

COMMERCE AND INDUSTRY INSURANCE COMPANY

175 Water Street - 18th Floor
New York, NY 10038
(212) 458-5000

WEATHER INSURANCE POLICY

I. INSURING AGREEMENT

In consideration of the payment of the **Premium** specified in the Declarations made prior to the effective date of this Policy, we shall pay the **Sum Insured** specified for loss caused by an **Insured Peril**, subject to all the terms and conditions of the Policy.

II. DEFINITIONS

- A. **Average Sustained Wind** refers to a reading that is taken/recorded, excluding gusts, every 15 minutes with the average of four values given as the recorded average wind speed per hour.
- B. **Insured Event** refers to the event described in Subparagraph 4.d. of the Declarations on the Date(s) of **Insured Event**, **Insured Hours**, and Location of **Insured Event** noted in Subparagraphs 4.a., 4.c., and 4.e. of the Declarations.
- C. **Insured Hours** refers to the hours specified in Subparagraph 4.c. of the Declarations at the Standard Time of the day at the Location of Insured Event. Where Daylight Savings Time is in effect, Standard Time shall mean Daylight Savings Time.
- D. **Insured Peril** refers to the peril(s) described in Subparagraph 4.a. of the Declarations.
- E. **Lightning** refers to a severe electrical storm which occurs during the **Insured Hours** resulting in conditions which the Local Authority considers to pose serious threat to the safety of those attending the **Insured Event**.
- F. **Maximum Sustained Wind** refers to a reading that is taken/recorded, excluding gusts, every 15 minutes with the maximum of the four values given as the recorded maximum wind speed per hour.
- G. **Minimum Sustained Wind** refers to a reading that is taken/recorded, excluding gusts, every 15 minutes with the minimum of the four values given as the recorded minimum wind speed per hour.
- H. **Rain** refers to precipitation in the form of liquid water drops that have diameters greater than 0.5 mm, or, if widely scattered, the drops may be smaller.
- I. **Snow** refers to precipitation composed of white or translucent ice crystals, chiefly in complex branch hexagonal form and often agglomerated into snowflakes.
- J. **Sum Insured** is as shown in Paragraph 3. of the Declarations.
- K. **Temperature** refers to the degree, in Fahrenheit unless otherwise agreed to, of hotness or coldness of the environment.
- L. **We, us, our** refers to the company providing this insurance.
- M. **Wind measurements** must be recorded at a remote site using an anemometer having the capacity to record wind values to at least 50 miles per hour.
- N. **You or your** refers to the **Named Insured** listed in the Declarations.

III. EXCLUSIONS

This Policy does not cover loss caused by, resulting from, contributing to, or made worse by:

- A. Any peril or reason other than the **Insured Peril**.
- B. Any fraudulent or dishonest act(s) committed alone or in collusion with others by any employee, officer, director, partner, trustee, or any authorized representatives of the Insured, whether or not such act(s) be committed during regular business hours; or
- C. Any resultant changes in normal weather patterns caused by or resulting from, contributed to, or made worse by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled.

IV. GENERAL CONDITIONS

A. ASSIGNMENT

This Policy shall not be assigned or transferred without **our** written consent.

B. NOTICE OF CLAIM

You shall furnish **us** with Notice of Claim within thirty (30) days of the last day of the **Insured Event**.

C. CLAIMS HANDLING

- 1. In the event that the weather recording by the Claim Verification Source specified in Subparagraph 4.f. of the Declarations is not available to **us**, then the available recording from the Government Weather Bureau Station nearest the Location of Insured Event will be acceptable to **you** and **us**.

The Claim Verification Source for recording shall be as specified in the **Insured Peril** Section of the **Declarations**.

- 2. Within fifteen (15) days after **we** receive written Notice of Claim, **we** will:

- a. Acknowledge receipt of the claim and
- b. Begin investigation of the claim

- 3. Within thirty (30) days thereafter **we** will notify **you** in writing as to whether:

- a. The claim will be paid;
- b. The claim has been denied, and inform **you** of the reasons for denial;
- c. More information is necessary; or
- d. **We** need additional time to reach a decision. If **we** need additional time, **we** will inform **you** of the reasons for such need

- 4. If the claim is approved **we** will notify **you** in writing and pay the benefit within thirty (30) days thereafter.

D. MISREPRESENTATION AND FRAUD

This Policy shall be void if, whether before or after a loss, **you** have intentionally concealed or misrepresented any material fact or circumstances concerning:

1. This Policy including, but not limited to, any information provided in connection with the underwriting of the risk,
2. The event covered under this Policy;
3. **Your** interest in this insurance; or
4. Any claim under this Policy.

E. BOOKS AND RECORDS

We may examine **your** books and records as they relate to this coverage at any time during the **Policy Period** and up to two (2) years thereafter.

F. SERVICE OF SUIT

In the event of **our** failure to pay any amount claimed to be due under this Policy, **we**, at **your** request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of **our** rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. Service of process in such suit may be made upon General Counsel, Corporate Legal Department, Chartis Inc., 175 Water Street, New York, NY 10038, or his or her representative, and that in any suit instituted against this Company upon this contract, **we** will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, this Company designates the Superintendent, Commissioner, or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the **you** or any beneficiary hereunder arising out of this contract of insurance and designates the above named General Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

G. CONFORMANCE TO STATUTE

Terms of this Policy which are in conflict with the statutes of the state wherein this Policy is issued are amended to conform to the minimum requirements of such statutes.

H. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or stop **us** from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.

I. OTHER INSURANCE

If there is other insurance that applies to the loss caused by an **Insured Peril**, the amount otherwise payable under this Policy shall be reduced by the amount payable under such other insurance.

J. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Policy unless:

1. There has been full compliance with all the terms of this Policy; and
2. The action is brought within 2 years and 1 day after the completion of the **Insured Event** for which claim is made.

K. CANCELLATION

This policy cannot be cancelled by **you** or **us** after the premium has been received by **us** from **you**.

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.

PRESIDENT

SECRETARY

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.

AUTHORIZED REPRESENTATIVE

Chartis U.S.

Privacy and Data Security Notice

I. Your Privacy

In the course of conducting business, we collect information about you in order to properly service the products we sell to you. Accordingly, Chartis U.S. has established practices, procedures and system protections that are designed to help protect the privacy and security of your information.

About This Notice

The term "Personal Information," as used in this Privacy and Data Security Notice, means information that identifies you, our Customer, personally. Examples of Personal Information include a first and last name, a home or other physical address, an email address, a credit card number, a driver's license number, or information on your physical condition or health status.

This Privacy and Data Security Notice outlines how we collect, handle, and disclose Personal Information about you. It applies only to your Personal Information obtained by the Companies listed at the end of this Notice, in connection with products or services with which you received this Notice which are primarily for personal, family, or household purposes in the United States.

Information Collection

We may collect Personal Information about you from applications, enrollment forms, your other interactions with us, our Affiliates, and when we process claims or other transactions in connection with the underwriting process. We may also collect Personal Information about you from credit reporting agencies and other third parties in connection with the sale of our products to you.

We will collect Personal Information about you only in accordance with applicable laws or regulations or in response to your request for a product or service from us.

Information Sharing

We may share your Personal Information with Affiliates and Non-Affiliates as described below.

With our Affiliates: We may share customer information with our Affiliates. Our Affiliates may include other insurance companies, insurance holding companies, insurance agents and agencies, claims administrators, marketing companies, e-commerce service providers, and companies providing administrative services.

- We may share your Personal Information with our Affiliates that assist us in servicing your insurance policies. Examples are administration (billing and collections), risk management, underwriting, and claims handling. We may also share your Personal Information with our Affiliates for the purpose of detecting and preventing fraud, as directed or authorized by you, or as otherwise permitted or required by law.
- We will not share your Personal Information that is of a financial nature with our Affiliates for marketing purposes without first providing you an opportunity to direct that such information not be shared.
- We will not share your Personal Information that is of a health nature with our Affiliates except as directed or authorized by you.

With Non-Affiliates: We may also share customer information with Non-Affiliated companies.

1. We may share your Personal Information with Non-Affiliates that assist us in servicing your insurance policies. Examples are administration (billing and collections), risk management, underwriting, and claims handling. We may also share your Personal Information with Non-Affiliates for the purpose of detecting and preventing fraud, as directed or authorized by you, or as otherwise permitted or required by law.
2. We may enter into joint marketing agreements with Non-Affiliates to share your non-health Personal Information as permitted by law. These Non-Affiliates may include providers of financial products or services such as insurance companies, financial institutions, and securities firms.

Because we do not share customer information in any other way, there is no need for an opt-out process in our privacy procedures.

For California and Vermont Residents: If it becomes necessary to share your Personal Information with Non-Affiliates other than as specifically allowed by law, we will not do so without first obtaining your permission.

II. Information Protection

We maintain physical, electronic, and procedural safeguards designed to protect your Personal Information. Only authorized employees, insurance agents and administrators are permitted to have access to that information.

We expect any Non-Affiliates that serve our Customers on our behalf to adhere to our privacy policy. Those non-affiliates are legally bound to use your Personal Information received from us only for the purposes for which it was provided and to not disclose it or use it in any other way. These Non-Affiliates are also subject to and governed by federal and state privacy laws and regulations. We are not responsible for their misuse of information.

To help prevent unwarranted disclosure of your Personal Information and secure it from theft, we utilize secure computer networks. Access is restricted to those individuals who need to use your Personal Information to provide products or services to you.

III. Maintaining Information

We also maintain procedures to ensure that the information we collect is accurate, up-to-date, and as complete as possible. If you believe the information we have about you in our records or files is incomplete or inaccurate, you may request that we make additions or corrections, or if it is feasible, that we delete this information from our files. You may make this request in writing to (include your name, address and policy number):

**Chief Privacy Officer
Chartis U.S.
175 Water Street, 17th Floor
New York, NY 10038
Fax: 212 458-7081
E-Mail: CIPrivacy@chartisinsurance.com**

Special Notice: You can obtain access to any non-public Personal Information we have about you if you properly identify yourself and submit a written request to the address above describing the information you want to review. We will also tell you the identity, if recorded, of persons to whom we have disclosed your non-public Personal Information within the preceding two years.

You may request that we correct, amend or delete any information about you. If we do so, we will notify organizations that provided us with that information and, at your request, persons who received that information from us within the preceding two years. If we refuse to correct, amend or delete the information, you may give us a written statement of the reasons you disagree, which we will place in your file and give to the same parties who would have been notified of the requested change.

Our Customers Can Depend on Us

We are committed to maintaining our trusted relationship with our Customers. We consider it our privilege to serve our Customers' insurance and financial needs and we value the trust they have placed in us. Our Customers' privacy is a top priority with us and thus we will continue to monitor our privacy practices in order to protect and respect that privacy and will comply with state privacy laws that require more restrictive practices than those set out in this notice.

Important Information Concerning the Applicability and Future Changes to this Privacy and Data Security Notice

Although we may change this Privacy and Data Security Notice at any time, you will be notified of any changes as required by law.

American Home Assurance Company; Audubon Indemnity Company; Audubon Insurance Company; Chartis Casualty Company; Chartis Property Casualty Company; Chartis Select Insurance Company; Chartis Specialty Insurance Company; Commerce and Industry Insurance Company; Granite State Insurance Company; Illinois National Insurance Co.; Landmark Insurance Company; Lexington Insurance Company; National Union Fire Insurance Company of Pittsburgh, Pa.; National Union Fire Insurance Company of Vermont; New Hampshire Insurance Company; The Insurance Company of the State of Pennsylvania; other member companies of Chartis U.S., and American International Life Assurance Company of New York and AIG Life Insurance Company.