

COMMERCE AND INDUSTRY INSURANCE COMPANY

Executive Offices:

70 Pine Street
New York, NY 10270
(212) 770-7000

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 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.

F. 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.

G. 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, American International Companies, 70 Pine Street, New York, NY 10270, 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 therefore, 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.

H. 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.

I. 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.

J. 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.

L. 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.

M. CANCELLATION

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

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/Memorandum page of the policy.