Governance Summit NA	\$ 5,134,962.44	Jun-20	Marriott Marquis	USA	Washington
2888 - Supply Chain Ex Conf EMEA	\$ 5,539,319.44	Jun-20	Palau de Congressos de Catalunya	Spain	Barcelona
2416 - CISO Exec Summit - New York	\$ 1,175,000.00	Jun-20	Pier Sixty at Chelsea Piers	USA	New York
1485 - SCM Leaders Forum	\$ 2,020,732.49	Jul-20	The Grove Hotel	UK	Chandlers Cross, Hertfordshire
0014 - Apps Summit APAC	\$ 1,627,364.52	Jul-20	Hilton Sydney Hotel	Australia	Sydney
0901 - Security and Risk Management Jpn	\$ 1,674,449.09	Aug-20	ANA Intercontinental Hotel Tokyo	Japan	Tokyo
1817 - Catalyst Conference NA	\$ 8,376,592.20	Aug-20	Manchester Grand Hyatt	USA	San Diego
1389 - Security & Risk Mgmt Summit Brazil	\$ 1,914,875.83	Aug-20	open	Brazil	São Paulo
1499 - Security & Risk Mgmt Summit APAC	\$ 3,164,861.52	Aug-20	Hilton Sydney Hotel	Australia	Sydney
0064 - Security & Risk Mgmt Summit India	\$ 1,438,599.20	Aug-20	open	India	Mumbai
0872 - IT Sourcing & Vendor Mgmt NA	\$ 6,519,689.57	Sep-20	Gaylord Texan Hotel & Convention Center	USA	Dallas
0050 - Security & Risk Mgmt Summit EMEA	\$ 6,497,019.78	Sep-20	InterContinental Hotel - The O2	UK	London
2587 - Global CISO	\$ 1,850,000.00	Sep-20	Four Seasons Westlake Village	USA	Westlake Village, CA
2586 - Global CIO	\$ 1,000,000.00	Sep-20	Four Seasons Westlake Village	USA	Westlake Village, CA
1606 - Digital Workplace Summit EMEA	\$ 3,986,327.10	Sep-20	InterContinental Hotel - The O2	UK	London
0899 - IT Sourcing & Vendor Mgmt EMEA	\$ 3,572,395.20	Sep-20	InterContinental Hotel - The O2	UK	London
1329 - South Africa Symposium - ITxpo	\$ 2,899,422.31	Sep-20	open	South Africa	Cape Town
1873 - Catalyst Conference EMEA	\$ 2,867,703.24	Sep-20	Park Plaza Westminster	UK	London
2624 - SMAC NA	\$ 4,147,825.99	Sep-20	The Cosmopolitan	USA	Las Vegas
2622 - Reimagine HR - EMEA	\$ 1,587,345.09	Sep-20	Park Plaza Westminster	UK	London
0096 - US Symposium - ITxpo	\$ 65,824,327.19	Oct-20	Walt Disney World Swan & Dolphin Resort	USA	Lake Buena Vista, FL
0013 - ANZ Symposium - ITxpo	\$ 10,713,304.72	Oct-20	open	Australia	Gold Coast
0912 - Brazil Symposium - ITxpo	\$ 3,511,703.08	Oct-20	open	Brazil	São Paulo
2621 - Reimagine HR - NA	\$ 3,917,760.38	Oct-20	open	USA	Orlando
1878 - Security & Risk Mgmt Summit ME	\$ 1,915,941.59	Oct-20	open	UAE	Dubai
0045 - Europe Symposium - ITxpo	\$ 40,577,858.86	Nov-20	open	Spain	Barcelona
1549 - India Symposium - ITxpo	\$ 4,001,413.28	Nov-20	open	India	Goa
0897 - Symposium Japan	\$ 4,259,388.66	Nov-20	open	Japan	Tokyo
1877 - Data & Analytics Summit DACH	\$ 4,525,923.58	Nov-20	Kap Europa	Germany	Frankfurt
1496 - I&O and Data Center Summit EMEA	\$ 4,879,334.71	Nov-20	open	UK	London
2853 - Supply Chain Planning Summit NA	\$ 1,511,979.68	Nov-20	open	USA	open
2008 - Apps Summit NA	\$ 9,350,894.91	Dec-20	open	USA	Las Vegas
2838 - I&O & Cloud Strategies Summit NA	\$ 19,559,405.73	Dec-20	open	USA	Las Vegas
1584 - Identity & Access Mgmt Summit NA	\$ 12,170,605.38	Dec-20	open	USA	Las Vegas

ENDORSEMENT NUMBER 5

Attaching to and forming part of U.S. Specialty Insurance Company Policy No. U-19/7004347

Assured: Gartner Group, Inc.

It is hereby noted and agreed that:

The Schedule of Insured Events is amended to read as attached

Section 5. Premium, on the Declarations Page, is amended to read as follows:

a) \$1,602,378

b) \$1,413,670

The Coronavirus Exclusion Endorsement is added to the Policy as attached

In consideration of the above, the Additional Premium is:

\$189,068

All other terms and conditions remain unchanged.

Effective Date: January 1, 2020

Date of Issue: April 7, 2020

U.S. SPECIALTY INSURANCE COMPANY

By



Authorized Representative

Gartner 2020 Schedule of Events						
Event Name	Limit of Insurance	Start Date	End Date	Country	City	Venue
1672 - Data & Analytics Summit APAC	\$ 3,083,269	2/17/2020	2/18/2020	Australia	Sydney	International Convention Centre Sydney
0900 - Enterprise Apps & Architecture JPN	\$ 1,123,885	2/27/2020	2/28/2020	Japan	Tokyo	Happo-en
1588 - Middle East IT Symposium-Xpo	\$ 4,098,923	3/2/2020	3/4/2020	United Arab Emirates	Dubai	Madinat Jumeirah
0088 - Data & Analytics Summit EMEA	\$ 8,721,208	3/9/2020	3/11/2020	UK	London	InterContinental London-The 02
1678 - Identity & Access Mgmt Summit EMEA	\$ 3,922,524	3/12/2020	3/13/2020	UK	London	InterContinental London-The 02
2852 - Digital Workplace Summit NA	\$ 3,745,429	3/16/2020	3/17/2020	USA	Phoenix	JW Marriott Desert Ridge Resort and Spa
0087 - Data & Analytics Summit NA	\$ 23,931,940	3/23/2020	3/26/2020	USA	Grapevine	Gaylord Texan Hotel & Convention Center
1769 - I&O & Cloud Strategies Brazil	\$ 1,833,167	4/14/2020	4/15/2020	Brazil	Sao Paulo	Sheraton São Paulo WTC Hotel
1498 - IT Infrastructure and Data Center Jpn	\$ 1,983,757	4/22/2020	4/24/2020	Japan	Tokyo	ANA InterContinental Tokyo
0980 - I&O and Cloud Strategies ANZ	\$ 2,466,256	4/27/2020	4/28/2020	Australia	Sydney	Hilton Sydney
2837 - Canada IT Symposium-Xpo	\$ 3,337,570	5/11/2020	5/14/2020	Canada	Toronto	Beanfield Centre at Exhibition Place
1992 - Tech Growth & Innovation Conf NA	\$ 1,828,700	5/11/2020	5/13/2020	USA	San Diego	Manchester Grand Hyatt San Diego
3337 - Supply Chain Sym-Xpo NA	\$ 18,969,269	5/11/2020	5/14/2020	USA	Orlando	Walt Disney World Swan & Dolphin Resort
1770 - I&O & Cloud Strategies INDIA	\$ 1,219,834	5/14/2020	5/15/2020	India	Mumbai	Renaissance Mumbai Convention Centre Hotel
1610 - EA & Tech Innov Summit NA	\$ 4,928,484	5/18/2020	5/19/2020	USA	Orlando	Hilton Orlando
3248 - Marketing Symposium-Xpo EMEA	\$ 1,179,641	5/18/2020	5/20/2020	UK	London	Park Plaza Westminster
3244 - Security & Risk Mgmt DACH	\$ 1,670,930	5/18/2020	5/19/2020	Germany	Munich	Westin Grand München
1864 - Data & Analytics Summit Brazil	\$ 2,808,665	5/19/2020	5/20/2020	Brazil	Sao Paulo	Sheraton São Paulo WTC Hotel
0898 - Data & Analytics Jpn	\$ 1,841,285	5/26/2020	5/28/2020	Japan	Tokyo	ANA InterContinental Tokyo
0071 - Security & Risk Mgmt Summit NA	\$ 27,939,574	6/1/2020	6/4/2020	USA	National Harbor, MD	Gaylord National Resort & Convention Center
2850 - Marketing Symposium-Xpo NA	\$ 8,726,240	6/1/2020	6/3/2020	USA	San Diego	Marriott Marquis San Diego Marina and Manchester Grand Hyatt San Diego
2854 - CFO & Finance Exec Summit NA	\$ 2,266,266	6/2/2020	6/3/2020	USA	Phoenix	JW Marriott Desert Ridge Resort and Spa
0051 - Apps Strat & Solution EMEA	\$ 3,418,276	6/8/2020	6/9/2020	UK	London	InterContinental London-The 02
0048 - Custmr Exp & Tech Summit EMEA	\$ 3,615,052	6/8/2020	6/9/2020	UK	London	Park Plaza Westminster
1772 - Data & Analytics Summit India	\$ 1,413,142	6/8/2020	6/9/2020	India	Mumbai	Renaissance Mumbai Convention Centre Hotel
1605 - EA & Tech Innov Summit EMEA	\$ 2,833,689	6/10/2020	6/11/2020	UK	London	InterContinental London-The 02
0882 - Program & Portfolio Mgmt EMEA	\$ 2,462,641	6/10/2020	6/11/2020	UK	London	Park Plaza Westminster
3338 - Supply Chain Sym-Xpo EMEA	\$ 7,393,223	6/15/2020	6/18/2020	Spain	Barcelona	Palau de Congressos de Catalunya
3247 - Data & Analytics Switzerland	\$ 1,582,123	6/15/2020	6/16/2020	Switzerland	Geneva	Stirling Hotel & Conference Center
1590 - Customer Experience & Tech APAC	\$ 1,534,321	6/16/2020	6/17/2020	Australia	Sydney	Hilton Sydney
1853 - IT Infrastructure & Ops Mgmt DACH	\$ 3,772,439	6/16/2020	6/17/2020	Germany	Frankfurt	Kap Europa
1862 - CIO and IT Executive Summit DACH	\$ 1,762,400	6/18/2020	6/19/2020	Germany	Frankfurt	Kap Europa
1771 - Program & Portfolio Mgmt NA	\$ 6,247,620	6/23/2020	6/25/2020	USA	Orlando	Gaylord Palms Resort & Convention Center
1485 - SCM Leaders Forum	\$ 2,150,000	7/12/2020	7/14/2020	UK	Hampshire	Four Seasons Hotel Hampshire
1499 - Security & Risk Mgmt Summit APAC	\$ 3,667,391	7/27/2020	7/28/2020	Australia	Sydney	International Convention Centre Sydney
1389 - Security & Risk Mgmt Summit Brazil	\$ 2,092,882	8/11/2020	8/12/2020	Brazil	Sao Paulo	Sheraton São Paulo WTC Hotel
2222 - ReimagineHR Conference - ANZ	\$ 1,228,232	8/17/2020	8/18/2020	Australia	Sydney	Hilton Sydney
0014 - Apps Strat & Solution ANZ	\$ 2,026,353	8/24/2020	8/25/2020	Australia	Sydney	Hilton Sydney
1817 - Catalyst Conference NA	\$ 9,495,577	8/24/2020	8/27/2020	USA	San Diego	Manchester Grand Hyatt San Diego
0901 - Security and Risk Management Jpn	\$ 2,090,155	8/31/2020	9/2/2020	Japan	Tokyo	ANA InterContinental Tokyo
0064 - Security & Risk Mgmt Summit India	\$ 1,601,969	9/3/2020	9/4/2020	India	Mumbai	Renaissance Mumbai Convention Centre Hotel
0899 - IT Sourcing & Vendor Mgmt EMEA	\$ 3,794,894	9/9/2020	9/11/2020	UK	London	InterContinental London-The 02
0050 - Security & Risk Mgmt Summit EMEA	\$ 8,102,600	9/14/2020	9/16/2020	UK	London	InterContinental London-The 02
0912 - Brazil IT Symposium-Xpo	\$ 4,138,710	9/14/2020	9/17/2020	Brazil	Sao Paulo	Sheraton São Paulo WTC Hotel
1873 - Catalyst Conference EMEA	\$ 2,011,965	9/17/2020	9/18/2020	UK	London	InterContinental London-The 02
0872 - IT Sourcing & Vendor Mgmt NA	\$ 6,952,974	9/21/2020	9/23/2020	USA	Dallas	Gaylord Texan Hotel & Convention Center
2622 - Reimagine HR - EMEA	\$ 2,293,179	9/21/2020	9/22/2020	UK	London	InterContinental London-The 02
1606 - Digital Workplace Summit EMEA	\$ 5,333,156	9/23/2020	9/24/2020	UK	London	InterContinental London-The 02
1329 - South Africa IT Symposium-Xpo	\$ 3,134,119	10/5/2020	10/7/2020	South Africa	Cape Town	Cape Town International Convention Centre 2
2624 - CSO & Sales Exec Conf - NA	\$ 4,391,580	10/6/2020	10/8/2020	USA	Las Vegas	The Cosmopolitan
0096 - US IT Symposium-Xpo	\$ 65,603,254	10/18/2020	10/22/2020	USA	Orlando	Walt Disney World Swan & Dolphin Resort
0013 - ANZ IT Symposium-Xpo	\$ 12,070,302	10/26/2020	10/29/2020	Australia	Gold Coast	Gold Coast Convention and Exhibition Centre
3249 - Supply Chain Planning EMEA	\$ 1,252,284	10/26/2020	10/27/2020	UK	London	Lancaster London
1878 - Security & Risk Mgmt Summit ME	\$ 2,072,624	10/26/2020	10/30/2020	United Arab Emirates	Dubai	TBD
2621 - Reimagine HR - NA	\$ 6,228,137	10/26/2020	10/28/2020	USA	Orlando	Walt Disney World Swan & Dolphin Resort
1877 - Data & Analytics Summit DACH	\$ 5,873,255	10/27/2020	10/28/2020	Germany	Frankfurt	Kap Europa
1549 - India IT Symposium-Xpo	\$ 5,170,201	11/3/2020	11/6/2020	India	Kochi	Grand Hyatt Kochi Bolgatty
0045 - Europe IT Symposium-Xpo	\$ 42,632,204	11/8/2020	11/12/2020	Spain	Barcelona	CCIB (Centre Convencions Internacional Barcelona)
2853 - Supply Chain Planning Summit NA	\$ 3,387,056	11/9/2020	11/10/2020	USA	Denver	Gaylord Rockies Resort & Convention Center
0897 - Symposium Japan	\$ 5,573,892	11/17/2020	11/19/2020	Japan	Tokyo	TBD
1496 - I&O & Cloud Strategies EMEA	\$ 6,480,991	11/23/2020	11/24/2020	UK	London	InterContinental London-The 02
2008 - Apps Strat & Solutions NA	\$ 9,184,351	12/1/2020	12/3/2020	USA	Las Vegas	Caesars Palace
2838 - I&O & Cloud Strategies Summit NA	\$ 20,839,927	12/7/2020	12/10/2020	USA	Las Vegas	Venetian
1584 - Identity & Access Mgmt Summit NA	\$ 12,864,746	12/8/2020	12/10/2020	USA	Las Vegas	Caesars Palace

2-14141

This endorsement, effective: 12:01 A.M., January 1, 2020

Forms a part of Policy No.: U-19/7004347

Issued to: Gartner Group, Inc.

By: U.S Specialty Insurance Company

CORONAVIRUS EXCLUSION

This endorsement modifies insurance provided by the policy:

The Following Exclusion is added to **GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS** with respect to the following events only:

Event Name	Date	Venue	Location	Limit of Insurance
2854-CFO & Finance Exec Summit	6/2/20	JW Marriott Desert Ridge	Phoenix, AZ	\$2,266,266
3447-Data & Analytics Switzerland	6/15/20	Starling Hotel & Conference Center	Geneva	\$1,582,123

This exclusion is absolute and overrides any policy provision seemingly to the contrary.

4. **Coronavirus**

Any loss resulting from Coronavirus (2019-nCoV or SARS-CoV-2) or threat or fear thereof (whether actual or perceived) including but not limited to any loss directly or indirectly arising out of, contributed to by, or resulting from:

- (i) an outbreak of Novel Coronavirus (2019-nCoV or SARS-CoV-2) or the Covid-19 Disease or any mutant variation thereof
- (ii) any action taken in controlling, preventing, suppressing or in any way relating to any actual or suspected outbreak of Novel Coronavirus (2019-nCoV or SARS-CoV-2) or the Covid-19 Disease or any mutant variation thereof
- (iii) the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency pertaining to any outbreak or suspected outbreak of Novel Coronavirus (2019-nCoV or SARS-CoV-2) or Covid-19 Disease or any mutant variation thereof
- (iv) any travel advisory or warning being issued by a national or international body or agency pertaining to any outbreak or suspected outbreak of Novel Coronavirus (2019-nCoV or SARS-CoV-2) or Covid-19 Disease or any mutant variation thereof
- (v) an infection or quarantine of any Insured Person(s) due to actual or suspected Novel Coronavirus (2019-nCoV or SARS-CoV-2) or Covid-19 Disease or any mutant variation thereof
and

- (vi) the failure of key equipment to reach the Insured event due to actual or suspected Novel Coronavirus (2019-nCoV or SARS-CoV-2) or Covid-19 Disease or any mutant variation thereof
- (vii) The financial failure of the Insured or any Insured Person or any Participant or any government, authority, business or organisation on whom the Insured are reliant to conduct the Insured Event which is directly or indirectly due to actual or suspected Novel Coronavirus (2019-nCoV or SARS-CoV-2) or Covid-19 Disease or any mutant variation thereof
- (viii) Any social or economic impact including but not limited to labour shortages, food shortages, strikes, industrial reaction, riots, Civil Commotion, Terrorism or National Mourning which is directly or indirectly due to actual or suspected Novel Coronavirus (2019-nCoV or SARS-CoV-2) or Covid-19 Disease or any mutant variation thereof.

In respect of (ii) to (viii) any fear or threat thereof (whether actual or perceived).

If insurers allege that by reason of this exclusion, any loss is not covered by this insurance the burden of proving the contrary shall be upon you.

All other terms and conditions of this policy remain the same.

U.S. SPECIALTY INSURANCE COMPANY



Authorized Representative

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
U.S. Specialty Insurance Company
(b) County of Residence of First Listed Plaintiff Harris County, TX
(c) Attorneys (Firm Name, Address, and Telephone Number)
Norton Rose Fulbright US LLP
1301 McKinney Street, Suite 5100, Houston, TX 77010
(713) 651-5151

DEFENDANTS
Gartner Group, Inc.
County of Residence of First Listed Defendant Fairfield County, CT
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State 1 1
Citizen of Another State 2 2
Citizen or Subject of a Foreign Country 3 3
Incorporated or Principal Place of Business In This State 4 4
Incorporated and Principal Place of Business In Another State 5 5
Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)
CONTRACT
110 Insurance
120 Marine
130 Miller Act
140 Negotiable Instrument
150 Recovery of Overpayment & Enforcement of Judgment
151 Medicare Act
152 Recovery of Defaulted Student Loans (Excludes Veterans)
153 Recovery of Overpayment of Veteran's Benefits
160 Stockholders' Suits
190 Other Contract
195 Contract Product Liability
196 Franchise
TORTS
PERSONAL INJURY
310 Airplane
315 Airplane Product Liability
320 Assault, Libel & Slander
330 Federal Employers' Liability
340 Marine
345 Marine Product Liability
350 Motor Vehicle
355 Motor Vehicle Product Liability
360 Other Personal Injury
362 Personal Injury - Medical Malpractice
PERSONAL INJURY
365 Personal Injury - Product Liability
367 Health Care/Pharmaceutical Personal Injury Product Liability
368 Asbestos Personal Injury Product Liability
370 Other Fraud
371 Truth in Lending
380 Other Personal Property Damage
385 Property Damage Product Liability
FORFEITURE/PENALTY
625 Drug Related Seizure of Property 21 USC 881
690 Other
LABOR
710 Fair Labor Standards Act
720 Labor/Management Relations
740 Railway Labor Act
751 Family and Medical Leave Act
790 Other Labor Litigation
791 Employee Retirement Income Security Act
IMMIGRATION
462 Naturalization Application
465 Other Immigration Actions
BANKRUPTCY
422 Appeal 28 USC 158
423 Withdrawal 28 USC 157
PROPERTY RIGHTS
820 Copyrights
830 Patent
835 Patent - Abbreviated New Drug Application
840 Trademark
SOCIAL SECURITY
861 HIA (1395ff)
862 Black Lung (923)
863 DIWC/DIWW (405(g))
864 SSID Title XVI
865 RSI (405(g))
FEDERAL TAX SUITS
870 Taxes (U.S. Plaintiff or Defendant)
871 IRS—Third Party 26 USC 7609
OTHER STATUTES
375 False Claims Act
376 Qui Tam (31 USC 3729(a))
400 State Reapportionment
410 Antitrust
430 Banks and Banking
450 Commerce
460 Deportation
470 Racketeer Influenced and Corrupt Organizations
480 Consumer Credit (15 USC 1681 or 1692)
485 Telephone Consumer Protection Act
490 Cable/Sat TV
495 Securities/Commodities/Exchange
890 Other Statutory Actions
891 Agricultural Acts
893 Environmental Matters
895 Freedom of Information Act
896 Arbitration
899 Administrative Procedure Act/Review or Appeal of Agency Decision
950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. §§ 1332(a) and 2201.
Brief description of cause:
Declaratory judgment concerning rights and obligations under insurance contract.

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 150,000,000.00
CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE DOCKET NUMBER

DATE 05/27/2020 SIGNATURE OF ATTORNEY OF RECORD s/ Gerard G. Pecht

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE