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PRIVATE EVENT CANCELLATION INSURANCE

A. Insuring Agreement

In reliance on the statements you made to us, we agree to provide the insurance described in this policy. In return, you must pay the premium and comply with the policy terms. By accepting this policy, you agree that:

01. The statements in the Declarations and the application are your agreements and representations;
02. We have issued this policy in reliance on the truth of such representations; and
03. This policy contains all agreements existing between you and us, or any of our agents.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

IMPORTANT NOTICE:

YOU HAVE ONLY THOSE COVERAGES FOR WHICH LIMITS ARE SHOWN ON THE DECLARATIONS PAGE.

B. Definitions

Throughout this policy, the words “you” and “your” refer to the **Named Insured** shown in the Declarations. “You” and “your” also refer to the legal spouse of the **Named Insured**, if a resident of the same household. The words “we”, “us” and “our” refer to the insurance company providing this insurance. Other words and phrases that appear in **bold face** type have special meaning. They are defined as follows:

01. **Bodily Injury** means bodily harm, sickness or disease. It includes death that results from any of these.
02. **Canceled** means to completely call off or to completely terminate the **Private Event** in its entirety.
03. **Change Of Heart** means a decision by an **Honoree** not to proceed with or take part in the **Private Event** or any accompanying ceremony or ritual.
04. **Commitment Ceremony** means a social event celebrating a homosexual relationship, or a same-sex wedding.
05. **Domestic Partner** means an individual who:
 - a. is financially interdependent with you and with whom you are jointly responsible for each other’s common welfare;
 - b. intends to remain in a committed relationship;
 - c. shares the same living quarters and permanent address;
 - d. is not so closely related by blood that legal marriage would otherwise be prohibited;
 - e. is at least age 18 and like you, not legally married to another person;
 - f. has not been in a different domestic partner relationship within the last 12 months; and,
 - g. is in the current domestic partner relationship which has been in effect for at least 12 months.
06. **Extreme Weather Conditions** means intense or catastrophic weather conditions including but not limited to flood, earthquake, volcanic eruption, hurricane, tidal wave, tornado, typhoon, cyclone, blizzard, ice storm, windstorm with winds in excess of 65 miles per hour, or similar conditions.
07. **Fireworks** means any device consisting of explosives or combustibles set off to generate light, smoke or noise for amusement. **Fireworks** includes but is not limited to sparklers.
08. **Gifts** means any item of personal property which is given to the **Honoree** in connection with the **Private Event**. However, **Gifts** does not include:
 - a. cash or checks in amounts greater than the amount shown on the Declarations under Cash or Checks Limit;
 - b. other cash equivalents, including but not limited to, bank notes, coins, bullion, gold other than goldware, silver other than silverware, platinum, tickets, securities, money orders, revenue stamps, other stamps in current use, tokens, smart cards or stored value cards;
 - c. accounts, bills, deeds or an evidence of debt;
 - d. passports or other documents;
 - e. self-propelled vehicles that are designed for highway use; or
 - f. aircraft.
09. **Honoree** means the person or persons named in the Declarations as **Honoree**, and in whose honor or for whose benefit the **Private Event** is being held.
10. **Hostile Fire** means a fire which is unintended, breaks out from where it was intended to be, or becomes uncontrollable.
11. **Immediate Family** means the following **Relative(s)**:
 - a. spouses;
 - b. domestic partners;
 - c. grandparents;
 - d. parents;
 - e. siblings; and
 - f. children.
12. **Insured Contract** means a written agreement for the use of the premises or facility where the **Private Event** is to take place.
13. **Leave of Absence** means the official written permission granted to you or the **Honoree** by any branch of the United States Military, police or fire service to be absent from work or duty to attend the **Private Event**.

14. **Medical Expense** means the reasonable and necessary cost of the following services:
- medical, surgical, x-ray and dental services;
 - prosthetic devices, eye glasses, hearing aids;
 - medicinal drugs; or
 - ambulance, hospital, licensed nursing and funeral services.
15. **Named Insured** means the individual shown on the Declarations as the **Named Insured**. The **Named Insured** also includes the following as insureds:
- the legal spouse of the **Named Insured**, if a resident of the same household;
 - other residents of the **Named Insured's** household who are:
 - relatives of the **Named Insured**;
 - a **Domestic Partner** of the **Named Insured**; or
 - any person under the age of 25 in the care of a person described above.
- If your spouse or **Domestic Partner** stops being a resident of your household during the policy period or prior to the inception of this policy, they will be considered an insured under this policy until the earlier of:
- the end of 90 days following their change of residency;
 - the effective date of another policy listing him/her as a **Named Insured**; or
 - the end of the policy period.
16. **Nuclear Action** means nuclear reaction, discharge, radiation or radioactive contamination. It includes any consequence of any of these. Loss caused by **Nuclear Action** is not considered loss by fire, explosion or smoke. However, direct loss by fire resulting from **Nuclear Action** is covered.
17. **Occurrence** means:
- under Private Event Cancellation Insurance Property Coverage, an accidental loss to covered property.
 - under Private Event Cancellation Insurance Personal Liability Coverage:
 - an accident, including continuous or repeated exposure to similar harmful conditions which results in **Bodily Injury** or **Property Damage**; or
 - an act or series of related acts which results in **Personal Injury**.
18. **Personal Injury** means injury other than **Bodily Injury** that arises out of any of the following acts:
- false arrest, false detention or false imprisonment;
 - malicious prosecution;
 - wrongful entry or wrongful eviction;
 - defamation, libel or slander; or
 - invasion of privacy.
19. **Photographs** means any still photographs which are taken of the **Private Event** by a **Professional** photographer.
20. **Policy Period** means the time this policy is in effect from the date and hour shown in the Declarations as "Inception Date" until the date and hour shown in the Declarations as "Expiration Date".
21. **Policy Territory** means:
- under Private Event Cancellation Insurance Property Coverage, the United States, its territories and possessions, Canada, other locations as specified on the Declarations page, and cruise ships leaving there from.
 - under Private Event Cancellation Insurance Personal Liability Coverage, the United States, its territories and possessions, Canada and cruise ships leaving there from.
22. **Pollutants** mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
23. **Postponed** means to delay or to defer until a future date and time. However, **Postponed** does not mean to delay or to defer by a matter of hours.
24. **Private Event** means the private party or festivity described in the Declarations which is scheduled to take place at the date and place shown in the Declarations. It includes only those activities that are described in the Declarations as taking place at a specific place and date.
25. **Private Event Site** and **Private Event Site Insured** means the facility, site or venue where the **Private Event** is scheduled to take place.
26. **Professional** means a person who engages in a given activity for the general public as a source of livelihood or as a career.
27. **Property Damage** means physical injury to or destruction of tangible property. It includes loss of use of such property.
28. **Relative** means a person related by blood, marriage or legal adoption.
29. **Rented Property** means any item of personal property that you or the **Honoree** rent from others to facilitate the production of the **Private Event**. It includes but is not limited to, temporary outdoor shelters, such as tents or marquees, tables, chairs and stages. **Rented Property** does not include:
- property borrowed by you or the **Honoree**, or property loaned to you or the **Honoree**;
 - precious stones, jewelry or similar items of value;
 - paintings, statuary or other works of art or valuable papers;

- d. property while waterborne, unless on a transporting land conveyance aboard any regular ferry operating on inland waterways;
 - e. any aircraft, motorized land vehicle or watercraft; or
 - f. **Special Attire**.
30. **Special Attire** means the clothing, including but not limited to hats, gloves and shoes, that you or the **Honoree** buy or rent specifically to be worn at the **Private Event** by:
- a. you;
 - b. the **Honoree**; or
 - c. any attendants of the **Honoree**.
- Special Attire** does not include watches, jewelry or precious or semi-precious gemstones or pearls, even when attached to clothing.
31. **Vendor** means any person or entity hired to provide any goods or any services for the **Private Event**.
32. **War** includes:
- a. undeclared war, civil war, insurrection, rebellion or revolution;
 - b. warlike act by a military force or military personnel;
 - c. destruction or seizure or use for a military purpose;
 - d. discharge of a nuclear weapon, even if accidental; or
 - e. any consequence of any of these. But this does not apply to a **Leave of Absence** which is canceled or withdrawn.

SECTION I PRIVATE EVENT CANCELLATION INSURANCE PROPERTY COVERAGE

A. Property Coverage

01. Cancellation Or Postponement Coverage

We cover the nonrefundable expenses you or the **Honoree** have incurred in connection with the **Private Event** if it must be **Canceled** or **Postponed** as a result of a cause of loss not excluded.

a. What We Will Pay Under Cancellation Or Postponement Coverage

We will pay, up to the limit of insurance, the following costs you or the **Honoree** incurred in connection with the **Private Event** up to the time it was **Canceled** or **Postponed**, and which you or the **Honoree** cannot have refunded by the vendor:

- (01) costs to rent the premises where the **Private Event** was to be held;
- (02) transportation costs, such as limousines and air fares incurred in connection with the **Private Event**;
- (03) cost of **Professional** catering services;
- (04) cost of hotel accommodations incurred in connection with the **Private Event**;
- (05) **Professional** photographers' fees, **Professional** musicians' fees and **Professional** florists' fees;
- (06) **Professional** dressmakers' fees, **Professional** tailors' fees and cost to rent **Special Attire**. But we will not pay dressmakers' fees or tailors' fees for any **Special Attire** which is retained by you, the **Honoree**, or any attendants of the **Honoree**;
- (07) if the **Private Event** is a wedding, cost of transportation and hotel accommodations or any similar non-refundable costs incurred in connection with the honeymoon; and
- (08) any similar nonrefundable costs you or the **Honoree** incur in connection with the **Private Event**.

b. Exclusions-What We Do Not Cover Under Cancellation Or Postponement Coverage

(01) Advice Of Physician

We do not cover any expenses incurred if the **Private Event** is **Canceled** or **Postponed** due to **Bodily Injury** to any person if the **Private Event** was scheduled against the advice of that person's medical doctor. But this does not apply if the **Bodily Injury** was not related to the condition that led to the advice.

(02) Bodily Injury

We do not cover any expenses incurred if the **Private Event** is **Canceled** or **Postponed** due to **Bodily Injury** to any person caused by or resulting from:

- (a) a self inflicted injury;
- (b) the use of alcohol or drugs;
- (c) insanity of any person;
- (d) military operations of any kind;
- (e) aircraft. But this does not apply to **Bodily Injury** to a fare paying passenger of a regularly scheduled aircraft;
- (f) taking part in any hazardous sport or activity, including but not limited to;
 - (aa) hunting;
 - (bb) skiing or sledding;
 - (cc) racing of vehicles of any kind;
 - (dd) skin diving or sky diving;

(g) a pregnancy which began before the inception date of this policy. But this does not apply if the expected delivery date is more than 60 days after the date the last **Private Event**, as shown on the Declarations page, is scheduled to take place.

(03) Criminal Conduct

We do not cover any expenses incurred if the **Private Event** is **Canceled** or **Postponed** because you or the **Honoree** are arrested or imprisoned for any criminal activity.

(04) Death From Known Circumstances

We do not cover any expenses incurred if the **Private Event** is **Canceled** or **Postponed** due to the death of anyone who was diagnosed as terminal prior to the application date of this policy. But this does not apply if death resulted from a cause not related to the diagnosis.

(05) Decisions Of You Or The Honoree

We do not cover any expenses incurred if the **Private Event** is **Canceled** or **Postponed** due to a decision by you or the **Honoree** not to proceed with or take part in the **Private Event** or any accompanying ceremony or ritual. But this does not apply to **Change Of Heart** by an **Honoree** if all of the following conditions have been met:

- (a) the person(s) responsible for financing the **Private Event** are not the **Honoree** and had no prior knowledge of a pending **Change of Heart** by the **Honoree**;
- (b) the **Private Event** is **Canceled** no less than the number of days shown under the **Change of Heart** coverage on the Declarations page prior to the date the first **Private Event**, as shown on the Declarations page, is scheduled to take place; and,
- (c) A limit is shown for **Change of Heart** coverage on the Declarations page.

The amount we will pay for **Change of Heart** coverage is included within and is not in addition to the Cancellation Or Postponement limit of insurance.

(06) Failure To Notify

We do not cover any expenses incurred because you or the **Honoree** fail to notify, as soon as practicable, any vendor hired to provide goods or services for the **Private Event** that it has been **Canceled** or **Postponed**.

(07) Known Circumstances

We do not cover any expenses incurred if the **Private Event** is **Canceled** or **Postponed** due to circumstances which you or the **Honoree** knew at the time you applied for this policy were likely to cause the **Private Event** to be **Canceled** or **Postponed**.

(08) Lack Of Funds

We do not cover any expenses incurred if the **Private Event** is **Canceled** or **Postponed** due to lack of funds. But this does not apply when the lack of funds is caused by the unexpected unemployment of you or the **Honoree** and the unemployment qualifies or will qualify for the payment of state unemployment compensation. The unemployment must have occurred after this policy was issued.

(09) Nonappearance Or Unavailability

Subject to items (01) through (08) above and items (10) through (15) below, we do not cover any expenses incurred if the **Private Event** is **Canceled** or **Postponed** due to the nonappearance or unavailability of any person. But this exclusion does not apply to you, the **Honoree**, the **Immediate Family** of the **Honoree**, the person engaged to perform the ceremony or ritual, and if the **Private Event** is a wedding or a **Commitment Ceremony**, any attendants of the **Honoree**.

(10) Nuclear Action Or War

We do not cover any expenses incurred if the **Private Event** is **Canceled** or **Postponed** due to **Nuclear Action** or **War**.

(11) Regulation Or Law

We do not cover any expenses incurred if the **Private Event** is **Canceled** or **Postponed** due to any regulation or law of any local, state or federal authority.

(12) Riot Or Civil Commotion

We do not cover any expenses incurred if the **Private Event** is **Canceled** or **Postponed** due to civil commotion or riots. But this does not apply if a civil authority:

- (a) forbids all access to the area where the **Private Event** is to take place, as long as you and the **Honoree** have made all reasonable efforts to find another place to hold the **Private Event**; or
- (b) limits access of all persons to the area in such a way that the **Private Event** cannot be held as planned, as long as you and the **Honoree** have made all reasonable efforts to find another place to hold the **Private Event**.

(13) Strikes Or Lockouts

We do not cover any expenses incurred if the **Private Event** is **Canceled** or **Postponed** due to strikes or lockouts. But this does not apply to strikes or lockouts which take place at the premises where the **Private Event** is to take place which prevent the **Private Event** from taking place, as long as you and the **Honoree** have made all reasonable efforts to find another place to hold the **Private Event**.

(14) Vendor Acts & Omissions

We do not cover any expenses incurred if the **Private Event** is **Canceled** or **Postponed** due to acts or omissions of anyone hired to provide goods or services for the **Private Event**. But this does not apply to acts or omissions committed:

- (a) by the person who was engaged to perform the ceremony or ritual which is part of the **Private Event** which prevent the **Private Event** from taking place;
- (b) by the person or entity from whom you or the **Honoree** hired the premises where the **Private Event** was to take place which prevent the use of such premises for the event; or
- (c) by the person or entity from whom you or the **Honoree** hired the **Professional** catering services for the **Private Event**;
as long as you and the **Honoree** have made all reasonable efforts to arrange for other services or to find another place to hold the **Private Event**.

(15) Weather Conditions

We do not cover any expenses incurred if the **Private Event** is **Canceled** or **Postponed** due to weather conditions. But, if the inception date of this policy is at least 14 calendar days prior to the date the first **Private Event**, as shown on the Declarations page, is scheduled to take place, this exclusion will not apply to **Extreme Weather Conditions** which:

- (a) prevent you, the **Honoree**, the **Immediate Family** of you or the **Honoree**, the person who was engaged to perform the ceremony or ritual which is part of the **Private Event**, or if the **Private Event** is a wedding or a **Commitment Ceremony**, any attendants of the **Honoree**, or more than 50 percent of the guests from reaching the premises where the **Private Event** is to take place; or
- (b) damage to the premises where the **Private Event** is to take place, preventing them from being used for the event, and you and the **Honoree** have made all reasonable efforts to find another place to hold the event.

02. **Additional Expense Coverage**

We cover the additional expenses over and above the original invoice cost that you or the **Honoree** incur:

- a. to arrange alternate services for the **Private Event**; or
- b. to hire another site to hold the **Private Event**,
in order to prevent a covered cause of loss from causing the **Private Event** to be **Canceled** or **Postponed**.

03. **Photographs And Video Recording Coverage**

You and the **Honoree** have this coverage only if a limit of insurance is shown for it on the Declarations page. We cover the expenses you or the **Honoree** necessarily incur to have **Photographs** retaken or a video recording remade if:

- (01) the **Professional** you or the **Honoree** hired to take the **Photographs** or make the video recording fails to appear at the **Private Event**;
- (02) the original film, digital photograph or video recording produced by the **Professional** is lost or damaged before copies are made of them due to any cause not excluded; or
- (03) the exposed film produced by the **Professional** does not develop.

a. **What We Will Pay Under Photographs And Video Recording Coverage**

When the loss or damage is to **Photographs** or video recording, we will pay, up to the limit of insurance:

- (01) the round trip travel expenses incurred by the **Honoree**, the **Immediate Family** of the **Honoree**, and attendants to reassemble for **Photographs** or video recording to be retaken, including:
 - (a) coach class air fare to and from any place within any state of the United States for those persons living more than 200 miles from the place where **Photographs** or video recording will be retaken;
 - (b) mileage at \$0.30 per mile, tolls and parking fees for those who drive to the place where **Photographs** or video recording will be retaken;
 - (c) up to \$750 per person for meals and lodging incurred while traveling;
- (02) costs you or the **Honoree** incur to rehire a **Professional** photographer or **Professional** videographer;
- (03) costs you or the **Honoree** incur to rent a premises to stage the **Photographs** or video recording and to buy a cake and flowers; and
- (04) costs you or the **Honoree** incur to rent necessary **Special Attire**.

b. **Exclusions-What We Do Not Cover Under Photographs And Video Recording Coverage**

(01) Confiscation Or Detention

We do not cover loss or damage to **Photographs** or video recordings caused by confiscation or detention.

(02) Nuclear Action Or War

We do not cover loss or damage to **Photographs** or video recordings caused by **Nuclear Action** or **War**.

(03) Ordinary Causes

We do not cover loss or damage to **Photographs** or video recordings caused by:

- (a) wear or tear, gradual deterioration;
- (b) insects, moths or vermin; or
- (c) wetness or dryness of atmosphere.
- (04) Photographs Or Video Recording Quality
We do not cover loss due to the failure of the **Photographs** or video recordings to meet your expectations of clarity, content, focus, form, overexposure, quality, style, or underexposure.
- (05) Sound Quality
We do not cover loss or damage to video or audio recordings due to the absence, clarity or quality of sound on any recording.
- (06) Video Recording
We do not cover loss or damage to any video recording unless there has also been loss or damage to **Photographs** by a covered cause of loss.

04. **Gifts Coverage**

You and the **Honoree** have this coverage only if a limit of insurance is shown for it on the Declarations page. We cover **Gifts** against physical loss or damage that results during the **Policy Period**, from a cause of loss not excluded while the **Gifts** are within the **Policy Territory**.

a. **What We Will Pay Under Gifts Coverage**

We will pay the full cost to repair or replace the lost or damaged property, without deduction for depreciation. The most we will pay for any lost or damaged item shall not exceed the lesser of:

- (01) the cost of a new item identical to the one damaged or destroyed; or
- (02) when an identical item is no longer manufactured or is not available, a new item of comparable quality and usefulness; or
- (03) 10 percent of the total limit for **Gifts**.

b. **Exclusions-What We Do Not Cover Under Gifts Coverage**

(01) Breakage Or Scratching

We do not cover loss or damage by breakage, marring or scratching of **Gifts** that are statuary, marble, glass, china, porcelains, furniture or other fragile items. But this does not apply if the damage is the direct result of:

- (a) fire, explosion or smoke;
- (b) lightning, windstorm, hail, earthquake or flood;
- (c) aircraft, spacecraft, self-propelled missiles, or objects that fall from any of these;
- (d) vehicles of any kind;
- (e) strikes, riots, civil commotion or vandalism;
- (f) theft or attempted theft which is reported to the policy within 24 hours of the discovery;
- (g) sprinkler leakage; or
- (h) collapse of buildings.

(02) Electrical Current

We do not cover loss or damage to **Gifts** that are electrical devices (including their wiring or electronic circuitry) caused by electrical current, other than lightning, unless fire or explosion results.

(03) Mechanical Breakdown

We do not cover loss or damage to **Gifts** caused by breakdown or failure, unless a fire or explosion results.

(04) Nuclear Action Or War

We do not cover loss or damage to **Gifts** caused by **Nuclear Action** or **War**.

(05) Ordinary Causes

We do not cover loss or damage to **Gifts** caused by:

- (a) wear or tear, gradual deterioration or inherent vice;
- (b) insects, moths or vermin; or
- (c) wetness or dryness of atmosphere, freezing or extremes of temperature.

(06) Repair Of Fine Arts

We do not cover loss or damage to **Gifts** that are fine arts caused by any repair, restoration or retouching process.

(07) Repair Processes

We do not cover loss or damage to **Gifts** caused by any process to repair, adjust, service or maintain the property unless a fire or explosion results.

(08) Theft From An Unattended Vehicle

We do not cover loss or damage to **Gifts** caused by theft from an unattended vehicle. But this does not apply if at the time of the loss:

- (a) the **Gifts** were contained in a fully enclosed, locked and secured body or compartment of the vehicle; and
- (b) the vehicle had an audible alarm which was fully operational and “armed”; and

- (c) there are visible signs of forced entry requiring repair to the vehicle; and
- (d) the theft is reported to the police within 24 hours of the discovery.

05. **Rented Property Coverage**

You and the **Honoree** have this coverage only if a limit of insurance is shown for it on the Declarations page. We cover **Rented Property** against physical loss or damage that results during the **Policy Period** from a cause of loss not excluded while the **Rented Property** is within the **Policy Territory** and in the care, custody or control of you or the **Honoree**.

a. **What We Will Pay Under Rented Property Coverage**

We will pay the cost to repair or replace the lost or damaged **Rented Property**. The most we will pay for any lost or damaged item shall not exceed the actual cash value of the item at the time of loss.

b. **Exclusions-What We Do Not Cover Under Rented Property Coverage**

(01) Delay Or Loss Of Market

We do not cover loss or damage to **Rented Property** caused by delay, loss of market, loss of use, or interruption of business.

(02) Dishonesty

We do not cover loss or damage to **Rented Property** caused by any dishonest act committed at any time by;

- (a) you;
- (b) the **Honoree**;
- (c) any person in the employ or service of you or the **Honoree**; or
- (d) any person, other than carriers for hire, to whom the **Rented Property** was entrusted.

(03) High Valued Items

We do not cover loss or damage to any item of **Rented Property** with an actual cash value of \$1,000 or more unless that item is specifically scheduled on this policy.

(04) Mechanical/Electrical Breakdown

We do not cover loss or damage to **Rented Property** caused by mechanical or electrical breakdown or failure, unless a fire or explosion results.

(05) Mysterious Disappearance

We do not cover loss or damage to **Rented Property** caused by unexplained loss, mysterious disappearance, or shortage disclosed upon taking inventory.

(06) Neglect Of Insured

We do not cover loss or damage to **Rented Property** that results because you or the **Honoree** fail to exercise ordinary care in protecting the **Rented Property** from loss.

(07) Nuclear Action Or War

We do not cover loss or damage to **Rented Property** caused by **Nuclear Action** or **War**.

(08) Ordinary Causes

We do not cover loss or damage to **Rented Property** caused by:

- (a) wear or tear, gradual deterioration or inherent vice;
- (b) insects, moths or vermin; or
- (c) wetness or dryness of atmosphere, freezing or extremes of temperature.

(09) Theft From An Unattended Vehicle

We do not cover loss or damage to **Rented Property** caused by theft from an unattended vehicle. But this does not apply if at the time of the loss:

- (a) where applicable, the **Rented Property** was contained in a fully enclosed, locked and secured body or compartment of the vehicle; and
- (b) where applicable, the vehicle had an audible alarm which was fully operational and "armed"; and
- (c) where applicable, there are visible signs of forced entry requiring repair to the vehicle; and
- (d) the theft is reported to the police within 24 hours of the discovery.

06. **Special Attire Coverage**

You and the **Honoree** have this coverage only if a limit of insurance is shown for it on the Declarations page. We cover **Special Attire** against physical loss or damage that results during the **Policy Period** by a cause of loss not excluded while the **Special Attire** is within the **Policy Territory**.

a. **What We Will Pay Under Special Attire Coverage**

We will pay the full cost to repair or replace the lost or damaged **Special Attire**, without deduction for depreciation. The most we will pay for any lost or damaged item shall not exceed:

- (01) the cost of a new item identical to the one damaged or destroyed; or
- (02) when an identical item is no longer manufactured or is not available, a new item of comparable quality and usefulness.

b. **Exclusions-What We do Not Cover Under Special Attire Coverage**

(01) Nuclear Action Or War

We do not cover loss or damage to **Special Attire** caused by **Nuclear Action** or **War**.

(02) Ordinary Causes

We do not cover loss or damage to **Special Attire** caused by atmospheric or climatic conditions, alterations, process or cleaning, restoration, repair, moth, vermin, wear or tear, gradual deterioration or inherent vice.

(03) Theft From An Unattended Vehicle

We do not cover loss or damage to **Special Attire** caused by theft from an unattended vehicle. But this does not apply if at the time of the loss:

- (a) the **Special Attire** was contained in a fully enclosed, locked and secured body or compartment of the vehicle; and
- (b) the vehicle had an audible alarm which was fully operational and “armed”; and
- (c) there are visible signs of forced entry requiring repair to the vehicle; and
- (d) the theft is reported to the police within 24 hours of the discovery.

07. **Jewelry Coverage**

You and the **Honoree** have this coverage only if a limit of insurance is shown for it on the Declarations page. We cover the items of jewelry scheduled in this policy which you or the **Honoree** own against physical loss or damage which results during the **Policy Period** from a cause of loss not excluded while the jewelry is within the **Policy Territory**.

a. **What We Will Pay Under Jewelry Coverage**

We will pay the full cost to repair or replace the lost or damaged jewelry, without deduction for depreciation. Our maximum liability for any lost or damaged item shall not exceed the amount shown in the schedule for that item. In case of loss of any item that is part of a pair or set, we will pay the amount shown in the schedule for the set upon surrender of the remaining items of the set to us.

b. **Exclusions-What We Do Not Cover Under Jewelry Coverage**

(01) Nuclear Action Or War

We do not cover loss or damage to jewelry caused by **Nuclear Action** or **War**.

(02) Ordinary Causes

We do not cover loss or damage to jewelry caused by wear or tear, gradual deterioration or inherent vice.

(03) Theft From An Unattended Vehicle

We do not cover loss or damage to jewelry caused by theft from an unattended vehicle. But this does not apply if at the time of the loss:

- (a) the jewelry was contained in a fully enclosed, locked and secured body or compartment of the vehicle; and
- (b) the vehicle had an audible alarm which was fully operational and “armed”; and
- (c) there are visible signs of forced entry requiring repair to the vehicle; and
- (d) the theft is reported to the police within 24 hours of the discovery.

08. **Loss Of Deposits Coverage**

You and the **Honoree** have this coverage only if a limit of insurance is shown for it on the Declarations page. We cover the deposits you or the **Honoree** have paid in connection with the **Private Event** if they become non-refundable as a direct result of anyone hired to provide goods or services for the **Private Event** going out of business prior to the **Private Event** date.

a. **What We Will Pay Under Loss Of Deposits Coverage**

We will pay, up to the limit of insurance, the following deposits you or the **Honoree** have paid in connection with the **Private Event** which you or the **Honoree** cannot have refunded by anyone hired to provide goods or services:

- (01) deposits required to rent the premises where the **Private Event** was to be held;
- (02) deposits required for transportation such as limousines and air fares in connection with the **Private Event**;
- (03) deposits required for **Professional** catering services;
- (04) deposits required for hotel accommodations in connection with the **Private Event**;
- (05) deposits required for the **Professional** photographer, **Professional** videographer, **Professional** musicians or other **Professional** entertainment and **Professional** florist in connection with the **Private Event**;
- (06) deposits required for **Rented Property**;
- (07) deposits required for the **Professional** dressmaker, **Professional** tailor and deposits required to rent **Special Attire**;
- (08) deposits required for **Jewelry**;
- (09) if the **Private Event** is a wedding, deposits required for transportation including airfares, hotel accommodations and cruise ship accommodations in connection with the honeymoon.

b. **Exclusions-What We Do Not Cover Under Loss Of Deposits Coverage**

(01) Cancellation Or Postponement

We do not cover the loss of deposits which are covered under or which have been paid under Section I A. 01. Cancellation Or Postponement Coverage.

(02) Gifts

We do not cover the loss of deposits for **Gifts** if any claim has been or will be made under Section I A. 04. Gifts Coverage.

(03) Jewelry

We do not cover the loss of deposits for **Jewelry** if any claim has been or will be made under Section I A. 07. Jewelry Coverage.

(04) Nuclear Action Or War

We do not cover the loss of deposits caused by **Nuclear Action** or **War**.

(05) Photographs And Video Recording

We do not cover the loss of deposits for the **Professional** photographer or the **Professional** videographer if any claim has been or will be made under Section I A. 03. Photographs And Video Recording Coverage.

(06) Rented Property

We do not cover the loss of deposits for **Rented Property** if any claim has been or will be made under Section I A. 05. Rented Property Coverage.

(07) Special Attire

We do not cover the loss of deposits for **Special Attire** if any claim has been or will be made under Section I A. 06. Special Attire Coverage.

09. **Professional Counseling Coverage**

You and the **Honoree** have this coverage only if a limit of insurance is shown for it on the Declarations page. We cover the expenses you or the **Honoree** necessarily incur for **Professional** counseling if the **Private Event** is **Canceled** or **Postponed** for a covered cause of loss.

a. **What We Will Pay Under Professional Counseling Coverage**

We will pay, up to the limit of insurance, the expenses you or the **Honoree** necessarily incur for **Professional** counseling as a result of emotional distress because the **Private Event** is **Canceled** or **Postponed**.

b. **Exclusions-What We Do Not Cover Under Professional Counseling Coverage**

(01) We do not cover the cost of **Professional** counseling unless it has been prescribed by a medical physician.

(02) We do not cover the cost of **Professional** counseling for more than 180 days from the date the **Private Event** is **Canceled** or **Postponed**.

(03) We do not cover the cost of **Professional** counseling unless the cancellation or postponement of the **Private Event** is covered by this policy.

B. Limits Of Insurance

Regardless of the number of claims made, the amount shown in the Declarations as the limit of insurance for each separate coverage is the most we will pay in the aggregate for all claims or losses involving that coverage that arise from all **Occurrences** during the **Policy Period**.

C. Deductible

From the total of all expenses or losses arising out of any one **Occurrence**, we shall deduct the amount shown in the Declarations as "Deductible". The deductible shall apply separately to each coverage.

SECTION II PRIVATE EVENT CANCELLATION INSURANCE PERSONAL LIABILITY COVERAGE

A. Personal Liability And Medical Payments To Others Coverage

01. **Personal Liability Coverage**

You and the **Honoree** have this coverage only if a limit of insurance is shown for it on the Declarations page. We will pay up to the limit of insurance all sums you or the **Honoree** become legally responsible to pay as damages due to an **Occurrence**:

(01) that takes place during the course of the **Private Event** and within the **Policy Territory**; and

(02) that results in **Bodily Injury**, **Property Damage** or **Personal Injury**.

a. **Our Duty To Defend**

We will defend any claim brought against you or the **Honoree** seeking damages that are covered under this coverage of the policy. We will do this even if the allegations of the claim are groundless, false or fraudulent. We may, at our discretion, investigate and settle any such claim. Our right and duty to defend claims covered under this coverage of the policy ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

b. **Exclusions-What We Do Not Cover Under Personal Liability Coverage**

(01) Abuse Or Molestation

We do not cover **Bodily Injury** or **Personal Injury** that arises out of the actual or threatened sexual abuse, sexual molestation, sexual harassment, corporal punishment, physical abuse or mental abuse by anyone.

(02) Aircraft/Watercraft/Vehicles

We do not cover **Bodily Injury**, **Property Damage**, or **Personal Injury** arising out of the ownership, maintenance, use, loading, unloading, or entrustment to others of:

- (a) any aircraft;
- (b) any watercraft; or
- (c) any motorized land vehicle, including attached trailers.

(03) Amusement Device

We do not cover **Bodily Injury**, **Property Damage** or **Personal Injury** arising out of the ownership, maintenance, use, loading, unloading or entrustment to others of any mechanical, inflatable or motorized amusement device.

(04) Aquatic Activities

We do not cover **Bodily Injury**, **Property Damage** or **Personal Injury** arising out of any aquatic activities or event.

(05) Athletic Activities

We do not cover **Bodily Injury** or **Personal Injury** to any person while practicing, instructing or participating in any physical exercises, games, sports or athletic activities, contest or event, whether or not the activity, contest or event is:

- (a) public or private;
- (b) formal, informal or spontaneous;
- (c) organized or unorganized; or
- (d) pre-planned, planned, not planned or incidental.

Athletic or sport activity includes but is not limited to:

- (a) bicycling
- (b) bungee jumping
- (c) climbing
- (d) equestrian activity
- (e) hiking
- (f) ice skating
- (g) paint ball
- (h) roller skating
- (i) skate boarding
- (j) trampoline

(06) Breach Of Contract

We do not cover **Bodily Injury**, **Property Damage** or **Personal Injury** that arises out of a breach of contract.

(07) Contractual Liability

We do not cover **Bodily Injury**, **Property Damage** or **Personal Injury** that arises out of any liability assumed by you or the **Honoree** under any contract or agreement. But this exclusion does not apply to:

- (a) liability assumed by you or the **Honoree** in an **Insured Contract**; or
- (b) liability you or the **Honoree** would have in the absence of the contract or agreement; subject to the sub-limit shown under Contractual Liability on the Declarations page. This sub-limit is the most we will pay for both loss and loss adjustment expense and is included within and not in addition to the Personal Liability limit of insurance.

(08) Defect In Premises

We do not cover **Bodily Injury**, **Property Damage** or **Personal Injury** that arises out of a latent defect or patent defect in the **Private Event Site**, or other physical characteristics or conditions of the **Private Event Site** which contribute to or give rise to **Bodily Injury**, **Property Damage** or **Personal Injury** or alleged to have caused **Bodily Injury**, **Property Damage** or **Personal Injury**. But this does not apply if Defect In Premises is indicated as "Covered" on the Declarations page.

(09) Discrimination

We do not cover Bodily Injury, Property Damage or Personal Injury that arises out of discrimination due to age, race, color, sex, religion, national origin, sexual preference, or physical handicap.

(10) Expected Or Intended Injury Or Damage

We do not cover the liability of anyone for **Bodily Injury**, **Property Damage** or **Personal Injury** which is expected or intended from the standpoint of that person.

(11) Fines Or Penalties

We do not cover liability for fines, penalties, liquidated damages or punitive damages.

- (12) Fireworks Or Pyrotechnics
We do not cover **Bodily Injury, Property Damage or Personal Injury** that arises out of pyrotechnics, rocketry or the manufacture, use, display or sale of **Fireworks**.
- (13) Injury To You Or The Honoree
We do not cover **Bodily Injury, Property Damage, or Personal Injury** to you, the **Honoree** or any other **Named Insured**.
- (14) Known False Statements
We do not cover **Personal Injury** that arises out of oral or written publication of material, if done by or at the direction of you or the **Honoree** with knowledge of its falsity.
- (15) Liquor Liability
We do not cover **Bodily Injury or Property Damage** for which any person may be held liable by reason of:
(a) causing or contributing to the intoxication of any person;
(b) the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
or
(c) violation of any law or regulation relating to the sale, gift, distribution or use of alcoholic beverages.
But this exclusion applies only if you are in the business of manufacturing, distributing, selling or furnishing alcoholic beverages.
- (16) Nuclear Action Or War
We do not cover **Bodily Injury or Property Damage** caused directly or indirectly by **Nuclear Action or War**.
- (17) Other Premises
We do not cover **Bodily Injury, Property Damage or Personal Injury** arising out of any premises other than the premises where the **Private Event** is to take place.
- (18) Pollution
We do not cover **Bodily Injury, Property Damage or Personal Injury** that arises out of the presence of or the actual, alleged or threatened release, discharge, escape, dispersal, seepage or migration of **Pollutants**. But this does not apply to **Bodily Injury, Property Damage or Personal Injury** caused by heat, smoke or fumes from a **Hostile Fire**.
- (19) Professional Services
We do not cover **Bodily Injury, Property Damage or Personal Injury** that arises out of the rendering or failure to render **Professional** services.
- (20) Property In The Care, Custody Or Control Of You Or The Honoree
We do not cover **Property Damage** to property in the care, custody or control of you or the **Honoree**. But this does not apply to **Property Damage** to the premises (including fixtures and contents) which you or the **Honoree** temporarily hire as the site where the **Private Event** is to take place.
- (21) Property Sold Or Rented By Or For You Or The Honoree
We do not cover **Property Damage** to any goods or other property sold, loaned, rented, supplied, delivered, installed or erected by or for you or the **Honoree**. Such property includes, but is not limited to:
(a) **Rented Property**;
(b) **Special Attire**; or
(c) jewelry.
- (22) Publication Prior To Inception Of The Policy
We do not cover **Personal Injury** that arises out of oral or written publication of material whose first publication took place before the inception date of this policy.
- (23) Suits Between Insureds
We do not cover **Bodily Injury, Property Damage or Personal Injury** that arises out of any claim or suit brought by one or more insureds against any other insureds.
- (24) Vendor Acts Or Omissions
We do not cover **Bodily Injury, Property Damage or Personal Injury** that arises out of an act or omission by any **Vendor**.
- (25) Vendor Bodily Injury
We do not cover **Bodily Injury or Personal Injury** to any **Vendor**. But this does not apply if Vendor Bodily Injury is indicated as "Covered" on the Declarations page.
- (26) Weapons
We do not cover **Bodily Injury, Property Damage or Personal Injury** that arises out of the ownership, maintenance, use or entrustment to others of any firearms or other weapons.
- (27) Willful Violation Of Statute
We do not cover **Personal Injury** that arises out of the willful violation of a penal statute or ordinance committed by or with the consent of you or the **Honoree**.

(28) Workers' Compensation

We do not cover **Bodily Injury** to any person eligible to receive any benefits required to be provided or voluntarily provided under any workers' compensation, non-occupational disability or occupational disease law.

02. **Medical Payments To Others Coverage**

You and the **Honoree** have this coverage only if a limit of insurance is shown for it on the Declarations page. We will pay **Medical Expenses** that result from **Bodily Injury** caused by an accident if:

- a. the accident takes place during the course of the **Private Event** and in the **Policy Territory**;
- b. the **Bodily Injury** is covered under the "Personal Liability Coverage" of this section of the policy;
- c. the **Medical Expenses** are incurred and reported to us within one year of the date of the accident; and
- d. the injured person submits to examination, at our expense, by physicians of our choice, as often as we reasonably require.

This coverage does not apply to you, the **Honoree**, or to any **Relative** of you or the **Honoree**. Each other person who sustains **Bodily Injury** while attending the **Private Event** is entitled to this coverage.

03. **Additional Payments**

If the Declarations show a limit for Personal Liability Coverage, in addition to the limits of insurance, we will pay:

- a. all costs we incur in the settlement of any claim or the defense of any suit brought against you or the **Honoree**;
- b. interest on damages awarded in any suit we defend accruing after judgment is entered and before we pay or tender or deposit in court, the amount for which we are liable under the policy;
- c. premiums on appeal and attachment bonds required in any suit we defend. However, we will not pay the premium for attachment bonds if the bond amount is more than our limit of insurance. We have no obligation to apply for or furnish bonds;
- d. any other reasonable expenses you or the **Honoree** incur at our request;
- e. expenses you or the **Honoree** incur for first aid to other persons at the time of the **Occurrence** for **Bodily Injury** covered under this policy. We will not pay for first aid to you, the **Honoree**, or to any **Relative** of you or the **Honoree**; and
- f. loss of earnings up to \$100 per day, but not other income, when we ask you or the **Honoree** to attend trials and hearings.

B. Limits Of Insurance

Regardless of the number of injured persons, claims made or property damaged, our liability is limited as follows:

01. The limit of insurance shown in the Declarations for "Personal Liability Coverage" is the most we will pay for the sum of:
 - a. all damages because of **Bodily Injury** and **Property Damage** that arise out of all **Occurrences** during the **Policy Period**; and
 - b. all damages because of **Personal Injury** that arise out of all offenses committed during the **Policy Period**.
02. The limit of insurance shown in the Declarations for "Medical Payments To Others" is the most we will pay for all **Medical Expenses** payable for **Bodily Injury** to any one person.

C. Property Damage Deductible

From the total of all damages due to **Property Damage** to premises that arise out of any one **Occurrence** and result from any cause other than fire or explosion, we shall deduct the amount shown in the Declarations as "Property Damage Liability Deductible".

D. Private Event Site Liability Coverage

This coverage option provides liability insurance coverage for a **Private Event Site Insured**, subject to the definitions, terms, exclusions, conditions and limits of liability of this policy. This optional coverage does not increase the limits of liability of this policy. The **Private Event Site Insured** has this coverage only if it is indicated as "Covered" on the Declarations Page.

01. **What We Will Pay Under Private Event Site Liability Coverage**

We will pay up to the limit of insurance all sums the **Private Event Site Insured** becomes legally responsible to pay as damages due to an **Occurrence**:

- a. that takes place during the course of the **Private Event** and within the **Policy Territory**; and
- b. that results in **Bodily Injury**, **Property Damage** or **Personal Injury**.

The liability coverage provided to a **Private Event Site Insured** applies only to liability arising out of the sole negligence of you or the **Honoree**.

02. **Our Duty To Defend**

We will defend any claim brought against the **Private Event Site Insured** seeking damages that are covered under the "Personal Liability Coverage" under this section of the policy. We will do this even if the allegations of the claim are groundless, false or fraudulent. We may, at our discretion, investigate and settle any such claim. Our right and duty to defend claims covered under this coverage of the policy ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

03. **Exclusions-What We Do Not Cover Under Private Event Site Liability Coverage**

In addition to exclusions (01) through (28) of the "Personal Liability Coverage" section of this policy, the following exclusions also apply:

- a. We do not cover **Bodily Injury, Property Damage** or **Personal Injury** arising out of a negligent act, error or omission of the **Private Event Site Insured**, its employees or agents.
- b. We do not cover any **Private Event Site Insured** against **Bodily Injury** to any employee of the **Private Event Site Insured** arising out of or in the course of their employment by the **Private Event Site Insured** or performing duties relating to the business of the **Private Event Site Insured**.

SECTION III PRIVATE EVENT CANCELLATION INSURANCE CONDITIONS

A. Private Event Cancellation Insurance Property Coverage Loss Conditions

01. **Abandonment**

There can be no abandonment of any property to us.

02. **Appraisal**

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose and pay for a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose a competent and impartial umpire whose fee will be borne equally by the parties. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the applicant resides. Each party will pay its own costs. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss. If there is an appraisal we still retain the right to deny the claim in whole or in part.

03. **Loss Payment**

We will adjust and pay all covered losses with you except as provided below. We will pay you unless some other person is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:

- a. reach an agreement with you; or
- b. there is an entry of final judgment.

We may adjust and pay losses for covered property with the owners of that property, if other than you. If we pay the owners, such payment will satisfy your claims against us for the owner's property. We will not pay the owners more than their financial interests in the covered property.

04. **Privilege To Adjust With Property Owner**

In case of damage or loss to **Rented Property**, we will adjust any claim with the owner of the property. If we pay the owner for the loss, that will satisfy our obligation to you and the **Honoree** under that coverage.

05. **What You And/Or The Honoree Must Do After A Loss Occurs**

If a loss occurs or if you or the **Honoree** know of any facts which may reasonably lead to a claim under this insurance, you or the **Honoree** must do the following things:

- a. Promptly, give us or our agent written notice. In case of theft, also notify the police.
- b. Protect the property from further loss. At our request, allow us to inspect the damaged property.
- c. Make all reasonable effort to find another place to hold the **Private Event** if the original premises is closed on the date of the **Private Event**.
- d. Make all reasonable effort to buy or rent alternate **Special Attire** if the original attire is damaged beyond repair prior to the date of the **Private Event**.
- e. If you, the **Honoree** or any **Relative** of you or the **Honoree** suffers a **Bodily Injury** which may cause the **Private Event** to be **Canceled** or **Postponed**, that person must seek medical care from a duly qualified medical doctor whose advice they shall follow. The injured person must:
 - (01) Authorize us to obtain copies of all medical records and reports; and
 - (02) Permit doctors of our choice to examine the injured person as often as we may reasonably require. We will pay the costs of such examinations.

If death results from the **Bodily Injury**, we shall be entitled to make a post mortem examination at our own expense.

- f. If you or the **Honoree** make a claim under the Professional Counseling coverage, the insured person making the claim must:
 - (01) Authorize us to obtain copies of all medical and psychological records and reports; and
 - (02) Permit doctors of our choice to examine the insured person as often as we may reasonably require. We will pay the costs of such examinations.
- g. Within 60 days after the **Occurrence**, give us a signed, sworn proof of the loss. We will provide you with the form. The proof of loss must include all of the following information:

- (01) the time and cause of loss;
- (02) a detailed list of the damaged or lost property, showing the quantity, cost and the amount of loss claimed; and
- (03) copies of receipts supporting the costs and expenses which are claimed.
- h. At our request submit to examinations under oath as often as we request, and sign the answers.
- i. Make all reasonable effort to obtain necessary goods and services from alternate vendors, if the original vendors fail to perform.

B. Private Event Cancellation Insurance Personal Liability Coverage Loss Conditions

01. Duties In The Event Of An Occurrence, Offense, Claim Or Suit

If a claim is made or suit is brought alleging that you or the **Honoree** may be responsible for **Bodily Injury, Property Damage or Personal Injury**, you and the **Honoree** must see that the following duties are performed:

- a. Promptly, give us or our agent written notice. Include:
 - (01) your and the **Honorees'** name and the policy number;
 - (02) the date, place and circumstances that are the subject of the claim or suit;
 - (03) the name and address of anyone who might have a claim against you or the **Honoree**; and
 - (04) the names and addresses of any witnesses.
- b. Send us any demand, notice or legal papers that relate to the claim or suit.
- c. At our request, cooperate with us and assist us in any matter concerning the claim or suit, including:
 - (01) enforcing any right of recovery against any person or organization who may be liable to you or the **Honoree**;
 - (02) attending any hearing or trial; and
 - (03) collecting and giving evidence and obtaining the attendance of witnesses.

You and the **Honoree** must not, except at your and the **Honorees'** own expense, voluntarily pay any money, assume any obligation or incur any expense, other than for first aid to others at the time of the **Occurrence**.

02. Medical Payments To Injured Persons

If someone is injured, that person, or someone acting for that person, must do the following things:

- a. Promptly give us written proof of the loss, if we request, this must be done under oath.
- b. Authorize us to obtain copies of all medical records and reports.
- c. Permit doctors of our choice to examine the injured person as often as we may reasonably require. We will pay the costs of such examinations.

We may pay the injured person or the provider of medical services. Payment under Personal Liability or Medical Payments coverage is not an admission of liability by us, you or the **Honoree**.

C. Private Event Cancellation Insurance Coverage General Loss Conditions

01. Assignment Of Policy

Assignment of this policy or a claim will not be valid unless we give our written consent.

02. Bankruptcy

We are not relieved of any obligation under this policy because of your bankruptcy or insolvency.

03. Cancellation

- a. You may cancel this policy at any time before the **Private Event** takes place if a claim has not been incurred. You may do so by returning the policy to us or by notifying us in writing, when at a future date, cancellation is to take effect.
- b. If you cancel not less than 30 days before the date of the first **Private Event**, we will return premium based upon our short rate tables. If you cancel less than 30 days before the date of the first **Private Event**, we will not return any premium.
- c. We may only cancel this policy for the reasons stated below by providing written notice of the cancellation date. Proof of mailing will be sufficient proof of notice. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown on the Declarations.
 - (01) If you do not pay the premium, we may cancel by providing at least 10 days notice.
 - (02) If this policy has been in effect for 60 days or less, we may cancel for any reason allowed by law and will provide notice as reasonably practicable.
 - (03) If this policy has been in effect for more than 60 days, we may cancel by providing at least 30 days notice if there has been:
 - (a) a material misrepresentation of fact which if known to us would have caused us not to issue the policy;
 - (b) a substantial change in the risk since the policy was issued;
 - (c) a conviction of a crime arising out of acts increasing the hazard insured against;
 - (d) a discovery of fraud or material misrepresentation in obtaining the policy or in the presentation of a claim there under; or
 - (e) a discovery of willful or reckless acts or omissions increasing the hazard insured against.

- d. When this policy is canceled, any unearned premium will be refunded pro rata within a reasonable time after the cancellation date.
- e. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect. But cancellation will be effective even if we have not made or offered a refund.

04. Change Of Location

If the date or location for the **Private Event** must be changed because the original premises will be closed on the date of the **Private Event**, this policy will apply to the new location and new date with no increase in premium. This is subject to the following:

- a. No claim has been or will be made for cancellation expenses due to the closing of the original premises; and
- b. You must notify us as soon as practicable of the change in location and date.

05. Concealment Or Fraud

The entire policy will be void with respect to all **Named Insureds, Honorees** or insureds and all causes of loss if, whether before or after a loss, any **Named Insured, Honoree** or insured has:

- a. Intentionally concealed or misrepresented any material fact or circumstance;
- b. Engaged in fraudulent conduct; or
- c. Made false statements relating to this insurance or during the presentation of a claim.

06. Conformity To State Statutes

If part of this policy does not comply with the laws of the state in which it is written, that part is amended to comply with those laws.

07. Coverage Changes

This policy contains all the agreements between you, the **Honoree** and us. Its terms may not be changed or waived except by endorsement issued by us. Our request for an appraisal or examination will not waive any of our rights.

08. Currency

Unless we otherwise agree in writing, you will pay premiums and we will pay any loss due under this policy in United States currency.

09. Legal Action Against Us

No suit or action can be brought against us unless there has been full compliance with all the terms of this policy. In addition:

- a. No suit or action can be brought against us under the "Private Event Cancellation Insurance Property Coverage" section of the policy unless the suit is started within two years after the date of the **Occurrence**.
- b. No suit or action can be brought against us under the "Private Event Cancellation Insurance Personal Liability Coverage" section of the policy until your and the **Honorees'** obligation to pay is finally determined either by judgment against you or the **Honoree** after actual trial, or by written agreement by you or the **Honoree**, the claimant and us.
- c. No one shall have any right to make us a party to a suit to determine your or the **Honorees'** liability.

10. Other Insurance

If both this insurance and other insurance apply to a loss, the following rules apply:

- a. With respect to any loss we cover under the "Private Event Cancellation Insurance Property Coverage" section of this policy, this insurance is primary.
- b. With respect to any loss we cover under the "Private Event Cancellation Insurance Personal Liability Coverage" section of this policy, this insurance is excess over and will not contribute with any other valid and collectible insurance available to you or the **Honoree**. But this does not apply to you or the **Honoree** if this coverage is indicated as primary on the Declarations page.
- c. With respect to any additional insured we cover under the "Private Event Cancellation Insurance Personal Liability Coverage" section of this policy, this insurance is excess over and will not contribute with any other valid and collectible insurance available to any additional insured.

11. Transfer Of Rights Of Recovery Against Others To Us

If you or the **Honoree** have rights to recover all or part of any payment we make under this policy, those rights become ours up to the amount we have paid. You and the **Honoree** must do nothing after an **Occurrence** to impair these rights. At our request, you and the **Honoree** will bring suit or transfer those rights to us and help us to enforce them. But this does not apply if Waiver Of Subrogation is indicated as "Covered" on the Declarations page.

TO SHOW THAT WE AGREE to the terms of this policy, it has been signed for us by our Vice President and Secretary. But where countersignature is required by law, it shall not bind us unless the Declarations page is also signed by one of our duly authorized agents.

PRESIDENT

SECRETARY