



Ryker Bull
331 Lone Star Rd
Nampa, ID 83651

Specialty Insurance Products

Insurance Policy Number: OLP1092407

Tel. (800) 364-2433

Email support@rvnuccio.com

Online rvnuccio.com

Office 10148 Riverside Drive
Toluca Lake, CA 91602

Your Insurance Policy

What's included:

- ✓ Your Certificate(s) of Insurance
- ✓ A copy of your Application
- ✓ Your Memorandum
- ✓ Your Coverages
- ✓ Your Quote Letter

Thank you for choosing R.V. Nuccio & Associates Insurance Brokers, Inc. — We look forward to helping with your specialty insurance needs.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER R V Nuccio and Associates 10148 Riverside Drive Toluca Lake, CA 91602	CONTACT NAME: Robert V. Nuccio PHONE (A/C. No. Ext): (800) 364-2433 E-MAIL ADDRESS: support@rvnuccio.com	FAX (A/C. No.): (818) 980-1595
	INSURER(S) AFFORDING COVERAGE	
INSURED Ryker Bull 331 Lone Star Rd Nampa, ID 83651	INSURER A: Fireman's Fund Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 21873

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Host Liquor Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OLP1092407	10/29/2022	10/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES \$ 1,000,000 MEDICAL EXPENSE \$ None PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)

Date of Event: From 12:01AM on 10/29/2022 to 12:01AM on 10/31/2022
Type of Event: Wedding (Rehearsal, Rehearsal Dinner, Ceremony, Reception)

Evidence of Insurance Only

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Robert V. Nuccio

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BROKER OF RECORD MEMORANDUM

Date: 10/23/2022
Regarding: Designated Broker of Record

Applicant Name: Ryker Bull
Mailing Address: 331 Lone Star Rd, Nampa, ID, 83651

To Whom It May Concern:

R.V. Nuccio & Associates Insurance Brokers, Inc. is hereby designated as our insurance Broker of Record, effective as of the date of this Broker of Record Memorandum, for the procurement and handling of our private event insurance needs. This Broker of Record Memorandum supersedes any other outstanding Broker of Record letter or Broker Of Record designation you may have on file.

This Broker of Record is authorized by:
Ryker Bull



R.V. NUCCIO & ASSOCIATES INSURANCE BROKERS, INC.



The Original Wedding Insurance

PRIVATE EVENT CANCELLATION INSURANCE / Declarations

Issuing Company
Fireman's Fund Insurance Company
777 San Marin Drive
Novato, CA 94998-2000
1-800-ENGAGED

Program Administrator
R.V. Nuccio & Associates Insurance Brokers, Inc.
10148 Riverside Drive, 2nd Floor
Toluca Lake, CA 91602
Policy Number: OLP1092407

Part 1 - General Information

01. Named Insured and Address:
Ryker Bull
331 Lone Star Rd
Nampa, ID 83651

02. Honoree 1 Name and Address:
Ryker J Bull
331 Lone Star Rd
Caldwell, ID 83607

03. Honoree 2 Name and Address:
Eva L Cox
331 Lone Star Rd
Nampa, ID 83701

04. Private Event Reception Site And Date:
The Cottage at Riverbend
2811 West State St.
Eagle, ID 83616
Date: 10/29/2022

Part 2 - Policy Period

Inception Date 10/24/2022 12:01a.m. to Expiration Date 10/31/2022 12:01a.m. Standard Time at the Named Insured's address as stated above.

Part 3 - Private Event Type

Event Type: Wedding

Part 4 - Forms and Endorsements Attached

01. See attached



R.V. NUCCIO & ASSOCIATES INSURANCE BROKERS, INC.



The Original Wedding Insurance

PRIVATE EVENT CANCELLATION INSURANCE / Declarations (cont'd.)

Issuing Company
Fireman's Fund Insurance Company
777 San Marin Drive
Novato, CA 94998-2000
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Program Administrator
R.V. Nuccio & Associates Insurance Brokers, Inc.
10148 Riverside Drive, 2nd Floor
Toluca Lake, CA 91602
Policy Number: OLP1092407

Part 5 - Coverages

Section I Private Event Cancellation Insurance Property Coverage

Table with 4 columns: Coverage, Deductible, Aggregate, Limit of Insurance. Rows include Cancellation or Postponement, Additional Expense, Photographs and Video, Gifts Cash or Check Limit, Rented Property, Special Attire, Jewelry, Loss of Deposits, Professional Counseling.

Section II Private Event Cancellation Insurance Liability Coverage

Table with 4 columns: Coverage, Deductible, Aggregate, Limit of Insurance. Rows include Liability (Primary), Medical Payments to Others, Contractual Liability (Sublimit), Waiver of Subrogation.

Summary table with 2 columns: Description, Amount. Rows include Subtotal (\$95.00), State Guarantee Fund (\$0.00), and TOTAL (\$95.00).

PRIVATE EVENT INSURANCE / APPLICATION SUMMARY

Applicant Information

Name: Ryker Bull
Address: 331 Lone Star Rd, Nampa, ID 83651, United States
Contact Phone: 208-318-4923
Email: rykerjbull@gmail.com
Relationship to Honoree(s): Self
Policy Number: OLP1092407

Does the applicant own, manage, operate, or rent on a full-time basis the location where the event(s) are taking place? No

Honoree Information

Honoree 1 Name: Ryker J Bull
Honoree 1 Address: 331 Lone Star Rd, Caldwell, ID 83607, United States

Honoree 2 Name: Eva L Cox
Honoree 2 Address: 331 Lone Star Rd, Nampa, ID 83701, United States

Event Information

Event Attendance: 150

Event 1

Event Type: Wedding Reception

Date of Event: 10/29/2022

Is the event being held on a cruise ship? No

Event Site Name: The Cottage at Riverbend

Event Address: 2811 West State St. , Eagle, ID 83616, United States

Does this event location require that you name them on a liability policy as an Additional Insured/Certificate Holder? No

Coverages

LIABILITY COVERAGE

Liability Coverage Limit: \$1,000,000/\$2,000,000 occ/agg

Medical Payments Coverage Option: None

Property Damage Deductible: \$1,000

CANCELLATION/POSTPONEMENT COVERAGE

Cancellation/Postponement Coverage Limit: \$1,000.00

Additional Expense Coverage Limit: \$250.00

Coverage Deductible: \$25.00

GIFTS COVERAGE

No coverage

JEWELRY COVERAGE

No coverage

LOSS OF DEPOSITS COVERAGE

No coverage

PHOTOGRAPHS AND VIDEO COVERAGE

No coverage

PROFESSIONAL COUNSELING COVERAGE

No coverage

RENTED PROPERTY COVERAGE

No coverage

SPECIAL ATTIRE COVERAGE

No coverage

PRIVATE EVENT INSURANCE / APPLICATION SUMMARY (cont'd.)

Insurance Certificates

None

Acknowledgements and Electronic Signature

Do you understand and agree that you, the named insured/applicant, are not a concessionaire, vendor, exhibitor, or facility (ex: photographer, DJ, event planner, caterer, facility)? Yes

Do you understand and agree that any loss or claim caused directly or indirectly by, in consequence of, contributed to, aggravated by, or resulting in any way from the SARS-COV-2/COVID-19/Corona Virus or any derivation, mutation or variant thereof, now or at any time into the near or far future, is NOT covered by this policy and is considered a Known Circumstance which is excluded by this policy? Yes

Do you understand and agree that any loss or claim caused by or resulting from military deployment, change in orders, or cancellation of leave of absence is considered a known circumstance and is therefore not covered by this policy? Yes

Do you understand and agree that by signing this application, R.V. Nuccio & Associates, Inc. is hereby appointed and designated as your Broker Of Record regarding the placement of this insurance policy? Yes

Is the Applicant, Honoree 1 or Honoree 2 aware of any circumstances, conditions or claims, other than or in addition to the Corona Virus/Covid 19 pandemic, which may result in a loss under this insurance? No

I understand and agree that the policy will not provide any coverage for Bodily Injury, Property Damage, Personal Injury, or Medical Payments if the Private Event Type or any other application information is falsely reported, falsely stated, incorrectly selected, incorrectly stated, misreported, misrepresented, misstated, or wrongly stated at the time of application. I understand and agree that by entering my name below, I am effectively signing this application for insurance. Yes

Electronic Signature
Ryker Bull
Date signed: 10/23/2022

Payment

Paid by Credit Card xxxx-xxxx-xxxx-0058

PRIVATE EVENT INSURANCE QUOTE

Underwritten by Fireman's Fund Insurance Company

Date: 10/23/2022

Applicant Name	Ryker Bull
Event Type	Wedding (Rehearsal, Rehearsal Dinner, Ceremony, Reception)
Proposed Coverage Dates	From 12:01AM on 10/24/2022 to 12:01AM 10/31/2022
Coverage Options	Limit / Deductible
Liability & Property Damage <i>Host Liquor Liability Included</i>	\$1,000,000/\$2,000,000 Occ/Agg - Deductible \$1,000
Medical Payments to Others	Not Covered
Cancellation / Postponement	\$1,000.00 - Deductible \$25
Additional Expense Limit	\$250.00 - Deductible \$25
Change of Heart	Not Covered
Photographs and Video	Not Covered
Gifts	Not Covered
Special Attire	Not Covered
Jewelry	Not Covered
Loss of Deposits	Not Covered
Professional Counseling	Not Covered
Rented Property	Not Covered
Subtotal	\$95.00
RVNA, Inc. Corporate Charge	\$30.00
TOTAL	\$125.00

For any questions, please contact R.V. Nuccio & Associates, Inc. at 1-800-364-2433 or visit Wedsure.com.

Notes

- Coverage for weekend events must be purchased by 4PM PT Friday.
- Prices are subject to change without notice.
- Unless otherwise disclosed in your quotation letter, our professional fees are normally based upon a commission, which is calculated by applying a percentage against the collected premium and paid to us by an insurance company. Additionally, RVNA may receive compensation from an insurance company which is based upon premium volume, growth and loss experience. After you have reviewed your quotation letter, you have no obligation to purchase insurance from us. Should you ultimately choose to do so, you are agreeing to all of the charges displayed within your quotation letter.
- For complete coverage terms, conditions and exclusions, please review your policy, also available online.
- Coverage will not be bound until receipt of full payment and underwriter approval.

R.V. NUCCIO & ASSOCIATES INSURANCE BROKERS, INC.

COMPENSATION DISCLOSURE AND AGREEMENT FORM

ADMINISTRATIVE FEE PAYABLE BY CLIENT: \$ 30.00

R.V. Nuccio & Associates Insurance Brokers, Inc. is charging a non-negotiable, fixed administrative fee in addition to any premium charged (which *may* also include a commission paid by the insuring company). By and through this administrative fee, Client has 24-hour/7-day access to self-service online portal, which includes access to the insurance policy, all endorsements and other documents; the ability to create, print and to forward unlimited Certificates of Insurance; and the ability to add and/or amend unlimited Additional Insured Certificates of Insurance and/or endorsements, as needed. In addition, the Client also has the opportunity to renew the policy online 24/7 when the office is unattended.

COMMISSION PAYABLE BY INSURANCE COMPANY: \$ 23.75

R.V. Nuccio & Associates Insurance Brokers, Inc. may also receive additional commissions from the insurance carrier, some based upon a percentage of the premium at the point of sale (displayed above), and some at a future date after the close of the production year. The commissions which *may* be paid at some time in the future, are in the form of future incentive compensation from the insurer, including contingent commissions and other awards and/or bonuses based upon factors that typically include the total sales volume, growth, profitability and retention of business placed by the insurance broker/producer with the insurer. Incentive compensation is never guaranteed, and is only paid if the performance criteria established in the Broker/Insurer Agreement is met by the insurance broker/producer of the business entity with which the insurance broker/producer is affiliated.

YOU ARE UNDER NO OBLIGATION TO PURCHASE THIS INSURANCE PRODUCT. BY SIGNING THIS COMPENSATION DISCLOSURE FORM AND AGREEMENT, YOU ARE AGREEING TO THE FOREGOING COMPENSATION STRUCTURE.

In the event of policy cancellation, the above administrative fee, payable by the client, will not be considered in any calculation assessing unearned or return premium.

R.V. Nuccio & Associates Insurance Brokers, Inc. does not have any ownership interest and is not under common control with the person or entity providing the compensation (the insurer). R.V. Nuccio & Associates Insurance Brokers, Inc. is not aware that any other person or entity will receive compensation from the insurer for assisting in this transaction.

Client Signature

Date

Ryker Bull _____

10/23/2022 _____

Note:

R.V. Nuccio & Associates Insurance Brokers, Inc. insurance producer's license number in Missouri is 0009686.

TABLE OF CONTENTS

	<u>Page</u>
DECLARATIONS	01
TABLE OF CONTENTS	03
PRIVATE EVENT CANCELLATION INSURANCE	05
A. Insuring Agreement	05
B. Definitions	05
SECTION I PRIVATE EVENT CANCELLATION INSURANCE PROPERTY COVERAGE	07
A. Property Coverage	07
01. Cancellation Or Postponement Coverage	07
a. What We Will Pay Under Cancellation Or Postponement Coverage	07
b. Exclusions-What We Do Not Cover Under Cancellation Or Postponement Coverage	07
02. Additional Expense Coverage	09
03. Photographs And Video Recording Coverage	09
a. What We Will Pay Under Photographs And Video Recording Coverage.....	09
b. Exclusions-What We Do Not Cover Under Photographs And Video Recording Coverage	09
04. Gifts Coverage	10
a. What We Will Pay Under Gifts Coverage	10
b. Exclusions-What We Do Not Cover Under Gifts Coverage	10
05. Rented Property Coverage	11
a. What We Will Pay Under Rented Property Coverage	11
b. Exclusions-What We Do Not Cover Under Rented Property Coverage	11
06. Special Attire Coverage	11
a. What We Will Pay Under Special Attire Coverage	11
b. Exclusions-What We Do Not Cover Under Special Attire Coverage	12
07. Jewelry Coverage	12
a. What We Will Pay Under Jewelry Coverage	12
b. Exclusions-What We Do Not Cover Under Jewelry Coverage	12
08. Loss Of Deposits Coverage	12
a. What We Will Pay Under Loss Of Deposits Coverage	12
b. Exclusions-What We Do Not Cover Under Loss Of Deposits Coverage	12
09. Professional Counseling Coverage	13
a. What We Will Pay Under Professional Counseling Coverage	13
b. Exclusions-What We Do Not Cover Under Professional Counseling Coverage	13
B. Limits Of Insurance	13
C. Deductible	13
SECTION II PRIVATE EVENT CANCELLATION INSURANCE PERSONAL LIABILITY COVERAGE	13
A. Personal Liability And Medical Payments To Others Coverage	13
01. Personal Liability Coverage	13
a. Our Duty To Defend	13
b. Exclusions-What We Do Not Cover Under Personal Liability Coverage.....	13
02. Medical Payments To Others Coverage	16
03. Additional Payments	16
B. Limits Of Insurance	16
C. Property Damage Deductible	16
D. Private Event Site Liability Coverage	16
01. What We Will Pay Under Private Event Site Liability Coverage	16
02. Our Duty To Defend	16
03. Exclusions-What We Do Not Cover Under Private Event Site Liability Coverage	17

TABLE OF CONTENTS
(CONTINUED)

	<u>Page</u>
SECTION III PRIVATE EVENT CANCELLATION INSURANCE CONDITIONS	17
A. Private Event Cancellation Insurance Property Coverage Loss Conditions	17
01. Abandonment	17
02. Appraisal	17
03. Loss Payment	17
04. Privilege To Adjust With Property Owner	17
05. What You And/Or The Honoree Must Do After A Loss Occurs	17
B. Private Event Cancellation Insurance Personal Liability Coverage Loss Conditions	18
01. Duties In The Event Of An Occurrence, Offense, Claim Or Suit.....	18
02. Medical Payments To Injured Persons	18
C. Private Event Cancellation Insurance Coverage General Loss Conditions	18
01. Assignment Of Policy	18
02. Bankruptcy	18
03. Cancellation	18
04. Change Of Location	19
05. Concealment Or Fraud	19
06. Conformity To State Statues	19
07. Coverage Changes	19
08. Currency	19
09. Legal Action Against Us	19
10. Other Insurance	19
11. Transfer Of Rights Of Recovery Against Others To Us	19

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

Andrew Torrance

SECRETARY

Sally S. King

This Endorsement Changes The Policy. Please Read It Carefully.

PRIVATE EVENT CANCELLATION INSURANCE

AMENDATORY ENDORSEMENT - ALABAMA

SECTION II - PRIVATE EVENT CANCELLATION INSURANCE PERSONAL LIABILITY COVERAGE

A. Personal Liability And Medical Payments To Others Coverage

Item 01.b.(11) is deleted and replaced by the following:

- (11) Fines Or Penalties

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

All other provisions of this policy apply.

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PRIVATE EVENT CANCELLATION INSURANCE

AMENDATORY ENDORSEMENT - ALASKA

SECTION III - Private Event Cancellation Insurance Conditions

A. Private Event Cancellation Insurance Property Coverage Loss Conditions

02. **Appraisal** is deleted and replaced by the following:

02. Appraisal

If you and we fail to agree on the amount of loss, either may make a written demand for an appraisal of the loss. Within 10 days of receiving a written demand from the other, each party will:

- a. Choose a competent appraiser; and
- b. Notify the other of that choice.

The two appraisers will promptly choose a competent and impartial umpire. If an umpire can not be agreed upon by the appraisers, 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. Not later than 15 days after the umpire has been chosen, unless this time period is extended by the umpire, each appraiser will separately state, in writing, the amount of loss. If the appraisers submit a written report of an agreement on the amount of loss to us, that agreement will be binding. If they fail to agree, they will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding and set the amount of loss.

Each party will:

- a. Pay its own counsel and adjuster fees; and
- b. Bear those other expenses and fees which are incurred as a result of the appraisal, either in entirety or proportionately, as determined by the umpire.

03 Loss Payment

The first paragraph is deleted and replaced by the following:

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 30 days after we receive your proof of loss and:

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

Item h. is deleted and replaced by the following:

- h. Submit to examination under oath, while not in the presence of another **Named Insured, Honoree** or insured and sign the same.

However, you or any other **Named Insured, Honoree** or insured are entitled to have counsel present during any examination taken under oath.

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. is deleted and replaced by the following:

- c. We may cancel this policy only for the reasons stated below by letting you and if you are 70 years of age or older, any person you designated to us in writing, know in writing of the date cancellation takes effect. This cancellation notice will be mailed to you at your last address known to us, and we will obtain a certificate of mailing. Proof of mailing will be sufficient proof of notice.
 - (01) Nonpayment of premium;
 - (02) Conviction of the **Named Insured, Honoree** or insured of a crime having as one of its necessary elements an act increasing a hazard insured against;
 - (03) Discovery of fraud or material misrepresentation made by the **Named Insured, Honoree** or insured or a representative of the **Named Insured, Honoree** or insured in obtaining the insurance or by the **Named Insured, Honoree** or insured in pursuing a claim under the policy;
 - (04) Discovery of a grossly negligent act or omission by the **Named Insured, Honoree** or insured that substantially increases the hazards insured against; or

(05) Physical changes in the insured property that result in the property becoming uninsurable.

05. **Concealment or Fraud** is deleted and replaced by the following:

05. **Concealment or Fraud**

We provide coverage to no **Named Insured, Honoree** or insured under this policy in any case involving misrepresentations, omissions, concealment of facts, or incorrect statements:

- a. That are fraudulent;
- b. That are material either to the acceptance of the risk, or to the hazard assumed by us; or
- c. If we, in good faith, would not have:
 - (01) Issued the policy or contract;
 - (02) Issued a policy or contract in as large an amount, or at the same premium or rate; or
 - (03) Provided coverage with respect to the hazard resulting in the loss;if the true facts had been made known to us as required either by the application for the policy or contract or otherwise.

09. **Legal Action Against Us**

Paragraph a. is deleted and replaced by the following:

- 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 three years after the date of the **Occurrence**.

All other provisions of this policy apply.

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PRIVATE EVENT CANCELLATION INSURANCE

AMENDATORY ENDORSEMENT - ARIZONA

SECTION III - Private Event Cancellation Insurance Conditions

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. (03) is deleted and replaced by the following:

- (03) When this policy has been in effect for 60 days or more we may cancel:
 - (a.) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy;
 - (b.) If the risk has changed substantially since the policy was issued, except to the extent that the insurer should reasonably have foreseen the change or contemplated the risk in writing the policy; or
 - (c.) If you fail to take reasonable steps to eliminate or reduce any conditions in or on the insured premises which contributed to a loss in the past or will increase the probability of future losses.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

All other provisions of this policy apply.

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PRIVATE EVENT CANCELLATION INSURANCE

AMENDATORY ENDORSEMENT - ARKANSAS

SECTION III - Private Event Cancellation Insurance Conditions

A. Private Event Cancellation Insurance Property Coverage Loss Conditions

02. **Appraisal** is deleted and replaced by the following:

02. Appraisal

If you and we fail to agree on the amount of loss, an appraisal of the loss may take place. However, an appraisal will take place only if both you and we agree, voluntarily, to have the loss appraised. If so agreed, each party will choose a competent and impartial appraiser within 20 days after both parties agree. The two appraisers will choose an umpire. 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 is located. The appraisers will separately state 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. An appraisal decision will not be binding on either party.

Each party will:

- a. Pay its own appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. is deleted and replaced by the following:

- c. When this policy has been in effect for 60 days or more, we may cancel:
 - (01) Upon discovery of fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining or continuing the policy, or in presenting a claim under this policy;
 - (02) Upon the occurrence of a material change in the risk which substantially increases any hazard insured against after insurance coverage has been issued;
 - (03) If there is a violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property which substantially increases any hazard insured against;
 - (04) In the event of a material violation of a material provision of this policy.
- This can be done by letting you know at least 20 days before the date cancellation takes effect.

09. Legal Action Against Us

Paragraph a. is deleted and replaced by the following:

- 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 five years after the date of the **Occurrence**.

All other provisions of this policy apply.

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**PRIVATE EVENT CANCELLATION INSURANCE
AMENDATORY ENDORSEMENT - CALIFORNIA**

SECTION III - Private Event Cancellation Insurance Conditions

A. Private Event Cancellation Insurance Property Coverage Loss Conditions

02. **Appraisal** is deleted and replaced by the following:

02. Appraisal

If you and we fail to agree on the amount of loss, then, either party may make a written request for an appraisal. In this event, each party will select a competent and impartial appraiser. Each party shall notify the other of the appraiser selected within 20 days of the request. Where the request is accepted, the two appraisers will select a competent and impartial umpire. 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. The appraisers will appraise the loss, stating separately the loss to each item. If they fail to agree, they will submit their differences to the umpire. An award in writing, agreed to by any two, will set the amount of loss.

Each party will:

- a. Pay its own appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item d. is replaced by the following:

- d. When this policy is cancelled, any unearned premium will be refunded pro rata within 25 days of the date when we receive your notice of cancellation.

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**PRIVATE EVENT CANCELLATION INSURANCE
AMENDATORY ENDORSEMENT - COLORADO**

SECTION III - Private Event Cancellation Insurance Conditions

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

First paragraph of Item c. is deleted and replaced by the following:

- c. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. A notice stating our reasons for cancellation will be mailed to you by first-class mail at your last address known by us. Proof of mailing will be sufficient proof of notice.

All other provisions of this policy apply.

PECI SE 12-06 CO

This Endorsement Changes The Policy. Please Read It Carefully.

**PRIVATE EVENT CANCELLATION INSURANCE
AMENDATORY ENDORSEMENT - CONNECTICUT**

SECTION III - Private Event Cancellation Insurance Conditions

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. is deleted and replaced by the following:

- c. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice stating the reasons for cancellation, may be delivered to you, or mailed to you at your mailing address shown in the Declarations by registered mail, certified mail or United States Post Office certificate of mailing. The notice will state that excess premium (if not tendered) will be refunded on demand.
 - (01) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
 - (02) When this policy has been in effect for less than 60 days, we may cancel for any reason allowed by law and will provide notice as reasonably practicable.
 - (03) When this policy has been in effect for 60 days or more, we may cancel:
 - (a) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
 - (b) If the risk has changed substantially since the policy was issued.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

All other provisions of this policy apply.

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**PRIVATE EVENT CANCELLATION INSURANCE
AMENDATORY ENDORSEMENT - DELAWARE**

SECTION III - Private Event Cancellation Insurance Conditions

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

The first paragraph of item c. and item (03) (a) are deleted and replaced by the following:

- 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 last known address.
 - (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) material misrepresentation of fact, made by or with the knowledge of the **Named Insured, Honoree** or insured, which if known to us would have caused us not to issue the policy;

All other provisions of this policy apply.

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**PRIVATE EVENT CANCELLATION INSURANCE
AMENDATORY ENDORSEMENT - DISTRICT OF COLUMBIA**

SECTION III - Private Event Cancellation Insurance Conditions

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. is deleted and replaced by the following:

- c. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

- (01) When this policy has been in effect for 30 days or less, we may cancel for any reason allowed by law and will provide notice as reasonably practicable.
- (02) When this policy has been in effect for more than 30 days, we may cancel for one or more of the following reasons by letting you know at least 30 days before the date cancellation takes effect:
 - (a) You have not paid a premium due;
 - (b) You have made a material and willful misstatement or omission of fact to us in connection with any application to or claim against us;
 - (c) Your property or other interest has been transferred to another person, unless the transfer is permissible under the terms of the policy; or
 - (d) Your property or its interest or use has materially changed with respect to its insurability.

All other provisions of this policy apply.

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PRIVATE EVENT CANCELLATION INSURANCE

AMENDATORY ENDORSEMENT - FLORIDA

SECTION III - Private Event Cancellation Insurance Conditions

A. Private Event Cancellation Insurance Property Coverage Loss Conditions

03. **Loss Payment** is deleted and replaced by the following:

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:

- a. 20 days after we receive your proof of loss and reach written agreement with you; or
- b. 60 days after we receive your proof of loss and:
 - (01) There is an entry of a final judgment; or
 - (02) There is a filing of an appraisal aware or a mediation settlement with us.

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 interest in the covered property.

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. is deleted and replaced by the following:

- c. We may also 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 in the Declarations.
 - (01) If you don't pay the premium, we may cancel by providing at least 10 days notice.
 - (02) If this policy has been effect for 90 days or less, we may cancel for any reason allowed by law
And will provide notice as reasonably practicable.
 - (03) When this policy has been in effect for more than 90 days, we may cancel if there as been:
 - (a) a material misrepresentation of fact which if know 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 thereunder;
 - (e) a discovery of willful or reckless acts or omissions increasing the hazard insured against.

09. Legal Action Against Us

Paragraph a. is deleted and replaced by the following:

- 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 five years after the date of the **Occurrence**.

All other provisions of this policy apply.

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PRIVATE EVENT CANCELLATION INSURANCE

AMENDATORY ENDORSEMENT - HAWAII

SECTION III - Private Event Cancellation Insurance Conditions

A. Private Event Cancellation Insurance Property Coverage Loss Conditions

03. **Loss Payment** is deleted and replaced by the following:

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 30 days after we receive your proof of loss and:

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

C. Private Event Cancellation Insurance Coverage General Loss Conditions

05. **Concealment Or Fraud** is replaced by the following:

05. Concealment Or Fraud

With respect to all **Named Insureds, Honorees** or insureds covered under this policy, concealment or misrepresentation, whether made before or after a loss, shall prevent recovery if it:

- a. was made with actual intent to deceive; or
- b. materially affects either the acceptance of the risk or the hazard assumed by us.

All other provisions of this policy apply.

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**PRIVATE EVENT CANCELLATION INSURANCE
AMENDATORY ENDORSEMENT - ILLINOIS**

Issuing Company:

Fireman's Fund Insurance Company
777 San Marin Drive
Novato, CA 94998-2000
(a stock insurance company)

Do you have questions about your insurance? If so, we want you to know who can help answer them. The first person to contact about your insurance is the program administrator, R. V. Nuccio & Associates Insurance Brokers, Inc. at 1-800-ENGAGED. If you have more questions you can contact:

Fireman's Fund Insurance Company
Consumer Affairs Department
777 San Marin Drive
Novato, CA 94998
Telephone: 1-800-243-9622

If you don't get the help you need, you can contact:

Illinois Department of Insurance
Consumer Services Section
320 West Washington Street
Springfield, IL 62767-0001
FAX: 217-782-5020

SECTION II - Private Event Cancellation Insurance Personal Liability Coverage

A. Personal Liability And Medical Payments To Others Coverage

01. Personal Liability Coverage

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

(01) Abuse Or Molestation – the following is added:

However, notwithstanding the foregoing, the insured shall be protected under the terms of this policy as to any claim and/or allegation which may be covered by the policy upon which suit may be brought against him, for any such alleged behavior by an insured unless a judgment or a final adjudication adverse to the insured shall establish that such behavior occurred as an essential element of the cause of action so adjudicated.

(10) Expected Or Intended Injury or Damage – the following is added:

This exclusion does not apply to a **named insured** using reasonable force to protect persons or property.

A. Private Event Cancellation Insurance Property Coverage Loss Conditions

02. **Appraisal** – The following is added:

We will pay your appraiser's fee and the umpire's appraisal fee, if the following conditions exist:

- a. You demand the appraisal; and
- b. The full amount of loss, as set by your appraiser, is agreed to by our appraiser or by the umpire.

SECTION III - Private Event Cancellation Insurance Conditions

03. Loss Payment

The first paragraph is deleted and replaced by the following:

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 30 days after we receive your proof of loss and:

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. is deleted and replaced by the following:

- c. We may cancel this policy as provided in this condition. The cancellation notice, together with our reason for cancellation, will be mailed to you at your last mailing address known by us, and we will obtain a certificate of mailing. A copy of the notice will also be sent to the agent or broker at the last mailing address known by us.
 - (01) When this policy has been in effect for less than 60 days, we may cancel for any reason allowed by law and will let you know of our intention at least 30 days before cancellation takes effect.
 - (02) When this policy has been in effect for 60 days or more, we may cancel:
 - (a) for non-payment of premium; or
 - (b) if this policy was obtained by misrepresentation or fraud; or
 - (c) for any act which measurably increased the risk originally accepted.
 - (03) If we cancel for non-payment of premium we will let you know of our action at least 10 days before cancellation takes effect. If we cancel for a reason other than nonpayment of premium and policy has been in effect for 60 days or more, we will let you know of our intention at least 30 days before cancellation takes effect.

05. Concealment Or Fraud

The first paragraph is deleted and replaced by the following:

We provide coverage to no **Named Insureds, Honorees** or insureds under this policy if, whether before or after a loss, **Named Insured, Honoree** or insured has:

09. Legal Action Against Us – The following is added:

However, this two year period is extended by the number of days between the date proof of loss is submitted and the date the claim is denied in whole or in part.

THE FOLLOWING APPLIES IF PERSONAL LIABILITY COVERAGE

ADDITIONAL INSURED ENDORSEMENT PECEI AI03 IS ATTACHED TO THE POLICY:

Item 3 is deleted and replaced by the following:

- 3. We will not make any change in coverage requested by the named insured except after giving at least 30 days advance written notice by registered mail to the person or organization shown in the schedule at the address shown in the schedule.

All other provisions of this policy apply.

PECEI SE 12-06 IL

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This Endorsement Changes The Policy. Please Read It Carefully.

PRIVATE EVENT CANCELLATION INSURANCE

AMENDATORY ENDORSEMENT - IOWA

SECTION III - Private Event Cancellation Insurance Conditions

A. Private Event Cancellation Insurance Property Coverage Loss Conditions

Loss Payment is replaced by the following:

03. Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable within 30 days after we receive your proof of loss and:

- a. Reach an agreement with you;
- b. There is an entry of a final judgment; or
- c. There is a filing of an appraisal award with us.

C. Private Event Cancellation Insurance Coverage General Loss Conditions

09. Legal Action Against Us

The following paragraph is added:

In the event an execution on a judgment against the **Named Insured** is returned unsatisfied in an action by a person who is injured or whose property is damaged, the judgment creditor shall have a right of action against us to the same extent that such **Named Insured** could have enforced the **Named Insured** claim against us had such **Named Insured** paid such judgment.

All other provisions of this policy apply.

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PRIVATE EVENT CANCELLATION INSURANCE

AMENDATORY ENDORSEMENT - KENTUCKY

SECTION III - Private Event Cancellation Insurance Conditions

A. Private Event Cancellation Insurance Property Coverage Loss Conditions

03. Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 30 days after we receive your proof of loss and:

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

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. is deleted and replaced by the following:

- 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) When you have not paid the premium, we may cancel at any time by letting you know at least 14 days before the date cancellation takes effect.
 - (02) When 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) When this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
 - (a) Upon discovery of fraud or material misrepresentation made by, or with the knowledge of, the named insured in obtaining or continuing this policy, or in presenting a claim under this policy;
 - (b) Upon discovery of willful or reckless acts or omissions on the part of the **named insured, honoree** or insured which increase any hazard insured against;
 - (c) Upon the occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
 - (d) If there is a violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy of such property which substantially increases any hazard insured against; or
 - (e) If we are unable to reinsure the risk covered by the policy.

This can be done by letting you know at least 75 days before the date cancellation takes effect.

All other provisions of this policy apply.

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PRIVATE EVENT CANCELLATION INSURANCE

AMENDATORY ENDORSEMENT - LOUISIANA

B. Definitions

Definition 05. **Domestic Partner** is deleted.

Definition 11. **Immediate Family**, Item b. is deleted.

Definition 15. **Named Insured** is deleted and replaced by the following:

15. **Named Insured** means the individual shown on the Declarations as the **Named Insured**. The **Named Insured** also includes the following as insureds:
 - a. the legal spouse of the **Named Insured**, if a resident of the same household;
 - b. other residents of the **Named Insured's** household who are:
 - (01) relatives of the **Named Insured**; or
 - (02) any person under the age of 25 in the care of a person described above.

If your spouse 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:

- a. the end of 90 days following their change of residency;
- b. the effective date of another policy listing him/her as a **Named Insured**; or
- c. the end of the policy period.

SECTION I - Private Event Cancellation Insurance Property Coverage

06. Special Attire Coverage

Paragraph a. (02) is replaced by the following:

- (02) if an identical item is no longer manufactured or is not available, the cost of a new item that is similar and of like kind and quality.

SECTION II - Private Event Cancellation Insurance Personal Liability Coverage

A. Personal Liability And Medical Payments To Others Coverage

Item (18) is deleted and replaced by the following:

(18) Pollution

We do not cover **Bodily Injury, Property Damage or Personal Injury** caused directly or indirectly by any claim, suit or order by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to, or assessing, the effects of **pollutants** whether another cause or event contributes concurrently or in any sequence to the loss:

SECTION III - Private Event Cancellation Insurance Conditions

A. Private Event Cancellation Insurance Property Coverage Loss Conditions

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. The undisputed portion of the loss will be payable within 30 days after we receive your proof of loss.

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.

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. is deleted and replaced by the following:

- c. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

- (01) When you have not paid the premium, regardless of the period of time this policy has been in effect, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- (02) When this policy has been in effect for less than 60 days, we may cancel for any reason allowed by law. This can be done by letting you know at least 30 days before the date cancellation takes effect.
- (03) When this policy has been in effect for 60 days or more, we may cancel:
 - (a) If there has been a material misrepresentation of fact with the intent to deceive:
 - (aa) In the procurement of the contract; or
 - (bb) At any other time since the policy was issued; which if known to us would have caused us not to issue the policy; or
 - (b) If the risk has changed substantially since the policy was issued. This can be done by letting you know at least 30 days before the date cancellation takes effect.
- (03) If this policy is cancelled by us, each known person shown by the policy to have an interest in any loss which may occur thereunder will be notified:
 - (a) At least 10 days before the date cancellation takes effect if we cancel for non payment of premium; or
 - (b) At least 30 days before the date cancellation takes effect if we cancel for any other reason.

05. **Concealment Or Fraud** is deleted and replaced by the following:

05. Concealment Or Fraud

- a. We do not provide coverage to one or more **Named Insureds or Honorees** who, whether before or after a loss, have:
 - (01) Intentionally concealed or misrepresented any material fact or circumstance;
 - (02) Engaged in fraudulent conduct; or
 - (03) Made false statements;relating to this insurance.
- b. However, if the conduct specified above is in relation to the procurement of the contract or occurs subsequent to the issuance of the contract, but if known to us would have caused us not to issue the policy, coverage will only be denied if the conduct was committed with the intent to deceive.

09. **Legal Action Against Us** is deleted and replaced by the following:

09. Legal Action Against Us

A person or organization may bring a suit against us including, but not limited to a suit to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of the Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

All other provisions of this policy apply.

This Endorsement Changes The Policy. Please Read It Carefully.

PRIVATE EVENT CANCELLATION INSURANCE

AMENDATORY ENDORSEMENT - MAINE

SECTION III - Private Event Cancellation Insurance Conditions

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. is deleted and replaced by the following:

- c. We may cancel this policy subject to the provisions of this condition by notifying you in writing of the date cancellation takes effect and the reason for cancellation. This cancellation notice may be delivered to you, or mailed to you at your last known address. A postal service certificate of mailing to you will be conclusive proof of notification on the fifth calendar day after mailing.
 - (01) When you have not paid the premium, whether payable to us or our agent or under any finance or credit plan, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
 - (02) When this policy has been in effect for less than 90 days, we may cancel for any reason allowed by law, except as provided in (01) above, and will provide notice as reasonably practicable.
 - (03) When this policy has been in effect for 90 days or more, we may cancel for one or more of the following reasons by letting you know at least 20 days before the date cancellation takes effect:
 - (a) Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against;
 - (b) Fraud or material misrepresentation by you or your representative in obtaining this policy, including a failure to disclose a material fact during the application process that if known by us, would have substantially altered the terms of the policy;
 - (c) Fraud or material misrepresentation by you in pursuing a claim under this policy;
 - (d) Negligent acts or omissions by a **named insured, honoree** or insured which substantially increase any hazard insured against;
 - (e) Physical changes in the insured property which result in the property becoming uninsurable.

All other provisions of this policy apply.

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PRIVATE EVENT CANCELLATION INSURANCE

AMENDATORY ENDORSEMENT - MARYLAND

SECTION III - Private Event Cancellation Insurance Conditions

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. is deleted and replaced by the following:

- c. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice shall be mailed to you at your mailing address shown in the Declarations. A certificate of mailing will be proof of mailing and will be sufficient proof of notice.
 - (01) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
 - (02) When this policy has been in effect for less than 60 days, we may cancel for any reason allowed by law and will provide notice as reasonably practicable.
 - (03) When this policy has been in effect for 60 days or more, we may cancel:
 - (a) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
 - (b) If the risk has changed substantially since the policy was issued.
This can be done by letting you know at least 45 days before the date cancellation takes effect.
 - (04) When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 45 days before the date cancellation takes effect.

All other provisions of this policy apply.

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**PRIVATE EVENT CANCELLATION INSURANCE
AMENDATORY ENDORSEMENT - MASSACHUSETTS**

SECTION III - Private Event Cancellation Insurance Conditions

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. is deleted and replaced by the following:

- c. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect and the reason for cancellation. This cancellation notice may be delivered to you or mailed by first class mail, to the mailing address shown in the Declarations or to your last address known to us. A United States Postal Service certificate of mailing showing your name and that address will be sufficient proof of notice.
 - (01) When you have not paid the premium, whether payable to us or to our agent or under any finance or credit plan, we may cancel at any time by notifying you at least 10 days before the date cancellation takes effect.
 - (02) When this policy has been in effect for less than 60 days we may cancel for any reason allowed by law and will provide notice as reasonably practicable.
 - (03) When this policy has been in effect 60 days or more, we may cancel for one or more of the following by notifying you 5 days before the date cancellation takes effect:
 - (a) Conviction of any act which increases the changes of loss under this policy;
 - (b) Discovery of fraud or material misrepresentation by the **named insured, honoree**, or insured in obtaining this policy;
 - (c) Discovery of willful or reckless acts or omissions by the **named insured, honoree** or insured increasing the hazard insured against;
 - (d) Physical changes in the property insured, which result in the property becoming uninsurable;
 - (e) A determination by the commissioner that continuation of the policy will violate or place the insurer in violation of the law.

All other provisions of this policy apply.

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**PRIVATE EVENT CANCELLATION INSURANCE
AMENDATORY ENDORSEMENT - MICHIGAN**

EFFECTIVE TIME

To the extent that coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy, coverage under this policy will not become effective until such other coverage has terminated.

SECTION III - Private Event Cancellation Insurance Conditions

A. Private Event Cancellation Insurance Property Coverage Loss Conditions

02. **Appraisal** is deleted and replaced by the following:

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 a competent and independent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose a competent and impartial umpire. 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. 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.

Each party will:

- a. Pay its own appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

03. **Loss Payment** is deleted and replaced by the following:

03. Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 30 days after we receive your proof of loss and:

- a. Reaching an agreement with you;
- b. Entry of a final judgment; or
- c. There is a filing of an appraisal award with us.

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. is deleted and replaced by the following:

c. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be mailed to you at your address last known to us or our authorized agent.

- (01) When this policy has been in effect for less than 55 days, we may cancel for any reason allowed by law and will provide notice as reasonably practicable.
- (02) When this policy has been in effect for 55 days or more, or at any time if it is a renewal with us, we may cancel:
 - (a) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
 - (b) If the risk has changed substantially since the policy was issued.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

09. **Legal Action Against Us** is deleted and replaced by the following:

09. Legal Action Against Us

The following is added to Paragraph a:

The time for commencing an action is tolled from the time the **named insured, honoree** or insured notifies the insurer of the loss until the insurer formally denies liability.

All other provisions of this policy apply.

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**PRIVATE EVENT CANCELLATION INSURANCE
AMENDATORY ENDORSEMENT - MINNESOTA**

SECTION III - Private Event Cancellation Insurance Conditions

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. is deleted and replaced by the following:

c. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

- (01) When you have not paid the premium, we may cancel at any time by providing notice to you at least 20 days before the date cancellation takes effect.
- (02) When this policy has been in effect for less than 60 days, we may cancel for any reason allowed by law and will provide notice as reasonably practicable.
- (03) When this policy has been in effect for 60 days or more, we may cancel for one or more of the following reasons:
 - (a) Misrepresentation or fraud made by you or with your knowledge in obtaining the policy or in pursuing a claim thereunder;
 - (b) An act or omission by you which materially increases the risk originally accepted;
 - (c) Physical changes in the insured property which are not corrected or restored within a reasonable time after they occur and which result in the property becoming uninsurable.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

All other provisions of this policy apply.

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**PRIVATE EVENT CANCELLATION INSURANCE
AMENDATORY ENDORSEMENT - MISSOURI**

SECTION III - Private Event Cancellation Insurance Conditions

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. (2) is deleted and replaced by the following:

- (02) When this policy has been in effect for less than 60 days, we may cancel for any reason and will provide notice as reasonably practicable.

All other provisions of this policy apply.

PECI SE 12-06 MO

This Endorsement Changes The Policy. Please Read It Carefully.

PRIVATE EVENT CANCELLATION INSURANCE AMENDATORY ENDORSEMENT - MONTANA

SECTION III - Private Event Cancellation Insurance Conditions

A. Private Event Cancellation Insurance Property Coverage Loss Conditions

03. **Loss Payment** is replaced by the following:

03. Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 30 days after we receive your proof of loss and:

- a. Reach an agreement with you;
- b. There is an entry of a final judgment; or
- c. There is a filing of an appraisal award with us.

If we make a reasonable request for additional information or documents, we shall pay or deny payment for the claim within 60 days of receiving the proof of loss unless we have notified you, your assignee, or the claimant of the reasons for failure to pay for the loss in full or unless we have a reasonable belief that insurance fraud has been committed and we have reported the possible insurance fraud to the commissioner.

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. is deleted and replaced by the following:

c. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

- (1) When you have not paid the premium, we may cancel at any time by letting you know at least 20 days before the date cancellation takes effect.
- (2) When this policy has been in effect for less than 60 days, we may cancel for any reason allowed by law and will provide notice as reasonably practicable.
- (3) When this policy has been in effect for 60 days or more, we may cancel:
 - (a) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy;
 - (b) If the risk has changed substantially since the policy was issued, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing this policy;
 - (c) In the event of substantial breaches of contractual duties, conditions or warranties;
 - (d) Upon a determination by the Insurance Commissioner that continuation of the policy would place us in violation of the Montana Insurance Code;
 - (e) Due to our financial impairment; or
 - (f) For any other reasons approved by the Insurance Commissioner.

This can be done by letting you know at least 45 days before the date cancellation takes effect.

06. **Conformity To State Statutes** is deleted and replaced by the following:

06. Conformity With Montana Statutes

The provisions of this policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the **named insured** resides on or after the effective date of this policy.

Any provision of this policy (including endorsements which modify the policy) that does not conform to the minimum requirements of a Montana statute is amended to conform to that statute.

All other provisions of this policy apply.

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PRIVATE EVENT CANCELLATION INSURANCE AMENDATORY ENDORSEMENT - NEBRASKA

SECTION III - Private Event Cancellation Insurance Conditions

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. is deleted and replaced by the following:

- c. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect and the reason for cancellation. This cancellation notice will be mailed to you at your mailing address last known to us. Certified or registered mail will be sufficient proof of notice, or a postal service certificate of mailing to you will be sufficient proof of notification on the third calendar day after mailing.
- (01) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
 - (02) When this policy has been in effect for less than 60 days, we may cancel for any reason allowed by law and will provide notice as reasonably practicable.
 - (03) When this policy has been in effect for 60 days or more, we may cancel:
 - (a) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy;
 - (b) If the risk originally accepted has substantially increased;
 - (c) If a **named insured, honoree** or insured has submitted a fraudulent claim;
 - (d) If a **named insured, honoree** or insured violates any of the terms or conditions of the policy;
 - (e) Upon certification to the Director of Insurance of loss of reinsurance by us which provided coverage to us for all or a substantial part of the underlying risk insured; or
 - (f) Upon determination by the Director that the continuation of the policy could place us in violation of the insurance laws of this State.

This can be done by letting you know at least 60 days before the date cancellation takes effect.

All other provisions of this policy apply.

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PRIVATE EVENT CANCELLATION INSURANCE

AMENDATORY ENDORSEMENT - NEVADA

SECTION III - Private Event Cancellation Insurance Conditions

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. (03) is deleted and replaced by the following:

- (03) When this policy has been in effect for 60 days or more, we may cancel:
 - (a) If you have made a material misrepresentation in the policy application which we have relied upon in affording coverage; or
 - (b) If the insured risk has substantially changed since the policy inception date and such change would warrant a substantial difference in the premium charged.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

All other provisions of this policy apply.

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PRIVATE EVENT CANCELLATION INSURANCE

AMENDATORY ENDORSEMENT - NEW HAMPSHIRE

SECTION II - Private Event Cancellation Insurance Personal Liability Coverage

A. Personal Liability And Medical Payments To Others Coverage

Item (23) is deleted and replaced by the following:

(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. We do provide coverage for **Bodily Injury, Property Damage** or **Personal Injury** that result from intra-family or inter-spousal claims or suits arising out of the private event covered by this policy.

SECTION III - Private Event Cancellation Insurance Conditions

A. Private Event Cancellation Insurance Property Coverage Loss Conditions

03. Loss Payment

The first paragraph is deleted and replaced by the following:

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 5 days after we receive your proof of loss and:

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. is deleted and replaced by the following:

- 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) When this policy has been in effect for less than 90 days, we may cancel for any reason allowed by law and will provide notice as reasonably practicable.
 - (02) When this policy has been in effect for 90 days or more, we may cancel for one or more of the following reasons by letting you know at least 45 days before the date cancellation takes effect.
 - (a) Conviction of the named insured of a crime having as one of its necessary elements an act increasing any hazard insured against.
 - (b) Discovery of fraud or material misrepresentation by the **named insured, honoree** or insured in pursuing a claim under the policy.
 - (c) Discovery of grossly negligent acts or omissions by the **named insured, honoree** or insured substantially increasing any of the hazards insured against.

05. **Concealment Or Fraud** is deleted and replaced by the following:

05. Concealment Or Fraud

We do not provide coverage for the **named insured** who, whether before or after a loss, 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.

All other provisions of this policy apply.

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PRIVATE EVENT CANCELLATION INSURANCE AMENDATORY ENDORSEMENT - NEW JERSEY

SECTION III - Private Event Cancellation Insurance Conditions

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. is deleted and replaced by the following:

- c. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice, stating the reasons for cancellation, may be delivered to you or mailed to you at your mailing address shown in the Declarations by certified mail, or first class mail if we have obtained, from the U.S. Post Office, a date stamped proof of mailing showing your name and address. Written notice of cancellation will also be mailed to any person or organization entitled to notice under the policy.
 - (01) When this policy has been in effect for less than 60 days, we may cancel by letting you know at least:
 - (a) 10 days before the date cancellation takes effect, if we cancel for either: nonpayment of premium; or the existence of a moral hazard, which is defined in N.J.A.C. 11:1-20.2(f) as follows:
 - (aa) The risk, danger or probability that the **named insured, honoree** or insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of a **named insured, honoree** or insured that will increase the probability of such a destruction may be considered a moral hazard; and
 - (bb) The substantial risk, danger or probability that the character, circumstances or personal habits of the **named insured, honoree** or insured may increase the possibility of loss or liability for which we will be held responsible. Any change in character or circumstances of an individual, corporate, partnership or other **named insured, honoree** or insured that will increase the probability of such a loss or liability may be considered a moral hazard.
 - (b) as reasonably practicable if we cancel for any other reason allowed by law.
 - (02) When this policy has been in effect for 60 days or more, we may cancel only for one or more of the following reasons:
 - (a) Nonpayment of premium;
 - (b) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);
 - (c) Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;
 - (d) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;

- (e) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;
 - (f) Lack of cooperation from the **named insured, honoree** or insured on loss control matters materially affecting insurability of the risk;
 - (g) Fraudulent acts against us by the **named insured, honoree** or insured or the **named insured's, honoree's** or insured's representative that materially affect the nature of the risk insured;
 - (h) Loss of or reduction in available insurance capacity;
 - (i) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;
 - (j) Loss of or substantial changes in applicable reinsurance;
 - (k) Failure by the **named insured, honoree** or insured to comply with any Federal, State or local fire, health, safety, building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;
 - (l) Failure by the **named insured, honoree** or insured to provide reasonable and necessary underwriting information to us upon written request therefore and a reasonable opportunity to respond;
 - (m) Agency termination, provided:
 - (aa) We document that replacement coverage at comparable rates and terms has been provided to you, and we have informed you, in writing, of your right to continue coverage with us; or
 - (bb) We have informed you, in writing, of your right to continue coverage with us and you have agreed, in writing, to the cancellation based on the termination of your appointed agent; or
 - (n) Any other reason in accordance with our underwriting guidelines for cancellation of Private Event Cancellation insurance.
- (03) If we cancel this policy based on paragraph (02)(a) or (02)(b) above, we may do so by letting you know at least 10 days before the date cancellation takes effect. For cancellation due to nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date of cancellation set forth in the notice. If we cancel this policy for any other reason listed in (02) above, we may cancel by letting you know not more than 120 days nor less than 30 days before the date cancellation takes effect.
- (04) We need not send notice of cancellation if you have:
- (a) Replaced coverage elsewhere; or
 - (b) Specifically requested termination.

All other provisions of this policy apply.

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**PRIVATE EVENT CANCELLATION INSURANCE
AMENDATORY ENDORSEMENT - NEW MEXICO**

SECTION III - Private Event Cancellation Insurance Conditions

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. (02) and first paragraph of c. (03) are deleted and replaced by the following:

- (02) When 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. The effective date of cancellation must fall within such 60 day period.
- (03) When this policy has been in effect for more than 60 days, we may cancel for by providing at least 30 days notice if there has been:

All other provisions of this policy apply.

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**PRIVATE EVENT CANCELLATION INSURANCE
AMENDATORY ENDORSEMENT - NEW YORK**

SECTION I – PRIVATE EVENT CANCELLATION INSURANCE PROPERTY COVERAGE

A. Property Coverage

05. Decisions Of You Or The Honoree

This Coverage is deleted and not available in New York.

09. Professional Counseling Coverage

This Coverage is deleted and not available in New York.

SECTION II – Private Event Cancellation Insurance Conditions

SECTION III - Private Event Cancellation Insurance Personal Liability Coverage

A. Personal Liability And Medical Payments To Others Coverage

01. Personal Liability Coverage

a. **Our Duty To Defend** is deleted and replaced by the following

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 this 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.

A. Private Event Cancellation Insurance Property Coverage Loss Conditions

02. Appraisal is deleted and replaced by the following:

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 select 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. 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. 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 difference 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. Each party will:

- a. Pay its own appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. is deleted and replaced by the following:

- c. We may cancel the entire policy only for the reasons stated in this condition. The cancellation notice will be mailed to you at the address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
 - (01) When you have not paid the premium, we may cancel the entire policy at any time by mailing to you at least 15 days' notice.
 - (02) When this policy has been in effect for less than 60 days, we may cancel the entire policy for any reason allowed by law and will provide notice as reasonably practicable.
 - (03) When this policy has been in effect for 60 days or more, we may cancel the entire policy only for one or more of the following reasons by notifying the **named insured** at least 30 days prior to the proposed cancellation date:
 - (a) conviction of a crime arising out of acts increasing the hazard insured against;
 - (b) discovery of fraud or material misrepresentation in obtaining the policy or in the presentation of a claim thereunder;
 - (c) discovery of willful or reckless acts or omissions increasing the hazard insured against;
 - (d) a determination by the superintendent of Insurance that the continuation of the policy would violate or would place us in violation of the New York Insurance Law.

If one of the reasons listed in the Paragraph (03) exists, we may cancel the entire policy.

Delivery of such written notice by us to the **named insured** at the mailing address shown in the Declarations or at a forwarding address will be equivalent to mailing

05. Concealment Or Fraud is deleted and replaced by the following:

05. Concealment Or Fraud

We do not provide coverage for the **named insured, honoree** or insured who, whether before or after a loss, has:

- a. intentionally concealed or misrepresented any material fact or circumstance;
 - b. engaged in fraudulent conduct;
- relating to this insurance.

All other provisions of this policy apply

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PRIVATE EVENT CANCELLATION INSURANCE

AMENDATORY ENDORSEMENT - NORTH CAROLINA

SECTION III - Private Event Cancellation Insurance Conditions

A. Private Event Cancellation Insurance Property Coverage Loss Conditions

02. **Appraisal** is deleted and replaced by the following:

02. **Appraisal**

If you and we fail to agree on the value or amount of any item or loss, either may demand an appraisal of such item or loss. In this event, each party will choose a competent and disinterested appraiser within 20 days after receiving a written request from the other. The two appraisers will choose a competent and impartial umpire. If they cannot agree upon an umpire within 15 days, you or we may request that a choice be made by a judge of a court of record in the state where the applicant resides. 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.

Each party will:

- a. Pay its own appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

In no event will an appraisal be used for the purpose of interpreting any policy provision, determining causation or determining whether any item or loss is covered under this policy. If there is an appraisal, we still retain the right to deny the claim.

03. **Loss Payment** is deleted and replaced by the following:

03. **Loss Payment**

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. We will pay within 60 days after the amount is finally determined.

This amount may be determined by:

- a. Reaching an agreement with you;
- b. Entry of a final judgment; or
- c. The filing of an appraisal award with us.

C. Private Event Cancellation Insurance Coverage General Loss Conditions

09. **Legal Action Against Us** is deleted and replaced by the following:

09. **Legal Action Against Us**

Paragraph a. is deleted and replaced by the following:

- 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 three years after the date of the **Occurrence**.

The following Condition is added:

12. **Choice Of Law**

This policy is issued in accordance with the laws of North Carolina and covers property or risks principally located in North Carolina. Any and all claims or disputes in any way related to this policy shall be governed by the laws of North Carolina.

All other provisions of this policy apply

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**PRIVATE EVENT CANCELLATION INSURANCE
AMENDATORY ENDORSEMENT - NORTH DAKOTA**

SECTION III - Private Event Cancellation Insurance Conditions

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. **Cancellation**

Item c. is deleted and replaced by the following:

- c. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect and the reason for cancellation. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
 - (01) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
 - (02) When this policy has been in effect for less than 60 days, we may cancel for any reason allowed by law and will provide notice as reasonably practicable.
 - (03) When this policy has been in effect for 60 days or more, we may cancel only for one or more of the following reasons by letting you know at least 30 days before the date cancellation takes effect:
 - (a) Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claim submitted thereunder;
 - (b) Discovery of willful or reckless acts or omissions on the part of the **named insured, honoree** or insured which increase any hazard insured against;

- (c) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
- (d) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
- (e) A determination by the Commissioner of Insurance that the continuation of the policy would place the insurer in violation of the insurance laws of this state; or
- (f) Conviction of the named insured of a crime having as one of its necessary elements an act increasing any hazard insured against.

09. Legal Action Against Us

Paragraph a. is deleted and replaced by the following:

- 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 three years after the date of the **Occurrence**.

All other provisions of this policy apply.

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**PRIVATE EVENT CANCELLATION INSURANCE
AMENDATORY ENDORSEMENT - OHIO**

SECTION III - Private Event Cancellation Insurance Conditions

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. is deleted and replaced by the following:

- c. We may cancel this policy, as stated below, by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
 - (01) We may cancel at any time by letting you know at least 10 days before the date cancellation takes effect if we cancel because:
 - (a) You have not paid the premium; or
 - (b) There has been a material misrepresentation of fact related to this insurance.
 - (02) When this policy has been in effect for less than 60 days, we may cancel for any reason allowed by law and will provide notice as reasonably practicable.
 - (03) When this policy has been in effect for 60 days or more, we may cancel if the risk has changed substantially since the policy was issued. This can be done by letting you know at least 30 days before the date cancellation takes effect.

All other provisions of this policy apply.

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**PRIVATE EVENT CANCELLATION INSURANCE
AMENDATORY ENDORSEMENT - OKLAHOMA**

SECTION III - Private Event Cancellation Insurance Conditions

A. Private Event Cancellation Insurance Property Coverage Loss Conditions

02. **Appraisal** is deleted and replaced by the following:

02. Appraisal

If you and we fail to agree on the amount of loss, either party may make written demand for an appraisal of the loss. In this event, only the party which demanded the appraisal will be bound by the results of that appraisal. Each party will choose a competent and impartial appraiser within 20 days after the written demand has been made. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, then, at the request of either you or us, after notice of hearing to the nonrequesting party by certified mail, the umpire shall be selected by a judge of a district court in the country where the loss occurred. The appraisers will separately set the amount of loss. If the appraisers submit a written report of agreement to us, the amount agreed upon will be the amount of loss and will be binding on that party which demanded the appraisal. 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 and will be binding on that party which demanded the appraisal.

Each party will:

- a. Pay its own appraiser; and

- b. Bear the other expenses of the appraisal and umpire equally.
03. **Loss Payment** is deleted and replaced by the following:

03. **Loss Payment**

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable:

- a. Within 60 days after we reach an agreement with you or there is a filing of an appraisal award with us; or
- b. Within 30 days after there is an entry of a final judgment.

The following condition is added:

06. **Our Duties After A Loss**

It shall be our duty, after receiving a proof of loss, to submit a written offer of settlement or rejection of the claim, or notice of the need for more time to investigate the claim, to you within forty-five (45) days of receipt of the proof of loss.

All other provisions of this policy apply.

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PRIVATE EVENT CANCELLATION INSURANCE

AMENDATORY ENDORSEMENT - OREGON

SECTION III - Private Event Cancellation Insurance Conditions

A. Private Event Cancellation Insurance Property Coverage Loss Conditions

02. **Appraisal** is deleted and replaced by the following:

02. **Appraisal**

If you and we fail to agree on the amount of loss, an appraisal of the loss may take place. However, both parties must agree to appraisal and to be bound by the results of that appraisal. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. 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. 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.

Each party will:

- a. Pay its own appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

C. Private Event Cancellation Insurance Coverage General Loss Conditions

05. **Concealment Or Fraud** is deleted and replaced by the following:

- (01) This entire policy shall be void if, whether before or after a loss, the **named insured, honoree** or insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the **named insured, honoree** or insured therein, or in the case of any fraud or false swearing by the **named insured, honoree** or insured relating thereto.
- (02) All statements made by or on behalf of the **named insured, honoree** or insured, in the absence of fraud, shall be deemed representations and not warranties. No such statements that arise from an error in the application shall be used in defense of a claim under the policy unless:
 - (a) The statements are contained in a written application; and
 - (b) A copy of the application is endorsed upon or attached to the policy when issued.
- (03) In order to use any representation by or on behalf of the **named insured, honoree** or insured in defense of a claim under this policy, the insurer must show that the representations are material and that the insurer relied on them.

All other provisions of this policy apply.

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PRIVATE EVENT CANCELLATION INSURANCE

AMENDATORY ENDORSEMENT - PENNSYLVANIA

SECTION III - Private Event Cancellation Insurance Conditions

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. **Cancellation**

Item c. is deleted and replaced by the following:

- c. We may cancel this policy only for the reasons stated below by notifying the **named insured** in writing of the date cancellation takes effect. This cancellation notice may be delivered to or mailed to the **named insured** named in the Declarations at the mailing address shown in the policy or at a forwarding address. Proof of mailing will be sufficient proof of notice.
- (01) When this policy has been in effect for less than 60 days, we may cancel for any reason allowed by law by notifying the **named insured** named in the Declarations as reasonably practicable.
 - (02) When this policy has been in effect for 60 days or more, we may cancel only for one or more of the following reasons by notifying the **named insured** named in the Declarations at least 30 days prior to the proposed cancellation date:
 - (a) This policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us;
 - (b) There has been a substantial change or increase in hazard in the risk assumed by us subsequent to the date the policy was issued;
 - (c) There is a substantial increase in hazard insured against by reason of willful or negligent acts or omissions by the **named insured, honoree** or insured;
 - (d) The **named insured** has failed to pay the premium by the due date, whether payable to us; or
 - (d) For any other reason approved by the Pennsylvania Insurance Commissioner. This provision shall not apply if the **named insured** has demonstrated by some overt action to us or to our agent that the **named insured** wishes the policy to be cancelled.

Delivery of such written notice by us to the **named insured** named in the Declarations at the mailing address shown in the policy or at a forwarding address shall be equivalent to mailing.

All other provisions of this policy apply.

PECI SE 12-06 PA

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**PRIVATE EVENT CANCELLATION INSURANCE
AMENDATORY ENDORSEMENT - RHODE ISLAND**

SECTION III - Private Event Cancellation Insurance Conditions

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

First paragraph of Item c. is deleted and replaced by the following:

- c. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your last address known to us by first class mail. If notice is mailed, we will maintain proof of mailing of the notice to you by United States Postal Service certificate of mailing. This proof of mailing will be sufficient proof of notice.

All other provisions of this policy apply.

PECI SE 12-06 RI

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**PRIVATE EVENT CANCELLATION INSURANCE
AMENDATORY ENDORSEMENT - SOUTH CAROLINA**

SECTION III - Private Event Cancellation Insurance Conditions

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. is deleted and replaced by the following:

- c. We may cancel this policy only for the reasons stated below, by written notification to you and, if any, your insurance agent of the date cancellation takes effect and the precise reason for cancellation. This cancellation notice may be delivered or mailed to you and your agent at the mailing addresses shown in the Declarations or the last known addresses. Proof of mailing will be sufficient proof of notice.
 - (01) When you have not paid the premium, we may cancel at any time by letting you and your agent know at least 10 days before the date cancellation takes effect.
 - (02) When this policy has been in effect for less than 90 days, we may cancel for any reason allowed by law and will provide notice as reasonably practicable.
 - (03) When this policy has been in effect for 90 days or more, we may cancel:

- (a) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue this policy;
- (b) If the risk has changed substantially since the policy was issued, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing this policy;
- (c) If there has been a conviction of a crime arising out of acts increasing the hazard insured against;
- (d) If there has been a discovery of fraud or material misrepresentation in obtaining the policy or in the presentation of a claim thereunder;
- (e) If there has been a discovery of willful or reckless acts or omissions increasing the hazard insured against; or
- (f) If there has been a physical change in the property insured occurring after issuance of the policy which results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last voluntarily renewed.
- (g) In the event of a substantial breach of a contractual duty, condition or warranty; or
- (h) If we lose our reinsurance covering all or a significant portion of this policy, or where continuation of the policy would imperil our solvency or place us in violation of the insurance laws of this state. Cancellation for these reasons is subject to approval by the Insurance Commissioner.

This can be done by letting you and your agent know at least 30 days before the date cancellation takes effect.

10. **Legal Action Against Us**

Paragraph a. is deleted and replaced by the following:

- 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 three years after the date of the **Occurrence**.

All other provisions of this policy apply.

PECI SE 12-06 SC

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This Endorsement Changes The Policy. Please Read It Carefully.

PRIVATE EVENT CANCELLATION INSURANCE AMENDATORY ENDORSEMENT - SOUTH DAKOTA

SECTION III - Private Event Cancellation Insurance Conditions

A. Private Event Cancellation Insurance Property Coverage Loss Conditions

02. **Appraisal** is deleted and replaced by the following:

02. Appraisal

If you and we fail to agree on the amount of loss, an appraisal of the loss may take place if both parties agree to the appraisal procedure. In this event, each party will choose a competent and impartial appraiser within 20 days after both parties agree. The two appraisers will choose an umpire. 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. 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. The outcome of the appraisal procedure will not be binding on either party.

Each party will:

- a. Pay its own appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. is deleted and replaced by the following:

- c. We may cancel this policy subject to the provisions of this condition by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
 - (01) When you have not paid the premium, we may cancel at any time by letting you know at least 20 days before the date cancellation takes effect.
 - (02) When this policy has been in effect for less than 60 days, we may cancel for any reason allowed by law and will provide notice as reasonably practicable.
 - (03) When this policy has been in effect for 60 days or more, we may cancel:
 - (a) Upon discovery of fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy or in presenting a claim under the policy;
 - (b) Upon the occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued;

- (c) Upon discovery of acts or omissions by the **named insured, honoree** or insured which increase any hazard insured against;
- (d) In the event of a violation or breach of any policy term or condition; or
- (e) If there is a violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy of such property, which substantially increases any hazard insured against.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

09. Legal Action Against Us

Paragraph a. is deleted and replaced by the following:

- 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 six years after the date of the **Occurrence**.

All other provisions of this policy apply.

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**PRIVATE EVENT CANCELLATION INSURANCE
AMENDATORY ENDORSEMENT - TEXAS**

SECTION II - Private Event Cancellation Insurance Personal Liability Coverage

A. Personal Liability And Medical Payments To Others Coverage

01. Personal Liability Coverage

(01) Abuse Or Molestation

The following paragraph is added:

For purposes of this exclusion, abuse means an act which is committed with the intent to cause harm.

(10) Expected Or Intended Injury Or Damage is deleted and replaced by the following:

(10) Expected Or Intended Injury Or Damage

We do not cover **Bodily Injury, Property Damage** or **Personal Injury** which is caused intentionally by or at the direction of the **Named Insured**.

SECTION III - Private Event Cancellation Insurance Conditions

A. Private Event Cancellation Insurance Property Coverage Loss Conditions

02. Appraisal

The last sentence is deleted.

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

Item e.(01) is deleted and replaced by the following:

- (01) Authorize us to obtain copies of all pertinent medical records and reports reasonably related to the injury.

Item f.(01) is deleted and replaced by the following:

- (01) Authorize us to obtain copies of all pertinent medical records and psychological records and reports reasonably related to the claim; and

First paragraph of Item g. is deleted and replaced by the following:

- g. Within 91 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:

The following condition is added:

06. Our Duties After We Receive Notice of a Claim from You

Notwithstanding anything to the contrary, our obligations under this condition are limited solely to those which are required of us by Sections 542.051 – 542.061 of the Texas Insurance Code after final judgment or settlement.

- a. Within fifteen (15) days after we receive notice of a claim from you to which this policy applies we will:

- (01) Acknowledge receipt of the notice. If we do not acknowledge receipt of the notice in writing, we will keep a record of the date, method and content of our acknowledgment;
- (02) Begin any investigation of the claim; and
- (03) Request more information from you if during the investigation of the claim such additional information is necessary.

- b. Within fifteen (15) business days after we receive the information we request, we will notify you in writing as to whether:

- (01) We will pay the claim;
- (02) We will deny the claim; or
- (03) We need more information.

c. If we notify you that payment of the claim or part of the claim will be made, we will pay within five (5) business days after we have notified you. However, if payment of the claim or part of the claim is conditioned on your compliance with any of the terms of this policy, we will pay within five (5) business days after you have complied with such terms.

B. Private Event Cancellation Insurance Personal Liability Coverage Loss Conditions

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

Item b. is deleted and replaced by the following:

b. Authorize us to obtain copies of all pertinent medical records and reports reasonably related to the injury.

The following Condition is added:

03. Notice of Settlement of Liability Claim

- a. We will notify you in writing of any initial offer to compromise or settle a claim against you under the liability section of this policy. We will give you notice not later than the 10th day after the date the offer is made.
- b. We will notify you in writing of any settlement of a claim against you under the liability section of this policy. We will give you notice not later than the 30th day after the date of the settlement.

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. is deleted and replaced by the following:

c. We may cancel this policy for the reasons stated in this condition by mailing you notice in writing of the date cancellation takes effect.

(01) If this policy has been in effect for less than 60 days, we may cancel this policy for any reason. The effective date of cancellation cannot be before:

- (a) the 10th day after we mail notice if we cancel for non-payment of premium.
- (b) the 30th day after we mail notice if we cancel for any other reason.

(02) If this policy has been in effect 60 days or more, we may not cancel this policy unless:

- (a) you do not pay the premium or any portion of the premium when due.
- (b) The Texas Department of Insurance determines that continuation of the policy would violate the Texas Insurance Code or any other laws governing the business of insurance in this state.
- (c) you submit a fraudulent claim.
- (d) There is an increase in hazard covered by this policy that is within your control and that would produce a rate increase in the premium of this policy.

The effective date of cancellation cannot be before the 10th day after we mail the notice. Our notice of cancellation must state the reason for cancellation.

(03) If we cancel, our notice to you will state that if the refund is not included with the notice, it will be returned on demand.

(04) We may not cancel this policy solely because you are an elected official.

05. **Concealment or Fraud** is deleted and replaced by the following:

05. Concealment or Fraud

This policy is void as to you and any other **Named Insured, Honoree** or insured, if it is shown at trial that you or any other insured under this policy intentionally concealed or misrepresented any material fact or circumstance, made false statements or committed fraud relating to this insurance, whether before or after a loss.

09. Legal Action Against Us

Paragraph a. is deleted and replaced by the following:

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 and (1) day after the date of the **Occurrence**.

All other provisions of this policy apply.

PECI SE 12-06 TX

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PRIVATE EVENT CANCELLATION INSURANCE

AMENDATORY ENDORSEMENT - UTAH

SECTION III - Private Event Cancellation Insurance Conditions

A. Private Event Cancellation Insurance Property Coverage Loss Conditions

03. **Loss Payment** is deleted and replaced by the following:

03. Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable within 30 days after we receive your proof of loss and:

- a. Reach an agreement with you;
- b. There is an entry of a final judgment; or

c. There is a filing of an appraisal award with us.

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. is deleted and replaced by the following:

c. We may cancel this policy as stated below by letting you know in writing of the date cancellation takes effect. The cancellation notice may be delivered to you or mailed through first class mail to your last address known to us. Proof of mailing will be sufficient proof of notice.

(01) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.

(02) When this policy has been in effect for less than 60 days, we may cancel for any reason allowed by law and will provide notice as reasonably practicable.

(03) When this policy has been in effect for 60 days or more, we may cancel if:

(a) There has been a material misrepresentation;

(b) The risk has changed substantially since the policy was issued, unless we could have reasonably foreseen the change or contemplated the risk in writing the policy; or

(c) There has been a substantial breach of a contractual duty, condition or warranty.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

05. **Concealment Or Fraud** is deleted and replaced by the following:

05. Concealment Or Fraud

We provide coverage to no **named insureds, honorees** or insureds under this policy if, whether before or after a loss, a **named insured, honoree** or insured has:

a. Concealed or misrepresented any fact upon which we rely, and that concealment or misrepresentation is either material or made with intent to deceive; or

b. Concealed or misrepresented any fact and the fact misrepresented contributes to the loss.

09. Legal Action Against Us

Paragraph a. is deleted and replaced by the following:

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 three years after the date of the **Occurrence**.

All other provisions of this policy apply.

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PRIVATE EVENT CANCELLATION INSURANCE

AMENDATORY ENDORSEMENT - VERMONT

B. Definitions

The first paragraph is deleted and replaced by the following:

Throughout this policy, the words "you" and "your" refer to the **Named Insured** shown in the Declarations. "You" and "your" also refer to

a. the spouse; or

b. a party who has entered into a civil union under Vermont law;

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:

SECTION II - Private Event Cancellation Insurance Personal Liability Coverage

A. Personal Liability And Medical Payments To Others Coverage

(01) Abuse Or Molestation is deleted and replaced by the following:

(01) Abuse Or Molestation

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

(18) Pollution is deleted

SECTION III - Private Event Cancellation Insurance Conditions

A. Private Event Cancellation Insurance Property Coverage Loss Conditions

03. **Loss Payment** is deleted and replaced by the following:

03. Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable within 10 days after we receive your proof of loss and:

1. Reach an agreement with you;

2. There is an entry of a final judgment; or

3. There is a filing of an appraisal award with us.

B. Private Event Cancellation Insurance Coverage Personal Liability Coverage Loss Conditions

The following condition is added:

03. Continuation Of Suit By You

If judgment is rendered against you and we continue the suit by appeal or otherwise, no limitation of liability in this policy will be valid unless you agree to such continuation.

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. is deleted and replaced by the following:

- c. We may cancel this policy only for the reasons stated in this condition by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed by certified mail to you at your mailing address shown in the Declarations except that in the case of cancellation for nonpayment of premium, the cancellation notice will be by certified mail or certificate of mailing. Proof of mailing will be sufficient proof of notice.
 - (01) When you have not paid the premium, or there is a substantial increase in hazard, we may cancel at any time by letting you know at least 15 days before the date cancellation takes effect.
 - (02) When this policy has been in effect for less than 60 days, we may cancel for any reason allowed by law and will provide notice as reasonably practicable.
 - (03) When this policy has been in effect for 60 days or more, we may cancel for one or more of the following reasons:
 - (a) Nonpayment of premium or substantial increase in hazard, provided that in the case of substantial increase in hazard, we have secured approval for the cancellation from the commissioner of insurance. This can be done by letting you know 15 days before the date cancellation takes effect; or
 - (b) Fraud or material misrepresentation affecting the policy or in the presentation of a claim, or violation of any provisions of the policy. This can be done by letting you know 45 days before the date cancellation takes effect.

05. **Concealment Or Fraud** is deleted and replaced by the following:

05. Concealment Or Fraud

We do not provide coverage for the **named insured, honoree** or insured who, whether before or after a loss, 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.

All other provisions of this policy apply.

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PRIVATE EVENT CANCELLATION INSURANCE

AMENDATORY ENDORSEMENT - VIRGINIA

SECTION I – PRIVATE EVENT CANCELLATION INSURANCE PROPERTY COVERAGE

A. Property Coverage

09. Professional Counseling Coverage

This Coverage is deleted and not available in Virginia.

SECTION III - Private Event Cancellation Insurance Conditions

A. Private Event Cancellation Insurance Property Coverage Loss Conditions

02. **Appraisal** is deleted and replaced by the following:

02. Appraisal

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 residence premises is located. 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 the written demand is may by this Company, then the insured shall be reimbursed by this company, for the reasonable cost of the insured’s appraiser and the insured’s portion of the cost of the umpire.

If there is an appraisal we will still retain our right to deny the claim.

03. Loss Payment

The first paragraph is deleted and replaced by the following:

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 30 days after we receive your proof of loss and:

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

Item f. is deleted in its entirety.

C. Private Event Cancellation Insurance Coverage General Loss Conditions

02. **Bankruptcy** is deleted and replaced by the following:

02. Bankruptcy

Bankruptcy or insolvency of an insured or his estate will not relieve us of our obligations under this policy.

If execution on a judgment against the insured or his personal representative is returned unsatisfied in an action brought to recover damages for injury sustained or for loss or damage incurred during the life of the policy or contract, then an action may be maintained against us under the terms of the policy or contract for the amount of the judgment not exceeding the amount of the applicable limit of coverage under the policy or contract.

03. Cancellation

Item c. is deleted and replaced by the following:

2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation, stating the reasons for cancellation, may be delivered to you, or mailed to you at your mailing address shown on the Declarations.

We will mail the cancellation notice to you by registered or certified mail, or by certificate of mailing, for which we will obtain a written receipt from the United States Postal Service showing your name and address as shown in the Declarations. We will retain a copy of the notice.

a. If you don't pay the premium, we may cancel by providing at least 10 days notice.

b. When this policy has been in effect for less than 90 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.

c. When this policy has been in effect for 90 days or more, or at any time if it is a renewal with us, we may cancel for one or more of the following reasons:

- (1) Conviction of a crime arising out of acts increasing the probability that a peril insured against will occur;
- (2) Discovery of fraud or material misrepresentation;

This can be done by letting you know at least 30 days before the date cancellation takes effect.

All other provisions of this policy apply.

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PRIVATE EVENT CANCELLATION INSURANCE

AMENDATORY ENDORSEMENT – WASHINGTON

SECTION III - Private Event Cancellation Insurance Conditions

A. Private Event Cancellation Insurance Property Coverage Loss Conditions

02. **Appraisal** is deleted and replaced by the following:

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.

03. Loss Payment

The first paragraph is deleted and replaced by the following:

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 30 days after we receive your proof of loss and:

B. Private Event Cancellation Insurance Coverage Personal Liability Coverage Loss Conditions

The following condition is added:

03. Continuation Of Suit By You

If judgment is rendered against you and we continue the suit by appeal or otherwise, no limitation of liability in this policy will be valid unless you agree to such continuation.

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. Cancellation

Item c. and e. are deleted and replaced by the following:

- c. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice, together with our reason for cancellation, will be mailed to you and, if applicable, your agent or broker at the last address known to us or shown by our records. Proof of mailing will be sufficient proof of notice.
 - (01) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
 - (02) When this policy has been in effect for less than 60 days, we may cancel for any reason by letting you know at least 45 days before the date cancellation takes effect.
 - (03) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
 - (a) if there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy;
 - (b) if the risk has changed substantially 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 thereunder;
 - (e) a discovery of willful or reckless acts or omissions increasing the hazard insured against;
 - (f) a physical change in the property insured occurring after issuance of the policy which results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued.
- This can be done by letting you know at least 45 days before the date cancellation takes effect.
- 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 as soon as possible, but no later than:
 - (01) 45 days after we send a notice of cancellation to you; or
 - (02) 30 days after we receive the policy or a notice of cancellation from you.

The following is added:

- f. Except as noted above, if the policy is cancelled by us, we will give the same advance notice of cancellation in writing to any person shown by the policy to have an interest in a covered loss as we give to you. The cancellation notice may be delivered or mailed, if mailed, proof of mailing will be sufficient proof of notice.

05. Concealment Or Fraud

Item c. is deleted and replaced by the following:

- c. made false statements with the intent to deceive.

07. Coverage Changes is deleted and replaced by the following:

07. Coverage Changes

A waiver of change of a provision of this policy must be in writing by us to be valid.

PERSONAL LIABILITY COVERAGE ADDITIONAL INSURED ENDORSEMENT

If Form PECAI03 is attached to the policy, Item 3. Is deleted and replaced by the following:

- 3. We will not cancel the policy or make any change in coverage or reduce any limits of insurance except after giving at least 45 days advance written notice by registered mail to the person or organizations shown in the schedule at the address shown in the schedule.

All other provisions of this policy apply.

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**PRIVATE EVENT CANCELLATION INSURANCE
AMENDATORY ENDORSEMENT – WEST VIRGINIA**

SECTION III - Private Event Cancellation Insurance Conditions

A. Private Event Cancellation Insurance Property Coverage Loss Conditions

02. **Appraisal** is deleted and replaced by the following:

02. Appraisal

If you and we fail to agree on the value of the property or the amount of loss, then on written demand of either, each party will choose a competent and impartial appraiser and notify the other of the appraiser chosen within 20 days or such demand. The two appraisers will choose a competent and impartial umpire. If they cannot agree upon an umpire within 15 days, either may request that the choice be made by a judge of a court of record in the state where the applicant resides. The appraisers shall then appraise the loss, stating separately the value of the property and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A written decision agreed to by any two will be binding.

Each party will:

- a. Pay its own appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we still retain the right to deny the claim.

03. **Loss Payment** is deleted and replaced by the following:

03. **Loss Payment**

We will adjust all losses with you. We will pay you unless some other person is named in the policy or legally entitled to receive payment.

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. **Cancellation**

Item c. are deleted and replaced by the following:

c. We may cancel this policy as stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice, together with our specific reason for cancellation, will be delivered to you or mailed through first class mail to your last address known to us. Proof of mailing will be sufficient proof of notice.

- (01) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- (02) When this policy has been in effect for less than 60 days, we may cancel for any reason allowed by law and will provide notice as reasonably practicable.
- (03) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may also cancel for one or more of the following reasons:
 - (a) Conviction of the **named insured, honoree** or insured of any crime having as one of its necessary elements an act increasing any hazard insured against;
 - (b) Discovery of fraud or material misrepresentation made by or with the knowledge of the Named Insured in obtaining or continuing the policy, or in presenting a claim under this policy;
 - (c) Discovery of willful or reckless acts or omissions on the part of the **named insured, honoree** or insured which increases any hazard insured against;
 - (d) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
 - (e) A violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
 - (f) A determination by the insurance commissioner that the continuation of the policy would place the insurer in violation of the insurance laws of West Virginia;
 - (g) We cease to write the particular type or line of insurance coverage contained in this policy throughout West Virginia or discontinue operations within West Virginia; or
 - (h) There has been a substantial breach of the provisions of this policy.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

The following is added:

12. **Time For Payment Of Claims**

In settlement of all or part of any claim, we will pay the amount finally agreed upon no later than 15 working days from the:

- a. Receipt of such agreement by us; or
- c. Date of the performance by the claimant of any condition set by such agreement; whichever is later.

All other provisions of this policy apply.

PECI SE 12-06 WV

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This Endorsement Changes The Policy. Please Read It Carefully.

**PRIVATE EVENT CANCELLATION INSURANCE
AMENDATORY ENDORSEMENT - WISCONSIN**

SECTION III - Private Event Cancellation Insurance Conditions

A. Private Event Cancellation Insurance Property Coverage Loss Conditions

03. **Loss Payment**

The first paragraph is deleted and replaced by the following:

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 30 days after we receive your proof of loss and:

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. **Cancellation**

Items (02), (03) (a) and (b) are deleted and replaced by the following:

- (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) (a) if there has been a material misrepresentation;

(03) (b) if the risk has changed substantially since the policy was issued, except to the extent that the insurer should reasonably have foreseen the change or contemplated the risk in writing the policy;

05. **Concealment Or Fraud** is deleted and replaced by the following:

05. **Concealment Or Fraud**

We provide coverage to no **named insureds, honorees** or insureds under this policy if, whether before or after a loss, a **named insured, honoree** or insured has:

- a. Concealed or misrepresented any fact upon which we rely, and that concealment or misrepresentation is material and made with intent to deceive; or
- b. Concealed or misrepresented any fact and the fact misrepresented contributed to the loss.

06. **Conformity to State Statutes** is deleted and replaced by the following:

06. **Conformity to State Statutes**

Any provision of this policy (including endorsements which modify the policy) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under Wis. Stat. Ann. Section 227.11(2) and published in the Wisconsin administrative code.

09. **Legal Action Against Us**

Item b. is deleted and does not apply in Wisconsin.

The following Conditions are added:

12. **Failure to Comply with a Condition**

No failure to comply with a policy condition before the loss and no breach of a promissory warranty affects our obligations under this policy unless such failure or breach exists at the time of loss and either:

- a. increases the risk at the time of loss; or
- b. contributes to the loss.

This does not apply to failure to tender payment of premium.

13. **Knowledge and Acts of Agents**

Knowledge by our agent of any act which breaches a condition of this policy will be knowledge to us if such fact:

- a. is known by the agent at the time the policy is issued or an application made; or
- b. thereafter becomes known to the agent.

Any fact which:

- a. breaches a condition of this policy; and
- b. is known to the agent prior to loss;

will not void this policy or defeat a recovery in the event of loss.

All other provisions of this policy apply.

PECI SE 12-06 WI

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PRIVATE EVENT CANCELLATION INSURANCE

AMENDATORY ENDORSEMENT - WYOMING

SECTION III - Private Event Cancellation Insurance Conditions

A. Private Event Cancellation Insurance Property Loss Conditions

03. **Loss Payment** is deleted and replaced by the following:

03. **Loss Payment**

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Claims for benefits under this policy shall be rejected or accepted and paid by us or our agent designated to receive those claims within forty-five (45) days after receipt of the claim and supporting bills.

C. Private Event Cancellation Insurance Coverage General Loss Conditions

03. **Cancellation**

Item c. is deleted and replaced by the following:

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 don't pay the premium or if there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy, we may cancel by providing at least 10 days notice before the date cancellation takes effect.

(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 45 days notice if there has been:
- (a) a substantial change in the risk since the policy was issued;
 - (b) a conviction of a crime arising out of acts increasing the hazard insured against;
 - (c) a discovery of fraud or material misrepresentation in obtaining the policy or in the presentation of a claim thereunder;
 - (d) a discovery of willful or reckless acts or omissions increasing the hazard insured against; or
 - (e) a physical change in the property insured occurring after issuance of the policy which results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued.

09. Legal Action Against Us

Paragraph a. is deleted and replaced by the following:

- 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 four years after the date of the **Occurrence**.

All other provisions of this policy apply.

PECI SE 12-06 WY

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Fireman’s Fund Insurance Companies Privacy and Security Statement

Protecting you and your family from loss is important to Fireman’s Fund. Just as important to us is protecting your privacy and the personal information we use to provide you with superior products and service.

At Fireman’s Fund, and its subsidiaries, our policy is to maintain appropriate confidentiality with regard to all personal information obtained in the course of doing business with you. Our pledge to protect your privacy is reflected in this Privacy Statement which outlines our principles in collecting, using and safeguarding your personal information and information about your relationship with us.

Personal Information Fireman’s Fund Collects

Fireman’s Fund only collects personal information about you when it is necessary to conduct the business of insurance. We limit the collection of personal information to what we reasonably believe is needed to administer your account. As a result, we collect personal information from the following sources:

- Personal information you share with us either directly or through your agent, such as the information on your insurance application, requested policy change information or other forms you may complete.
- Personal information you provide or which is obtained through the process of handling a claim, including medical information, such as from an accident report.
- Personal information about you from your transactions with us, our affiliates or others such as the number of years you have been a policyholder with Fireman’s Fund or the types of coverage you purchase.
- Personal information about you from a consumer reporting agency, such as a credit report or a Motor Vehicle Report.

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Personal Information Fireman’s Fund Discloses

Fireman’s Fund does not disclose any personal information about current or former customers to anyone, except as permitted by law. When possible, we advise our vendors and other nonaffiliated third parties, to whom we legally provide your personal information in the course of conducting our insurance business, of our privacy policy. We make every effort to use vendors whose approach to customer privacy reflects our own.

Fireman’s Fund’s Policies and Practices with Respect to Security of Personal Information

Fireman’s Fund uses a variety of computer hardware and software tools to maintain physical, electronic and procedural safeguards that comply with applicable federal and state regulations to guard your personal information. We restrict access to personal information about you to only those employees who need that information to provide products or services to you.

Fireman’s Fund, and its subsidiaries, also work hard to ensure that our websites are secure. We employ firewalls, encryption technology, user authentication systems and access control mechanisms to control access to the personal information that may be shared over these sites.

Your Ability to Access and Correct Your Personal Information

If you wish to review your personal information, please write to the address below. Provide your full name, address and policy number(s). For your protection, please have your request notarized. This will ensure the identity of the person requesting the information.

Within 30 working days, you may see and copy your information in person. If you prefer, we will send you a copy of your information. You will not be given access to your information collected or in connection with a claim, or a civil or criminal proceeding. If medical information is contained in your file, we may request that you name a medical professional to whom we will send the information.

If you believe any of your information is incorrect, within 30 working days of notify us in writing, we will let you know if our review has resulted in a correction of your information. If we do not believe there is an error, you may file a statement disputing the information. We will attach the statement to your file. We will send any corrections we make, or your statement, to anyone we shared your information with over the past two years. And to anyone who may receive your information from us in the future. We do not control the information about you obtained from a consumer reporting agency or a Department of Motor Vehicle. We will provide you with the names and addresses of these agencies so that you can contact them directly.

Notification of Change

At Fireman's Fund, your trust is one of our most important assets. We will continually work to protect the privacy of our individual customers and will continually review our privacy policy. If at some point in the future we revise our privacy practices that affect your personal information, we will notify you prior to introducing any changes. This Privacy Statement is also displayed on our website. (www.ffic.com)

For More Information or if You have Questions

Should you have further questions regarding our privacy policy, you can contact us in a number of ways. You may call us directly at 1-800-272-9707, you can email us at Consumeraffairs@ffic.com or you can write to us at:

Fireman's Fund Insurance Company
Consumer Affairs Department
777 San Marin Drive
Novato, CA 94998-1000

Fireman's Fund's Family of Companies

The following lists the issuing companies Fireman's Fund uses to issue insurance policies nationwide:

American Automobile Insurance Company
The American Insurance Company
American Standard Lloyd's Insurance Company
Associated Indemnity Corporation
Fireman's Fund County Mutual Insurance Company
Fireman's Fund Indemnity Corporation
Fireman's Fund Insurance Company
Fireman's Fund Insurance Company of Hawaii
Fireman's Fund Insurance Company of Louisiana
Fireman's Fund Insurance Company of Ohio
National Surety Corporation
San Francisco Reinsurance Company
Interstate Fire & Casualty Company
Chicago Insurance Company
PRIVCY 08/11 AK

Fireman's Fund Insurance Companies

Privacy and Security Statement

Protecting you and your family from loss is important to Fireman's Fund. Just as important to us is protecting your privacy and personal information. Our pledge to protect your privacy is reflected in our Privacy and Security Statement, which outlines our principles for collecting, using and protecting your personal information.

Our Privacy and Security Statement applies to all of the companies within the Fireman's Fund family of companies that issue insurance policies. In most cases, these companies use the same processing systems and employees to maintain your insurance coverage. The law allows us to share personal information among our insurance companies. The law does not allow customers to prevent these disclosures. A list of our companies can be found at the end of this notice.

Fireman's Fund does not sell your personal information to anyone. We do not share your personal information with anyone for their own marketing purposes. For this reason, no "opt-in" or authorization is required. We also do not share your personal information with any of our affiliated companies outside of the Fireman's Fund family of insurance companies.

Personal Information about You Fireman's Fund collects

Fireman's Fund collects personal information about you so that we can process the insurance transactions you request. We limit the amount of personal information collected to what we feel is needed to maintain your account. We may collect your personal information from the following sources:

- From you, either directly or through your agent. This may include information on your insurance application or other forms you may complete.
- From others, through the process of handling a claim. This may include information from medical or accident reports.

- From your relationship with us. Such as the number of years you have been a customer or the types of insurance products you purchased.
- From a consumer reporting agency. Such as a credit or motor vehicle report. The information in these reports may be kept by the consumer reporting agency and shared with others.

If you visit one of our websites, we may use “cookies” (small text files sent from our site to your hard drive). These cookies help us to recognize repeat visitors and allow easy access to and use of the site. We do not use cookies to gather personal information. The cookies only enable you to use our website more easily.

Personal Information about You Fireman’s Fund Shares

Fireman’s Fund does not share personal information about current or former customers to anyone, except as “allowed by law.”

“Allowed by law” means that we may share your personal information, such as your name, address and policy information, as follows:

- To consumer reporting agencies to obtain a credit report or motor vehicle report. These reports are used to determine eligibility for coverage or to process your requested transactions.
- To your insurance agent so that they can perform services for you.
- To medical professionals in order to process your claim.
- To a state Department of Insurance in order to examine our records or business practices.
- To state or federal law enforcement agency, as required by law or to report suspected fraud activities.
- To research groups to conduct studies on claims results. No individual is identified in any study or report.

We advise the vendors with whom we legally share your personal information, of our privacy policy. We make every effort to use vendors whose privacy policy reflects our own.

Fireman’s Fund’s Policies and Practices Regarding Security of Personal Information

Fireman’s Fund uses a variety of computer hardware and software tools to maintain physical, electronic and procedural safeguards that comply with applicable federal and state regulations to guard your personal information. We restrict access to personal information about you to those employees who need the information to service your policy. Fireman’s Fund works hard to ensure that our websites are secure. We use state of the art technology to protect the personal information that may be shared over these sites.

Your Ability to Access and Correct Your Personal Information

If you wish to review your personal information, please write to the address below. Provide your full name, address and policy number(s). For your protection, please have your request notarized. This will ensure the identity of the person requesting the information.

Within 30 working days, you may see and copy your information in person. If you prefer, we will send you a copy of your information. You will not be given access to your information collected or in connection with a claim, or a civil or criminal proceeding. If medical information is contained in your file, we may request that you name a medical professional to whom we will send the information.

If you believe any of your information is incorrect, notify us in writing at the address below. Within 30 working days, we will let you know if our review has resulted in a correction of your information. If we do not believe there is an error, you may file a statement disputing the information. We will attach the statement to your file. We will send any corrections we make, or your statement, to anyone we shared your information with over the past two years. And to anyone who may receive your information from us in the future. We do not control the information about you obtained from a consumer reporting agency or a Department of Motor Vehicle. We will provide you with the names and addresses of these agencies so that you can contact them directly.

Notification of Change

Your trust is one of our most important assets. If we revise our privacy practices in the future, we will notify you prior to introducing any changes. This Privacy Statement is also displayed on our website. (www.ffc.com)

For More Information or if You have Questions

If you have further questions regarding our privacy policy, you can contact us in a number of ways. You may call us at 1-800-272-9707, you can email us at Consumeraffairs@ffc.com or you can write to us at:

Fireman's Fund Insurance Company
 Consumer Affairs Department
 777 San Marin Drive
 Novato, CA 94998-1000

Fireman’s Fund’s Family of Companies

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- The American Insurance Company
- American Standard Lloyd’s Insurance Company
- Associated Indemnity Corporation
- Fireman’s Fund County Mutual Insurance Company
- Fireman’s Fund Indemnity Corporation
- Fireman’s Fund Insurance Company
- Fireman’s Fund Insurance Company of Hawaii
- Fireman’s Fund Insurance Company of Louisiana

Fireman's Fund Insurance Companies Privacy and Security Statement

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- Personal information you provide or which is obtained through the process of handling a claim, including medical information, such as from an accident report.
- Personal information about you from your transactions with us, our affiliates or others such as the number of years you have been a policyholder with Fireman's Fund or the types of coverage you purchase.
- Personal information about you from a consumer reporting agency, such as a credit report or a Motor Vehicle Report. The information in these reports may be retained by the consumer reporting agency and disclosed to others.

If you visit or use the Fireman's Fund website, or one of our subsidiaries, we may use "cookies" (small text files transferred from our website to your hard drive) to recognize repeat users, track usage and facilitate your access to and use of the site. We do not use "cookies" to gather personal information, and we do not link cookies to identifiable information, such as your policy number. The "cookies" only enable you to use our website more easily.

Personal Information Fireman's Fund Discloses

Fireman's Fund does not disclose any personal information about current or former customers to anyone, except as permitted by law. We may disclose the personal information we collect as follows:

- To consumer reporting agencies for the purposes of obtaining a credit report or a Motor Vehicle Report in order to determine eligibility for coverage or to process your requested transaction.
- To your insurance agent to allow them to perform their normal insurance related services for you.
- To medical professionals in order to process your claim.
- To an insurance regulatory authority pursuant to an examination of our records or business practices.
- To law enforcement or other government agency as required by law or to report suspected fraud activities.
- To actuarial or research organizations to conduct studies regarding claims results and insurance practices provided that no individual is identified in any study or report.
- To our affiliates for processing or marketing of our insurance related products or services.
- To group policyholders for the purpose of reporting claims experience or conducting an audit of our operations.

When possible, we advise our vendors and other nonaffiliated third parties, to whom we legally provide your personal information in the course of conducting our insurance business, of our privacy policy. We make every effort to use vendors whose approach to customer privacy reflects our own.

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Within 30 business days we will honor your request by allowing you to see and copy your information in person or, if you prefer, provide you a copy of your information. You will not be given access to information collected or in connection with a claim, or a civil or criminal proceeding involving you. If medical information is contained in your file, we may request you to designate a medical professional to whom we will send the information. With your written request, you may also ask for a record of any disclosure of your medical information made within the last three years.

If you believe any of our information about you is incorrect, please notify us in writing at the address below. We will review your request and, within 30 business days, let you know if our investigation has resulted in a correction of your information. If we do not believe an error exists, you may file a statement disputing the information. We will attach the statement to your file. We will send any corrections we make or your statement to any person or organization to whom we provided your information within the past two years or who may receive your information from us in the future. Please be aware that we do not control the personal information about you obtained from other third parties such as consumer reporting agencies or Departments of Motor Vehicles. You will need to contact these third parties directly to correct your personal information. We will provide you with the name and address of these third parties.

Notification of Change

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Consumer Affairs Department

777 San Marin Drive

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Fireman's Fund Insurance Company

Fireman's Fund Insurance Company of Hawaii

Fireman's Fund Insurance Company of Louisiana

Fireman's Fund Insurance Company of Ohio

National Surety Corporation

San Francisco Reinsurance Company

Interstate Fire & Casualty Company

Chicago Insurance Company

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Fireman's Fund Insurance Companies

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Fireman’s Fund Insurance Company of Hawaii

Fireman’s Fund Insurance Company of Louisiana

Fireman’s Fund Insurance Company of Ohio

National Surety Corporation

San Francisco Reinsurance Company

Interstate Fire & Casualty Company

Chicago Insurance Company

PRIVCY 08/11

Fireman’s Fund Insurance Companies

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- To your insurance agent to allow them to perform their normal insurance related services for you.
- To medical professionals in order to process your claim.
- To an insurance regulatory authority pursuant to an examination of our records or business practices.
- To law enforcement or other government agency as required by law or to report suspected fraud activities.
- To actuarial or research organizations to conduct studies regarding claims results and insurance practices provided that no individual is identified in any study or report.
- To our affiliates for processing or marketing of our insurance related products or services.
- To group policyholders for the purpose of reporting claims experience or conducting an audit of our operations.

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Your Ability to Access and Correct Your Personal Information

If you wish to review your personal information, please write to the address below and provide your full name, address and policy number(s). To better protect you, please have your request notarized so that we can ensure the identity of the person requesting the information.

Within 30 business days we will honor your request by allowing you to see and copy your information in person or, if you prefer, provide you a copy of your information. You will not be given access to information collected or in connection with a claim, or a civil or criminal proceeding involving you. If medical information is contained in your file, we may request you to designate a medical professional to whom we will send the information.

If you believe any of our information about you is incorrect, please notify us in writing at the address below. We will review your request and, within 30 business days, let you know if our investigation has resulted in a correction of your information. If we do not believe an error exists, you may file a statement disputing the information. We will attach the statement to your file. We will send any corrections we make or your statement to any person or organization to whom we provided your information within the past two years or who may receive your information from us in the future. Please be aware that we do not control the personal information about you obtained from other third parties such as consumer reporting agencies or Departments of Motor Vehicles. You will need to contact these third parties directly to correct your personal information. We will provide you with the name and address of these third parties.

Notification of Change

At Fireman's Fund, your trust is one of our most important assets. We will continually work to protect the privacy of our individual customers and will continually review our privacy policy. If at some point in the future we revise our privacy practices that affect

your personal information, we will notify you prior to introducing any changes. This Privacy Statement is also displayed on our website. (www.ffic.com)

For More Information or if You have Questions

Should you have further questions regarding our privacy policy, you can contact us in a number of ways. You may call us directly at 1-800-272-9707, you can email us at Consumeraffairs@ffic.com or you can write to us at:

Fireman's Fund Insurance Company

Consumer Affairs Department

777 San Marin Drive

Novato, CA 94998-1000

Fireman's Fund's Family of Companies

The following lists the issuing companies Fireman's Fund uses to issue insurance policies nationwide:

American Automobile Insurance Company

The American Insurance Company

American Standard Lloyd's Insurance Company

Associated Indemnity Corporation

Fireman's Fund County Mutual Insurance Company

Fireman's Fund Indemnity Corporation

Fireman's Fund Insurance Company

Fireman's Fund Insurance Company of Hawaii

Fireman's Fund Insurance Company of Louisiana

Fireman's Fund Insurance Company of Ohio

National Surety Corporation

San Francisco Reinsurance Company

Interstate Fire & Casualty Company

Chicago Insurance Company

PVCYV3 (08/11)

Allianz Global Risks US Insurance Company Privacy and Security Statement

Protecting you from loss is important to Allianz Global Risks US. Just as important to us is protecting your personal information. Our pledge to protect your privacy is reflected in our Privacy and Security Statement, which outlines our principles for collecting, using and protecting your personal information.

Our Privacy and Security Statement applies to all of the companies within the Allianz Global Risks US family of companies. In most cases, these companies use the same processing systems and employees to maintain your insurance coverage. The law allows us to share personal information among our insurance companies. The law does not allow customers to prevent these disclosures. A list of our companies can be found at the end of this notice.

Allianz Global Risks US does not sell your personal information to anyone. We do not share your personal information with anyone for their own marketing purposes. For this reason, your consent or an "opt-in" is not required. We also do not share your personal information with any of our affiliated companies outside of the Allianz Global Risks US family of insurance companies for their own marketing purposes.

Personal Information about You Allianz Global Risks US collects

We collect personal information about you that is necessary to process the insurance transactions you request. We limit the amount of personal information collected to what we feel is needed to maintain your account. We may collect your personal information from the following sources:

- From you, either directly or through your broker. This may include information on your insurance application or other forms you may complete.
- From others, through the process of handling a claim. This may include information from medical or accident reports.
- From your relationship with us. Such as the number of years you have been a customer or the types of insurance products you purchased.
- From a consumer reporting agency. Such as a credit or motor vehicle report. The information in these reports may be kept by the consumer reporting agency and shared with others.

If you visit one of our websites, we may use "cookies" (small text files sent from our site to your hard drive). These cookies help us to recognize repeat visitors and allow easy access to and use of the site. We do not use cookies to gather personal information. The cookies only enable you to use our website more easily.

Personal Information about You Allianz Global Risks US Shares

We do not share personal information about current or former customers to anyone, except as "allowed by law." "Allowed by law" means that we may share your personal information, such as your name, address and policy information, as follows:

- To consumer reporting agencies to obtain a credit report or motor vehicle report. These reports are used to determine eligibility for coverage or to process your requested transactions.
- To your insurance broker so that they can perform services for you.
- To medical professionals in order to process your claim.
- To a state Department of Insurance in order to examine our records or business practices.
- To state or federal law enforcement agency, as required by law or to report suspected fraud activities.
- To research groups to conduct studies on claims results. No individual is identified in any study or report.

We advise the vendors with whom we legally share your personal information, of our privacy policy. We make every effort to use vendors whose privacy policy reflects our own.

Allianz Global Risks US's Policies and Practices Regarding Security of Personal Information

Allianz Global Risks US uses a variety of computer hardware and software tools to maintain physical, electronic and procedural safeguards that comply with applicable federal and state regulations to guard your personal information. We restrict access to personal information about you to those employees who need the information to service your policy. Allianz Global Risks US works hard to ensure that our websites are secure. We use state of the art technology to protect the personal information that may be shared over these sites.

Allianz Global Risks US Insurance Company

Privacy and Security Statement

Your Rights Regarding Your Personal Information

You have a number of rights with respect to your personal information. You have the right to make a request:

- To access your personal information. Once we verify your request, we will deliver a copy of your personal information to you by mail or electronically. If provided electronically, it will be in a readily useable format (to the extent that possible to do so). The information will be provided to you free of charge.
- For us to delete your personal information. We will review your request and delete your personal information unless it is necessary for us to maintain it (e.g., in order to complete a transaction or to comply with a legal or regulatory requirement). If we are unable to delete it, we will let you know why.
- For us to provide the types and specific pieces of personal information we collect about you, the types of sources from which the personal information is collected, and the business purpose for collecting the personal information.

If you wish to make any of the above requests regarding your personal information, please contact us by email at privacyrequests@agcs.allianz.com or using the toll-free number 800-807-8810. Be prepared to provide your full name, address and policy or claim number(s). We may require additional information to verify your identity in order to protect you and your personal data.

We will respond to your request within 30 working days. Please be aware that you will not be given access to your information collected or in connection with a claim, or a civil or criminal proceeding. If medical information is contained in your file, we may request that you name a medical professional to whom we will send the information.

If you believe any of your information is incorrect, you can notify us in writing. We will let you know if our review has resulted in a correction of your information. If we do not make a correction, you may file a statement disputing the information. We will attach the statement to your file. We will send any corrections we make, or your statement, to anyone we shared your information with over the past two years. And to anyone who may receive your information from us in the future.

No Discrimination

We will not discriminate against you if you choose to exercise one of your rights. We will not:

- Deny goods or services
- Charge different prices or rates for goods or services
- Provide a different level or quality of goods or services
- Suggest that you will receive a different price or rate or a different level or quality of goods or services

Notification of Change

Your trust is one of our most important assets. If we revise our privacy practices in the future, we will notify you prior to introducing any changes. A summary of our Privacy Policy, along with instructions for reviewing or making other requests regarding your personal information, is displayed on our website (<https://www.agcs.allianz.com/global-offices/united-states/>).

For More Information or if You have Questions

Should you have further questions regarding our privacy policy, you can contact us in a number of ways. You may email us at nacorpcompliance@agcs.allianz.com or you can write to us at:

Allianz Global Risks US
Corporate Compliance Department
1465 North McDowell Blvd
Petaluma, CA
94954-6516

Allianz Global Risks US Insurance Company Privacy and Security Statement

Allianz Global Risks US's Family of Companies

The following lists the companies Allianz Global Risks US uses to issue insurance policies nationwide:

AGCS Marine Insurance Company
Allianz Global Risks US Insurance Company
Allianz Underwriters Insurance Company
American Automobile Insurance Company
Associated Indemnity Corporation
Chicago Insurance Company
Fireman's Fund Insurance Company
Fireman's Fund Indemnity Corporation
Interstate Fire & Casualty Company
National Surety Corporation
The American Insurance Company

PRIVATE EVENT INSURANCE / Receipt

Date 10/23/2022

Insured Information

Insured Name	Ryker Bull
Insured Address	331 Lone Star Rd Nampa, ID 83651
Insured Phone Number	2083184923
Insured E-mail Address	rykerjbull@gmail.com
Policy Period	From 12:01AM on 10/24/2022 to 12:01AM 10/31/2022 Standard Time at the Insured's address shown above
Event Type	Wedding
Policy Number	OLP1092407
ID Number	1908573

Policy Information

Coverage	Limit	Deductible
General Liability	\$1,000,000/\$2,000,000 Occ/Agg	\$1,000
Medical Payments To Others	Not Covered	
Cancellation or Postponement	\$1,000.00 Aggregate	\$25
Additional Expense	\$250.00 Aggregate	\$25
Change of Heart Coverage	Not Covered	
Photographs and Video	Not Covered	
Gifts	Not Covered	
Jewelry	Not Covered	
Special Attire	Not Covered	
Loss of Deposits	Not Covered	
Professional Counseling	Not Covered	
Rented Property	Not Covered	

Subtotal	\$95.00
State Guarantee Fund	\$0.00
RVNA Corporate Charge	\$30.00
TOTAL	\$125.00

PAYMENT TERMS

Paid by: Credit Card