

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

INDEX NO: 600450/05
DATE PURCHASED: 2/4/2005

BRITNEY TOURING INC. and
BRITNEY SPEARS,

Plaintiffs,

-against-

LIBERTY SYNDICATE
MANAGEMENT LIMITED, QBE
INTERNATIONAL INSURANCE
LIMITED, AXA CORPORATE
SOLUTIONS, MARKEL
INTERNATIONAL LIMITED,
BEAZLEY FURLONGE LTD., TALBOT
UNDERWRITING LIMITED, GREAT
LAKES REINSURANCE UK (PLC), and
SR INTERNATIONAL BUSINESS
INSURANCE COMPANY LTD.

Defendants.

SUMMONS

Plaintiffs designate *New York County* as the place of trial.

The basis of venue is C.P.L.R. §§503(a) and 503(c).

Plaintiff BTI's registered principal place of business is at 432 Park Avenue South-2nd Floor, New York, New York, 10016-8013.

NEW YORK
COUNTY CLERK'S OFFICE

FEB - 4 2005

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To the above-named Defendants:

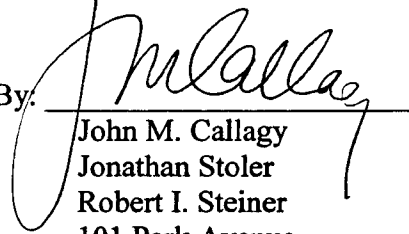
YOU ARE HEREBY SUMMONED to answer the complaint in this action and serve a copy of your answer on the plaintiffs' attorney(s) within twenty (20) days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of

your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

New York, New York
February 2, 2005

KELLEY DRYE & WARREN LLP

By:



John M. Callagy
Jonathan Stoler
Robert I. Steiner

101 Park Avenue

New York, NY 10178

(212) 808-7800

Attorneys for Plaintiffs Britney Touring Inc.
and Britney Spears

Defendants' Address:

Liberty Syndicate Management Limited
One Minster Court
Mincing Lane
London EC3R 7YE

AXA Corporate Solutions
4 Rue Jules Lefebvre
75426 Paris, Cedex 09, France

Beazley Furlonge Ltd.
One Aldgate
London EC3N 1AA

Great Lakes Reinsurance UK (PLC)
154 Fenchurch Street
London EC3M 6JJ

QBE International Insurance Limited
55 Mark Lane
London EC3R 7NE

Markel International Limited
The Markel Building
49 Leadenhall Street
London EC3A 2EA

Talbot Underwriting Ltd.
Gracechurch House
55 Gracechurch Street
London EC3V 0JP

SR International Business
Insurance Company Ltd.
30 St. Mary Axe
London EC3A 8EP

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

**BRITNEY TOURING INC. and BRITNEY
SPEARS,**

Plaintiffs,

-against-

**LIBERTY SYNDICATE MANAGEMENT
LIMITED, QBE INTERNATIONAL
INSURANCE LIMITED, AXA CORPORATE
SOLUTIONS, MARKEL INTERNATIONAL
LIMITED, BEAZLEY FURLONGE LTD.,
TALBOT UNDERWRITING LIMITED, GREAT
LAKES REINSURANCE UK (PLC) and SR
INTERNATIONAL BUSINESS INSURANCE
COMPANY LTD.**

Defendants.

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COMPLAINT

Plaintiffs Britney Touring Inc. and Britney Spears (collectively the "Plaintiffs" or the "Insureds") by their attorneys Kelley Drye & Warren LLP, as and for their Complaint against Defendants Liberty Syndicate Management Limited, QBE International Insurance Limited, AXA Corporate Solutions, Markel International Limited, Beazley Furlonge Ltd., Talbot Underwriting Limited, Great Lakes Reinsurance UK (PLC), and SR International Business Insurance Company Ltd. (collectively the "Defendants"), allege as follows:

INTRODUCTION

1. Plaintiffs bring this action against Defendants to recover in excess of \$9.8 million in damages for Defendants' breach of insurance contracts (the "Policies") with Plaintiffs. Plaintiffs paid Defendants over \$1.3 million in insurance premiums for the Policies in exchange for Defendants' agreement to, *inter alia*, insure Plaintiffs' 2004 United States, Canada and

European concert tour (the “Onyx Hotel Tour”) for losses arising from cancelled performances due to any accident or illness of Britney Spears.

2. On June 8, 2004, while the Policies were in full force and effect, Ms. Spears suffered an injury to her left knee which had to be surgically repaired. Ms. Spears’ injury resulted in the cancellation of the remainder of the Onyx Hotel Tour.

3. Defendants have refused to compensate the Plaintiffs for their losses arising from the cancelled shows, despite due demand having been made, and some or all of the Defendants have purported to rescind the Policies.

4. Defendants’ failure and refusal to perform their obligations under the Policies and their attempt to rescind coverage are without any merit and have deprived Plaintiffs of the benefits of the Policies resulting in millions of dollars in damages for which Plaintiffs seek compensation.

PARTIES

5. Plaintiff Britney Touring Inc. (“BTI”) is a corporation organized and existing under the laws of the State of Louisiana with its principal place of business in New York, New York. BTI is a concert tour production company for Britney Spears.

6. Plaintiff Britney Spears (“Spears”) is a singer and entertainer who resides in Los Angeles, California. Spears has sold millions of albums worldwide and is one of the most recognized performers in her industry.

7. Upon information and belief, Defendant Liberty Syndicate Management Limited (“Liberty”) is organized and exists under the laws of the United Kingdom, with its principal place of business in London, England. Upon information and belief, Liberty Syndicates provides insurance services.

8. Upon information and belief, Defendant QBE International Insurance Limited (“QBE”) is a corporation organized and existing under the laws of the United Kingdom, with its principal place of business in London, England. Upon information and belief, QBE provides insurance services.

9. Upon information and belief, Defendant AXA Corporate Solutions (“AXA”) is a corporation organized and existing under the laws of France, with its principal place of business in Paris, France. Upon information and belief, AXA provides insurance services.

10. Upon information and belief, Defendant Markel International Limited (“Markel”) is organized and exists under the laws of the United Kingdom, with its principal place of business in London, England. Upon information and belief, Markel provides insurance services.

11. Upon information and belief, Defendant Beazley Furlonge Ltd. (“Beazley”) is organized and exists under the laws of the United Kingdom, with its principal place of business in London, England. Upon information and belief, Beazley provides insurance services.

12. Upon information and belief, Defendant Talbot Underwriting Limited (“Talbot”) is organized and exists under the laws of the United Kingdom, with its principal place of business in London, England. Upon information and belief, Talbot provides insurance services.

13. Upon information and belief, Defendant Great Lakes Reinsurance UK (PLC) (“Great Lakes”) is organized and exists under the laws of the United Kingdom, with its

principal place of business in London, England. Upon information and belief, Great Lakes provides insurance services.

14. Upon information and belief, Defendant SR International Business Insurance Company Ltd. (“SR International”) is organized and exists under the laws of the United Kingdom, with its principal place of business in London, England. Upon information and belief, SR International provides insurance services.

JURISDICTION AND VENUE

15. Pursuant to Section 6.15 of the Policies at issue and its accompanying schedule, Defendants have consented to the jurisdiction of this Court.

16. Venue is proper in New York County pursuant to CPLR §§ 503(a) and 503(c) because Plaintiff BTI’s principal place of business is in New York County.

THE FACTS

17. In the winter of 2004, Spears was preparing for her “Onyx Hotel Tour” (the “Tour”) following the release of her November 2003 album, “In the Zone.” The album debuted at No. 1 on The Billboard 200 and featured Spears’ Grammy-nominated hit single “Toxic.”

18. The Tour, scheduled to commence on March 2, 2004 in San Diego, California, was a highly crafted production which included the well known music and dancing of Spears, supported by elaborate costumes, complex choreography as well as cutting edge video production, lighting and other effects. As of early 2004, the Tour was scheduled for 82 shows in almost as many cities throughout North America and Europe.

19. As initially scheduled, the Tour included three “legs” which consisted of 25 shows from March 2 to April 10, 2004 (the “First Leg”), 27 shows from April 27 to June 5,

2004 (the "Second Leg"), and 30 shows from June 23 to August 10, 2004 (the "Third Leg").

20. On or around February 3, 2004, consistent with industry custom and practices, Plaintiffs purchased contingency insurance to cover abandonment, postponement or cancellation of performances of the Tour in the average amount of \$380,000 per show, subject to a \$760,000 aggregate deductible and a total indemnity limit at the time of \$26,772,000.

21. The insurers, consisting of Defendants Liberty, QBE, AXA, Markel, Beazley, Talbot, Great Lakes, SR International and non-party North American Capacity Insurance Company ("NACI") assumed various subscription percentages under five separate but identical insurance policies (collectively the "Policies"), representing different layers of insurance coverage as follows:

Policy No.	Layer	Insurer	Subscription Percentage
C049894	Primary Layer of \$380,000	Liberty AXA QBE	41.67% 41.67% 16.66%
C049895	Excess Layer of \$760,000 in excess of \$380,000	AXA	100%
C049896	Excess Layer of \$2,860,000 in excess of \$1,140,000	Liberty QBE Markel AXA	25.00% 14.06% 14.06% 46.88%
C049897	Excess Layer of \$6,000,000 in excess of \$4,000,000	Liberty Beazley SR Int'l Great Lakes	40.0000% 13.8462% 27.6923% 18.4615%
C049898	Excess Layer \$16,772,000 in excess of \$10,000,000	Liberty Talbot Beazley AXA SR Int'l Great Lakes NACI	30.0000% 38.5600% 1.7308% 8.9400% 3.4615% 2.3077% 15.0000%

22. By their terms, the Policies covered in the aggregate the period from February 3, 2004 through August 10, 2004 (the "Policy Period"), which included necessary rehearsal time for the one month period before the Tour began and continued until the last scheduled show.

23. The Policies were issued through Lloyds of London ("Lloyds"). Lloyds is a society of members who underwrite in syndicates on whose behalf professional underwriters accept risk. Some of the Defendants were members of the Lloyds syndicate.

24. The Policies were Lloyds Contingency Non-Appearance and Cancellation Policies which designate New York law as governing any dispute arising under them.

25. Under Section 1.1 of the Policies, subject to certain limitations and exclusions, Defendants agreed to "indemnify [Plaintiffs] for their Ascertained Net Loss should any Insured Performance(s) or Event(s) specified in the Tour Schedule be necessarily Cancelled, Abandoned, Postponed, or Interrupted" provided that "the necessary Cancellation, Abandonment, Postponement, or Interruption [was] caused by a peril described in 2.1 to 2.7 [of the Policies]."

26. Section 2.2 of the Policies defines a Peril for which coverage was provided to include:

ACCIDENT to or ILLNESS of any Insured Person which, in the opinion of an independent medical practitioner approved by the Underwriters, entirely prevents any Insured Person from appearing or continued to appear in any or all of the Insured Performance(s) or Event(s).

27. "Ascertained Net Loss" under Section 3.1 of the Policies is "such sums in excess of any deductible...as represent (a) the part of the Expenses which have been irrevocably expended in connection with the Insured Performance(s) or Event(s)..." and "the reduction in

Profit which the [Insureds] can satisfactorily prove would have been earned had the Insured Performance(s) or Event(s) taken place.”

28. Each of the Defendants agreed to be severally liable for their respective subscription percentage of the underwriting.

29. As Spears had done for prior tours, as part of the insurance process, she underwent a routine pre-tour medical examination. The examination was conducted on February 5, 2004, by Noam Drazin, M.D., of Los Angeles, California, an independent physician.

30. After examining Spears, Dr. Drazin concluded that she was “in sound health and free from disease” and “in a fit condition” for the Tour.

31. As a result of Dr. Drazin’s opinion, the exclusion in paragraph 7.3.4 which excluded coverage for “any known pre-existing, physical, psychological or medical condition . . . ” was removed from the Policies.

32. At the time of her examination by Dr. Drazin, Spears was asked to complete a questionnaire regarding her medical history which included a question about whether she had “consulted a doctor, been under a doctor’s care, had surgical advice or treatment or been confined to a hospital during the past five years” as well as another question about whether, to the best of her knowledge and belief, she had ever been told she had “[a]ny disease, disorder, or injury to the bones, joints, muscles, back, spine, or neck.” Spears answered “No” to both questions.

33. Spears, in fact, had undergone minor orthopedic surgery on her left knee in March 1999, four years and eleven months prior to answering the questionnaire. She fully recovered from the March 1999 surgery, and in fact performed hundreds of times since the surgery.

34. Spears' failure to recall the injury, and that it had not been a full five years since her surgery and the injury, was an innocent omission that was not material to Defendants' decision to provide coverage or to the scope of the coverage provided. Indeed, had Spears answered the questions in the affirmative, it would not have made any difference to the Defendants in their decision to provide coverage or to remove the exclusion in section 7.3.4 for known pre-existing medical conditions.

35. Some or all of the Defendants already knew or should have known the full facts and circumstances of Spears' 1999 knee surgery prior to issuing the Policies as Plaintiffs had previously purchased tour cancellation insurance from many of these very same Defendants.

36. Indeed, four years earlier, in February of 2000, Spears procured similar contingency insurance (the "2000 Policy") from some of the very same Defendants for her Spring 2000 Tour of the United States.

37. In connection with the 2000 Policy, Spears answered "yes" to both questions and disclosed her 1999 knee injury to the insurers in an identical medical questionnaire.

38. Shortly thereafter, Spears provided the insurers under the 2000 Policy a letter from the physician who treated her for the 1999 knee surgery, Dr. Timothy P. Finney ("Dr. Finney") of New Orleans, Louisiana. Dr. Finney's letter provided the insurers with further details regarding the knee surgery, including that it occurred in March 1999.

39. With full knowledge of the fact that Spears had suffered a knee injury only a year earlier and provided with the details of the injury, the insurers under the 2000 Policy removed any exclusions for pre-existing medical conditions from the 2000 Policy.

40. Spears also obtained similar contingency insurance in 2001 from some of the Defendants, who again removed the exclusion for pre-existing medical conditions.

41. In May 2002, Plaintiffs purchased contingency insurance (the "2002 Policy") for Spears' 2002 Spring/Summer Tour of the United States from some of the Defendants.

42. In a May 29, 2002 questionnaire, Spears again disclosed her 1999 knee injury. The insurers under the 2002 Policy specifically noted in the Policy Schedule that they were in receipt of prior medical information provided as part of the 2000 Policy, including the March 2000 letter from Dr. Finney, which detailed the knee surgery.

43. After receiving Spears' medical affidavit, which contained disclosure of the 1999 Knee Surgery, the insurers once again, as in past years of coverage, deleted exclusion 7.3.4 of the 2002 Policy, which excluded coverage based on "any known pre-existing, physical, psychological or medical condition"

44. On March 18, 2004, during the First Leg of the Tour, Spears injured her left knee during a performance in Moline, Illinois.

45. As a result of her injury, Spears was forced to cancel her March 19, 2004 show in Chicago as well as her March 21, 2004 show in Detroit.

46. On or about March 19, 2004, the Defendants were apprised of Spears' injury and the resulting cancellation of the two shows.

47. Defendants requested that a physician retained and selected by them examine Spears. On March 22, 2004, Spears was examined by Defendants' doctor, Rick Hammesfahr, M.D., in Atlanta, the location of her next performance.

48. On or about March 23, 2004, Dr. Hammesfahr shared the results of his examination with Defendants through their agent, David Taylor. Mr. Taylor, upon information and belief, was already aware of the 1999 knee injury including when it occurred.

49. Dr. Hammesfahr informed Defendants that Spears' March 18, 2004 injury was not likely related to the March 1999 injury and that the new injury was on the *opposite* side of the knee that was previously injured in 1999.

50. Dr. Hammesfahr advised Defendants that Spears was recovering well and was able to perform in a rehearsal for the Atlanta show.

51. Spears successfully performed the Atlanta show as well as the remainder of the shows on the First Leg of the Tour without any further cancellations.

52. On or around April 1, 2004, Spears was asked to provide an explanation regarding the omission of her knee surgery on her pre-tour medical questionnaire. Spears provided that explanation as requested.

53. After April 1, 2004, Defendants agreed to extend the Policy Period from August 10, 2004 until August 15, 2004, to accommodate an additional show. Defendants accepted an additional premium payment from Plaintiffs for said extension on or about April 14, 2004.

54. Spears completed the Second Leg of her Tour on June 5, 2004, without any cancellations.

55. On June 8, 2004, while the Policies were in full force and effect, Spears was in Queens, New York to shoot a music video for her newest single, "Outrageous."

56. Spears' required performance in the video was limited and far less strenuous than any dancing she had performed during the Tour, including performances she had completed since the March 18, 2004 injury.

57. While filming the video, Spears injured her left knee and was rushed to a hospital.

58. Dr. Russell Warren ("Dr. Warren") of The Hospital For Special Surgery in New York City attended to Spears and determined that she had floating cartilage in her knee which would require surgical repair.

59. Spears' surgery took place on June 11, 2004.

60. After Spears' surgery, Dr. Warren determined that it would take Spears three to four months to fully recover from the injury, making it impossible for her to resume the Tour's scheduled Third Leg on June 23, 2004.

61. Dr. Hammesfahr, the Defendants' retained specialist, was present at the hospital and conferred with Dr. Warren after the surgery. Upon information and belief, he also confirmed that Spears' recovery would be three to four months and that she would not be able to perform the dancing and other physical activities necessary to continue the Tour as scheduled.

62. On or around June 15, 2004, the remainder of the Tour was cancelled.

63. Plaintiffs duly notified Defendants that they had suffered a covered loss under the Policies and that Plaintiffs had suffered a net loss of approximately \$9,801,118.06.

64. All information requested by Defendants in their investigation of the Insureds' claim was provided to them.

65. All of the Defendants except AXA have forwarded letters to Plaintiffs informing them that they are rescinding coverage or alternatively denying coverage for the claim or refusing to pay-out on the claim despite due demand having been made for payment.

66. Liberty, QBE, Markel, Beazely, and SR International have each individually stated that they are denying the Insureds' claim and are rescinding the Policies on, among other grounds, Spears' omission in her "pre-tour medical report" that she had undergone surgery in the prior five years and failure to answer "yes" to a question asking if she was told that she had a "disease, disorder or injury to the bones, joints, muscles, back, spine or neck."

67. Liberty, QBE, Markel, Beazely, and SR International claimed that if they had known that Spears had knee surgery four years and eleven months prior to the medical report, they would not have agreed to provide coverage and therefore, these Defendants contend their subscriptions to the policies are void *ab initio* notwithstanding their prior knowledge and the knowledge of their agent of the injury and their promises to provide coverage in past policies despite such prior injury.

68. These Defendants' purported rescission of the policies based on Spears' answers to the pre-tour medical questionnaire is without any basis and is improper and illegal.

69. All of the Defendants, except Great Lakes and AXA have further advised Plaintiffs that in the event they are not entitled to rescind the policies, they are denying coverage based on sections 4.1, 4.1.3, 4.3.1, 4.3.2, 4.5, 6.2, 7.3.6, 7.4, and 7.13.2 of the Policies on the basis of Spears' participation in the June 8, 2004 video shoot, claiming that Spears' participation in the music video shoot in light of a March 2004 knee injury was imprudent.

70. Great Lakes has informed Plaintiffs that it is not yet in a position to make a determination as to whether or not to pay under the Policies.

71. AXA has not provided any response to Plaintiffs' demand for payment under the Policies.

72. Defendants' denial of coverage and/or failure to pay based on Spears' participation in a music video is without any basis and is improper and illegal as nothing in the Policies, including the provisions referenced by Defendants, prohibited Spears from shooting a video during the tour hiatus which is normal practice for artists in the music industry.

CLAIM FOR RELIEF

(Breach of Contract)

73. Plaintiffs repeat and re-allege the allegations contained in paragraphs 1 through 72, as if fully set forth herein.

74. The Policies constitute valid and binding contracts between each Defendant and Plaintiffs.

75. Each Defendant received consideration in the form of premium payments from Plaintiffs for undertaking the contractual obligations of the Policies.

76. The Policies place an affirmative duty upon Defendants to compensate Plaintiffs for losses arising from cancelled performances of the Tour, provided that the cancellation is caused by a covered peril.

77. Spears' June 8, 2004 knee injury was a "peril" within the meaning of the Policies and was, therefore, covered under the Policies.

78. As a result of Spears' knee injury the remainder of the Tour had to be cancelled.

79. Plaintiffs have duly performed and complied with all the terms and conditions of the Policies.

80. Defendants have repudiated their obligations under the Policies and refused to pay Plaintiffs' losses as required.

81. Each Defendant has breached its obligations under the Policies.

82. As a direct and proximate result of Defendants' breach of their contracts, as alleged above, Plaintiffs have been deprived of the benefits of coverage under the Policies and have been damaged in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment in their favor against Defendants in an amount to be proven at trial, but in no event less than \$9,801,118.06 in compensatory damages, plus costs and disbursements of this action and such other and further relief as the Court may find just and proper.

Dated: New York, New York
February 2, 2005

Respectfully submitted,

KELLEY DRYE & WARREN LLP

By: 

John M. Callagy
Jonathan Stoler
Robert I. Steiner
101 Park Avenue
New York, New York 10178
(212) 808-7800
Attorneys for Plaintiffs Britney Touring
Inc. and Britney Spears