



**TOKIOMARINE  
HCC**

**POLICY NUMBER: H22EC00126**

This insurance effected on behalf of:

Special Event Planners Association  
24 S. Newton Street Road  
Newton Square, PA 19073

provided for:

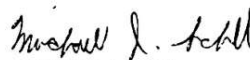
**EVENT CANCELLATION INSURANCE**  
**As per attached terms and conditions**

by:

**HOUSTON CASUALTY COMPANY**

13403 Northwest Freeway  
Houston, Texas 77040

Telephone: (713) 462-1000  
Facsimile: (713) 462-4210

  
MICHAEL J. SCHELL  
President and CEO

  
KENNETH J. SMITH  
Secretary

In Witness Whereof, the Company has executed and attested these presents but this policy shall not be valid unless signed by a duly authorized representative of the Company.

**ALL CLAIMS TO BE REPORTED IMMEDIATELY TO HOUSTON CASUALTY COMPANY**

The insurer which has issued this insurance is not licensed by the Pennsylvania Insurance Department and is subject to limited regulation. This insurance is NOT covered by the Pennsylvania Property and Casualty Insurance Guaranty Association. Placed by: HCC Specialty Underwriters, Inc., 401 Edgewater Place, Suite 400, Wakefield, MA 01880.

SAMPLE

**EVENT CANCELLATION POLICY  
DECLARATIONS PAGE**

Policy Number: H22EC00126

Renewal of: N/A

Item 1. NAMED INSURED AND ADDRESS:  
Special Event Planners Association  
518 W. Lancaster Ave  
Haverford, PA 19041

Item 2. POLICY PERIOD:  
From: December 31, 2022 To: December 31, 2023  
12:01 AM., standard time at the address of the Named Insured as stated herein.

Item 3. LIMIT OF INSURANCE: As per **Insured Event** for each **Honoree** as endorsed in the Policy

Item 4. PREMIUM: As endorsed onto the Policy and in accordance with Condition #4.  
Plus 3% PA Surplus Lines Tax plus \$20 Annual Stamping Fee

Item 5. PREMIUM DUE DATE: As endorsed onto the Policy and in accordance with Condition #4.

Item 6. INSURED EVENT DATE: As endorsed onto the Policy

Item 7. EVENT LOCATION: As endorsed onto the Policy

Item 8. HONOREES: As endorsed onto the Policy

Item 9. LOSS PAYEE: As endorsed onto the Policy in accordance with Condition #12

It is understood and agreed that Items 3, 6, 7, and 8 above are in accordance with Condition #10

**POLICY COVERAGE(S) AND LIMITS OF INSURANCE**

Coverage Part(s)	Limit of Insurance
Cancellation or Postponement	As endorsed onto the Policy
Event Photo/Video	As endorsed onto the Policy
Event Gifts	As endorsed onto the Policy
Special Attire	As endorsed onto the Policy
Special Jewelry	As endorsed onto the Policy
Loss of Deposits	As endorsed onto the Policy

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

Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declarations and Schedule of **Insured Events**. The **Honoree(s)** is the only entity entitled to receive indemnification under this Policy. The words "we", "us" and "our" refer to the Company providing this insurance. Other words and phrases appearing in boldface print have special meaning. Refer to Section II. – DEFINITIONS.

In consideration of the payment of the premium by you and in reliance upon the information provided by each **Honoree**, we agree with you subject to all of the terms, exclusions and conditions of this Policy, as follows:

### **SECTION I – INSURING AGREEMENT**

In order for insurance to apply to Section I, all of the following conditions must be met:

1. the loss must be the direct result of an unexpected cause beyond your control, the control of the **Honorees** of the **insured event**, organizers of the **insured event**, the control of the attendees or at the **insured event**, and the control of your financial supporters;
2. the loss must not be the direct or indirect result of any excluded cause as shown in the Exclusion Sections of this insurance; and
3. you must comply with all other terms and conditions of this policy.

### **Coverage A: Event Cancellation or Postponement**

We will indemnify the **Honoree**, in excess of the deductible, for their **Ascertained Net Loss** of:

All deposits forfeited and other charges paid or contracted to be paid by you for transport, catering services, property and equipment rentals, hall and location rentals, accommodations (including travel arrangements and accommodations for a honeymoon, if applicable), **Special Attire**, **Special Jewelry**, flowers, **Event Photographs** and **Insured Event videos**, and entertainment expenses, including but not limited to invitations and related printed materials, because of a necessary **Cancellation** or **Postponement** of the **Insured Event**.

If the **Insured Event** includes a **Destination Reception**, we will not indemnify you for any above mentioned charges paid or contracted to be paid by you associated with the **Destination Reception** if the ceremony is not necessarily **Cancelled** or subject to **Postponement**.

We will not indemnify you for any **Special Attire** or **Special jewelry** that you or any attendants retain following a **Cancellation** or **Postponement** of the **Insured Event**.

With respect to the indemnity provided under Coverage A as set forth above, loss or damages must be proven separately for each portion of the **Insured Event**.

**Coverage A: Exclusions (in addition to Section IV – Exclusions Applicable to All Sections)**

We will NOT indemnify You for any loss caused directly or indirectly by any of the following:

1. Any circumstances known to the **Honoree** at the date of issue shown in the **Honoree's** Certificate of Insurance as likely to give rise to **Cancellation** or **Postponement** of the **Insured Event**.
2. The non-appearance or unavailability of any person. However, this exclusion shall not apply to the involuntary non-appearance of **The Honoree** or **The Honoree's Immediate Family Member**. Non-appearance resulting from **Military Deployment** without withdrawal of leave is not considered an involuntary nonappearance; however, non-appearance from the activation of a United States military reservist, after purchase of the policy, requiring deployment to a base more than 150 miles from the Event location is considered involuntary.
3. **Lack of funds** or **Financial Failure**
4. The failure to provide timely notice to the contracted provider of any goods or services in order to diminish or avoid a loss after it was necessary to **Cancel** or **Postpone** the **Insured Event**.
5. Prohibition of the **Insured Event** by local ordinance, regulation or statute in existence as of the date of issue shown in the **Declarations Page**.
6. **Cancellation** or **Postponement** following a voluntary decision of the **Honoree** not to proceed with or take part in the **Insured Event**, including, without limitation, such voluntary decision resulting from a change of heart.
7. Weather conditions, unless such weather conditions are so extreme as to prevent the **Honoree**, or **Honoree's Immediate Family Member**, or more than half of the confirmed guests from reaching the **Insured Event**, or which renders the **Insured Event Venue** unusable or unsafe. We will not indemnify **The Honoree**, for any travel expenses or the cost of any cruise if the cruise ship must divert from its planned route due to weather if the **Honoree** has embarked on the cruise.
8. Any loss otherwise covered by the policy, if, in respect of or consequent to the death, injury, illness, disablement, confinement or compulsory quarantine of:
  - Any person occurring or arising as a consequence of self-inflicted injuries, mental illness, or influence of alcohol or drugs (other than drugs taken in accordance with the treatment prescribed and directed by a qualified medical physician except drugs taken for the treatment of drug addiction);
  - Any person due to any **Pre-existing Medical Condition** known to **The Honoree** or **Immediate Family Member** at the date of issue of the policy;
  - Any person caused or contributed to by pregnancy commencing before the date of issue of the policy, unless the expected date of delivery is more than two (2) months after the **Insured Event** date;
  - Any person resulting from a violation of criminal law; or
  - **The Honoree** or **Immediate Family Member** if they have contracted for, arranged, or commenced the **Insured Event** against the advice of any medical practitioner.

The maximum amount we will indemnify you for under Coverage A is the amount stated on the Declarations Page or endorsed onto the Policy for Cancellation or Postponement, regardless of the number of claims made by the **Honoree**.

**Extension of Coverage:**

Extra Expense - We will indemnify you, in excess of the deductible, for extra expenses not originally contemplated or anticipated that are incurred by the **Honoree** to avoid an otherwise necessary **cancellation** or **postponement** of the **Insured Event**, but only to the extent it reduces the amount of loss that otherwise would have been payable under Coverage A.

We will pay only for comparable items, services or locations. The replacement items, services or locations must cost the least amount necessary to proceed with the **Insured Event**.

The maximum amount we will indemnify you for under this extension is the amount stated on the Declarations Page or endorsed onto the Policy for Cancellation or Postponement, regardless of the number of claims made by the **Honoree**.

**Coverage B: Event Photographs and Video**

We will indemnify the **Honoree**, in excess of the deductible, for:

1. The amount contracted to be paid by the **Honoree**, or on their behalf, to a professional photographer, should any of the following occur:
  - a. Non-appearance of the professional photographer contracted for the **Insured Event**;
  - b. Loss or direct physical damage to the original film or the negatives (whether film or digital) before copies are received by You or the **Honoree**, either before or after proof photographs; or
  - c. Non-development of the original film or negatives (other than under or overexposure). This includes failure to load camera with film or failure to remove lens cap from camera.
2. The amount contracted to be paid by the **Honoree**, or on their behalf, to a professional videographer, should any of the following occur:
  - a. Non-appearance of the professional videographer contracted for the **Insured Event**; or
  - b. Loss or direct physical damage to the original tape or other video media before the **Honoree** receives finished copies.

**Coverage B: Exclusions (in addition to Section IV – Exclusions Applicable to All Sections)**

We will **NOT** indemnify the **Honoree** for any loss caused directly or indirectly by any of the following:

1. Damage to **Event Photographs** or **Event Videos** arising from wear and tear, moth, vermin, atmospheric or climatic conditions, deterioration, depreciation, confiscation or detention; or
2. Failure of the **Event Photographs** or **Event Videos** to meet anyone's, including without limitation an **Honoree's**, expectations of style or quality, including the absence or clarity of sound, or content.
3. Any services in excess of those in the original contract for **Event Photographs** or **Event Videos**.

The maximum amount We will indemnify the **Honoree** for under Coverage B is the amount stated in the Declarations Page for "**Event Photographs and Video**", regardless of the number of claims made by the **Honoree**.

### **Coverage C: Event Gifts**

We will indemnify You, in excess of the **Deductible**, for direct physical loss or damage to **Event Gifts** that results during the time period seven (7) days before and seven (7) days after the **Insured Event**, while at the **Honoree's** home, at the **Insured Event**, or in transit between any of these locations.

We will pay at Our option the full cost to repair or replace the lost or damaged **Event Gifts**, without deduction for depreciation.

#### **Coverage C: Exclusions (in addition to Section IV – Exclusions Applicable to All Sections)**

We will **NOT** indemnify You for any loss caused directly or indirectly by any of the following:

1. Theft or attempted theft of **Event Gifts** that is not reported to the police as soon as practicable after discovery of the loss;
2. Damage arising from wear and tear, moth, vermin, deterioration, confiscation or detention;
3. Damage arising from atmospheric or climatic conditions (other than during the **Insured Event**);
4. Damage by theft or attempted theft of any **Event Gifts** left in any unattended vehicle unless the vehicle is fully locked and secured and where forcible and visible entry into the vehicle is made;
5. Theft or disappearance of cash, checks, money orders, gift cards or other instruments with a total stated cash value greater than \$300.00; or
6. Mysterious disappearance.

The maximum amount We will indemnify You for under Coverage C is the amount stated in the Declarations Page for "**Event Gifts**", regardless of the number of claims made by the **Honoree**.

### **Coverage D: Special Attire**

We will indemnify the **Honoree**, in excess of the **Deductible**, for:

1. Loss or damage to **Special Attire** occurring prior to the **Insured Event**. We will pay at Our option:
  - a. The cost of replacement for lost or stolen **Special Attire** of equal value;
  - b. The cost to repair damaged **Special Attire** not to exceed the original cost of the **Special Attire**; or
  - c. The cost of any necessary **Special Attire** rental charges if replacement or repair is not possible in time for the **Insured Event**.
2. Loss or damage to **Special Attire** occurring during the **Insured Event**. We will pay at Our option:
  - a. The cost to repair the **Special Attire**; or
  - b. The reasonable market value of lost or damaged **Special Attire** (taking into account the variance in value between new and used attire), subject to a maximum payment of fifty percent (50%) of the original purchase price.

#### **Coverage D: Exclusions (in addition to Section IV – Exclusions Applicable to All Sections)**

We will **NOT** indemnify the **Honoree** for any loss caused directly or indirectly by any of the following:

1. Theft or attempted theft of **Special Attire** that is not reported to the police as soon as reasonably practicable after discovery of the loss;

2. Loss or damage by theft or attempted theft of any **Special Attire** left in any unattended vehicle unless the vehicle is fully locked and secured and where forcible and visible entry into the vehicle is made.
3. Damage arising from alterations, wear and tear, moth or vermin;
4. Damage arising from atmospheric or climatic conditions (other than during the **Insured Event**); or
5. For **Special Attire** not purchased as new, loss or damage caused by any process or cleaning, restoration or repair.

The maximum amount We will indemnify the **Honoree** for under Coverage D is the amount stated in the Declarations Page for "**Special Attire**", regardless of the number of claims made by the **Honoree**.

#### **Coverage E: Special Jewelry**

We will indemnify the **Honoree**, in excess of the **Deductible**, for loss or damage to Special Jewelry occurring during the **Insured Event** or the seven (7) day period immediately preceding the **Insured Event**.

We will pay at Our option the full cost to repair or replace the lost or damaged Special Jewelry, without deduction for depreciation.

If We pay to replace a pair or set in the event a part of the pair or set is lost or damaged; We will be entitled to the remaining parts of the original pair or set.

#### **Coverage E: Exclusions (in addition to Section IV – Exclusions Applicable to All Sections)**

We will **NOT** indemnify the **Honoree** for any loss caused directly or indirectly by any of the following:

1. Theft or attempted theft of any Special Jewelry that is not reported to the police as soon as practicable after discovery of the loss;
2. Damage arising from wear and tear, deterioration, confiscation, detention or any process of cleaning, restoration, alteration or repair;
3. Damage arising from atmospheric or climatic conditions (other than during the **Insured Event**);
4. Loss or damage by theft or attempted theft of any Special Jewelry left in any unattended vehicle unless the vehicle is fully locked and secured and where forcible and visible entry into the vehicle is made; or
5. Mysterious disappearance.

The maximum amount We will indemnify the **Honoree** for under Coverage E is the amount stated in the Declarations Page for "**Special Jewelry**", regardless of the number of claims made by the **Honoree**.

#### **Coverage F: Loss of Deposits**

We will indemnify the **Honoree**, in excess of the **Deductible**, for:

1. Any deposits paid by You or the **Honoree** for the **Insured Event** related to transport, catering services, accommodations (including travel arrangements and accommodations for a honeymoon, if applicable), **Special Attire**, **Special Jewelry**, flowers, **Event Photographs** and **Event Videos**, and entertainment expenses, which are non-refunded as a direct result of a cessation of business operations prior to the **Insured Event** by the providing vendor; and

2. Any deposits paid by You or the **Honoree** for travel arrangements and accommodations on cruise ships which are non-refunded as a direct result of a cessation of business operations prior to the **Insured Event** by the providing vendor, provided that the **Insured Event** was to be held on the cruise ship designated in the Declarations Page.
3. Any deposits paid by You or the **Honoree** that are not collectable from a vendor who fails to provide the **Insured Event** items, services or locations it was obliged to provide under a written contract executed prior to the **Insured Event**.

**Coverage F: Exclusions (in addition to Section IV – Exclusions Applicable to All Sections)**

We will **NOT** indemnify the **Honoree** for any of the following:

1. Any sum for which an amount has been paid under Coverage A of this policy;
2. Any lost deposits relating to **Event Photographs** or **Event Videos**, if payment is made under Coverage B of this policy;
3. Any lost deposits relating to **Event Gifts**, if payment is made under Coverage C of this policy;
4. Any lost deposits relating to **Special Attire**, if payment is made under Coverage D of this policy; or
5. Any lost deposits relating to **Special Jewelry**, if payment is made under Coverage E of this policy.

The maximum amount We will indemnify the **Honoree** for under Coverage F is the amount stated in the Declarations Page for “**Loss of Deposits**”, regardless of the number of claims made by the **Honoree**.

**SECTION II – DEFINITIONS**

1. **Ascertained Net Loss** means such sums in excess of any **Deductible** stated in the Policy Coverage(s) and Limits of Insurance section specific to **Coverage A, B, C, D, E, F and G**, representing that part of the **Expenses** which have been irrevocably expended in connection with the **Insured Event(s)**, less any savings the **Honoree** is able to effect to mitigate such loss.
2. **Cancellation** means the physical or legal inability to commence the **Insured Event** at the regularly scheduled date of commencement of the **Insured Event**.
3. **Civil Commotion** means civil commotion or unrest assuming the proportions of or amounting to a popular uprising, protest, riot, martial law, or the act of any lawfully constituted authority in the furtherance of maintaining public order.
4. **Communicable Disease** means any disease capable of being transmitted from any organism to another organism by means of any substance or agent.
5. **Declarations Page** means the document that identifies the insured and the Company issuing the policy; indicates the effective date of coverage, the amount for the respective coverages afforded under the policy; and describes the **Insured Event** for which coverage is afforded. The Declarations Page also lists any **Deductible** to be applied to covered losses.

6. **Destination Reception** means any private reception accompanying a ceremony that is more than 150 miles overland (including rail) from the ceremony site, or involves air or sea transportation with a destination other than the originating location.
7. **Event Gifts** means any item of personal property which is given to the **Honoree** in connection with the **Insured Event**. **Event Gifts** do not include:
- a. cash or checks in amounts greater than the amount shown on the **Declarations Page** under **Event Gifts**;
  - 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, token, smart cards or stored value cards;
  - c. accounts, bills, deeds or an evidence of debt;
  - d. passports or other documents;
  - e. self-propelled vehicles or watercrafts that are designed for highway or water use; or
  - f. aircraft
8. **Event Photographs** means photographs of the **Insured Event**, taken or contracted to be taken by a professional photographer.
9. **Event Video** means video of the **Insured Event**, taken or contracted to be taken by a professional videographer.
10. **Expenses** means the **Honorees'** costs and charges in connection with the **Insured Event**.
11. **Immediate Family Member** means the grandparents, parents, step-parents, siblings and children of the **Honoree**.
12. **Insured Date(s)** means the **Insured Event** date(s) covered by this Policy as shown in the Declarations and Schedule of **Insured Events**.
13. **Insured Event** means the wedding reception and accompanying ceremony, if any, described as shown in the **Honoree's** Certificate of Insurance and Schedule of **Insured Events** scheduled to take place on the date and at the place shown in the **Honoree's** Certificate of Insurance and Schedule of **Insured Events**. It includes any rehearsal dinner scheduled within 48 hours in advance of the **Insured Event** and any event occurring within 24 hours following the **Insured Event** but does not include any other scheduled activities including, but not limited to, showers and announcement parties.
14. **Lack of Funds** or **Financial Failure** means withdrawal, insufficiency or lack of finance however caused, other than by reason of unemployment of a **Honoree** after the effective date of coverage as shown on the issued certificate of insurance and qualifying for compensation under the applicable unemployment laws.
15. **Military Deployment** means the bride and/or groom is serving full-time in active duty in the military and must **Cancel** or **Postpone** the **Insured Event** because of a previously granted written leave is withdrawn due to circumstances outside of their control or the activation of a U.S. military reservist, after the purchase of the policy, that requires deployment to more than 150 miles from the **Insured Event** location.
16. **Honoree** means the person or person(s) named on the Declarations Page or endorsed onto the Policy as a **Honoree** and for whose honor or whose benefit the **Insured Event** is being held.

- 17. Postponement** means the unavoidable and necessary deferment of the **Insured Event** to another date.
- 18. Pre-existing Medical Condition(s)** means any sickness or injury for which the **Honoree** or **Immediate Family Member** received medical treatment or advice within a 12 month period prior to the coverage commencement date of the **Honoree** unless the condition was revealed to us and we agreed to provide coverage as evidenced by the endorsement attached to and made a part of this policy, and the **Honoree** or **Immediate Family Member** followed all recommended medical advice for the treatment of the condition.
- 19. Special Attire** means the clothing (including alterations and fitting fees incurred) and head wear or shoes that You or the **Honoree** own, purchase or rent and is specifically to be worn at the **Insured Event** by You, the **Honoree** or any attendants of the **Honoree**. **Special Attire** does not include watches, jewelry or precious or semi-precious gemstones or pearls.
- 20. Special Jewelry** means Jewelry (including watches and rings) that You or the **Honoree** purchase or rent specifically for personal decoration or exchange at the **Insured Event** by You or the **Honoree**. **Special Jewelry** does not include engagement rings or jewelry that is not purchased or rented specifically in connection with the **Insured Event**.
- 21. Venue** means the location(s) corresponding to the **Insured Event** where the **Insured Event** is scheduled to occur.
- 22. Terrorism** means an act, including but not limited to the use of force or violence and/or the threat, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### **SECTION III – CONDITIONS**

#### **1. Duties in the Event of a Loss**

The **Honoree** must see that the following are done in the event of covered loss or damage:

- a. Upon the discovery of any event likely to give rise to a claim under this Policy you shall give us prompt notice. Include a description of such loss;
- b. The **Honoree** shall at all times do all things necessary to avoid or diminish a loss under this Policy;
- c. The **Honoree** shall cooperate with us and, upon our request and expense, shall attend hearings and trials and shall assist in effecting settlements, in securing and giving evidence, in obtaining the attendance of witnesses, in the investigation or settlement of the claim;
- d. Send us a signed, sworn proof of loss containing the information we request to investigate the claim. The **Honoree** must do this within 30 days after our request. We will supply you with the necessary forms;
- e. We may examine any **Honoree** or **Immediate Family Member** under oath, while not in the presence of any **Honoree** or **Immediate Family Member** and at such times as may be reasonably required, about any matter relating to this insurance or claim, including an **Honoree** or **Immediate Family Member's** books and records. In the event of an examination, an **Honoree** or **Immediate Family Members'** answers must be signed.

- f. No suit shall be brought upon this Insurance unless the **Honoree** has complied with all the provisions of this Insurance and have commenced suit within twelve months after the loss occurs.

## 2. Concealment, Misrepresentation or Fraud

This Policy is void in the case of fraud by you as it relates to this Policy at any time. It is also void if you, at any time, intentionally conceal or misrepresent a material fact concerning, this Policy or application, or any proof of loss.

## 3. Subrogation

We shall be subrogated to the **Honoree's** right of recovery from any party, whether before or after payment of a loss, at our sole discretion. In the event of any payment under this Policy, we shall be subrogated to the extent of such payment to all of the **Honoree's** rights of recovery and you shall execute all papers required and shall do everything that may be necessary to secure such rights.

## 4. Premium

As a condition precedent to coverage provided under this Policy, the premium must be paid by the **Honoree** prior to the start of the **Insured Event** and prior to the first manifestation, sign, or occurrence of the circumstance causing the **Cancellation of the Insured Event**.

## 5. Cancellation

This Policy may not be cancelled by you. This Policy may be cancelled or amended by us for any reason. However, in the event of such cancellation or amendment by us coverage will still apply in full for **Honorees** listed in the Declarations and Schedule of **Insured Events** except if we cancel because of your failure to pay the premium when due. In the case of such cancellation, all premium previously received by us shall be deemed earned and no return premium shall be payable to you.

## 6. Conformity to Statute

Terms of this Policy in conflict with the written laws of any state in which this Policy is issued, which are applicable to this Policy, are changed to conform to such laws.

## 7. Territory

This Policy covers **Insured Events** for which the **Venue** is located anywhere in the United States of America and its territories and possession, Puerto Rico, Canada and cruise ships leaving from a port within these territories.

Notwithstanding the preceding paragraph, if coverage for a loss under this Policy is in violation of any of the United States of America's economic or trade sanctions, laws, or regulations, including, but not limited to, sanctions, laws, and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), then coverage for such loss shall be null and void.

## 8. Headings

Headings used in this Policy are for reference purposes only and are not intended to be a part of or to affect the meaning or interpretation of this Policy.

## 9. Suit Against the Company

No suit or action on this Policy for the recovery of any claim shall be sustainable in any court of law unless you have complied with all the provisions of this Policy and unless commenced suit within twelve months after the loss occurs.

## 10. Monthly Reports

It is understood and agreed that You will provide a report to us detailing the **Honoree, Insured Event**, event dates, **Venue**, premium, and stated amount per **Insured Event**. Such report must be received by us by the fifth (5<sup>th</sup>) business day of each month containing the information from the previous month. The information provided in this report will be added to the **Schedule of Insured Events** for an Additional Premium.

## 11. Service of Suit

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States.

Nothing in this Clause constitutes or should be understood to constitute a waiver of the Company's right to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or any State in the United States.

It is further agreed that service of process in such suit may be made upon HCC Specialty Insurance Company, Legal Department, 13403 Northwest Freeway, Houston, Texas 77040, U.S.A. and that in any suit instituted against the Company upon this Insurance, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any law process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this Insurance, and hereby designate Houston Casualty Company to whom the said officer is authorized to mail such process or a true copy thereof.

## 12. Loss Payee

All claim payments due under the terms and conditions of this Insurance shall be made payable to the party(s) detailed as Loss Payees on the Schedule of Insured Events to be endorsed hereon. Payment of such losses by us to the Loss Payee(s) shall be a sufficient and complete discharge of all the our obligations to the Loss Payee(s) in connection with said loss(es). In the event of a valid and collectible claim under this Insurance all claim payments with respect to the rights and interest of the Loss Payee(s) shall be made payable to the Loss Payee(s).

#### **SECTION IV – EXCLUSIONS APPLICABLE TO ALL SECTIONS**

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

##### **1. War and Military Action**

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

##### **2. Nuclear Hazard**

Nuclear hazard, nuclear explosion, nuclear radiation or radioactive contamination however such reaction, explosion, or radiation or contamination may have been caused.

##### **3. Terrorism**

Any act of **Terrorism** or threat or fear thereof regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This Insurance also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism** or threat or fear thereof.

##### **4. Biological / Chemical / Nuclear**

The actual or threatened malicious use of pathogenic or poisonous nuclear, biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

##### **5. Fraudulent, Dishonest or Criminal Acts**

Any loss resulting from, or arising out of, fraudulent or dishonest or criminal act or acts committed by you or any of your employees and also others to whom property may be entrusted.

This exclusion shall not apply to loss or damage to personal property while such property is in the custody of common carriers.

##### **6. Financial Failure**

- a. Withdrawal, insufficiency or lack of finance however caused;
- b. The financial failure of any venture;
- c. Lack of adequate receipts, sales or profits of any venture;
- d. Variations in the rate of exchange, rate of interest or stability of any currency;
- e. Financial default, insolvency, or failure to pay any person, firm or corporation.

**7. Lack of Support**

- a. Lack of adequate response, support, or the voluntary or involuntary withdrawal of such support or participation by any entity, including teams, participants, and/or exhibitors.
- b. Lack of, or inadequate attendance or insufficient interest prior to attendance.

**8. Failure to Make Necessary Arrangements**

Your failure to:

- a. make all the preliminary arrangements essential to ensure that a satisfactory **insured event** can be held on the scheduled date. Preliminary arrangements shall include arrangements as a prudent organizer would have made considering the venue size, type of event and the period of time before the open date;
- b. ensure all licenses, visas, permits and authorizations are current for the term of this policy, and that all contractual arrangements have been confirmed in writing; or
- c. observe and comply with all federal, state, or local laws, ordinances and regulations.

**9. Pre-existing Circumstances**

Circumstances existing or threatened at inception of the policy which were known to you or any of your officers, directors, partners, or risk managers as being circumstances that could possibly result in a loss under this policy, unless such circumstances were advised to us in writing by you or any of your officers, directors, partners or risk managers and we agree in writing to accept such circumstances.

**10. Breach of Duty of Care**

Your lack of care, diligence or prudent behavior, the result of which would increase the risk, and/or likelihood of a loss, hereunder.

**11. Contract Disputes**

Any contractual dispute or breach of a written or verbal contract or agreement by you.

**12. Material Alterations**

Material alterations or variance of **insured event(s)** without the prior approval of us.

**13. Governmental/Regulatory Violations**

Any order for repatriation, internment, imprisonment, deportation or the refusal of permit to enter any country where the Insured Performance(s) or Event(s) is to be held which is the subject of this Insurance.

**14. Seepage, Pollution and/or Contamination**

Seepage and/or pollution and/or contamination, unless it is discovered during the policy period and is a direct cause of a loss hereunder.

**15. Ordinance or Law**

Prohibition of the **Insured Event** by local ordinance, regulation, or statute in existence as of the effective date shown in the Declarations Page.

#### 16. Government Shutdown

Government Shutdown that is ordered by any Federal, State, County, City or local Government, regardless of the duration of the Government shutdown, The withdrawal of funding (whether full or partial) for any reason by Federal, State, County, City or local Government including, but not limited to, closure, suspension or unavailability of Government operations or sites, or restrictions imposed on Government employees.

#### 17. Communicable Disease

Any loss directly or indirectly arising out of, contributed to by, or resulting from any **Communicable Disease** and/or threat (whether actual or perceived) or fear thereof.

Subject to all the terms, conditions, limitations and exclusions of this Policy, Exclusion 17. does not apply to a **Communicable Disease** which, in the opinion of an independent healthcare professional approved by the Underwriters, entirely prevents any **Honoree** or any **Immediate Family Member** from appearing or continuing to appear in the Insured Event, and first occurs in an **Honoree** or any **Immediate Family Member** during the period of insurance and:

- a. is the sole and direct cause of the necessary Cancellation or Postponement of the **Insured Event**, and
- b. occurs prior to the issuance of any guidance or advice to prevent, control, suppress or in any way respond to that **Communicable Disease** by any public, local, national or international authority, agency or government.

However, under no circumstances shall this Policy cover any loss directly or indirectly arising out of, contributed to by or resulting from Coronavirus, as described in the Coronavirus Exclusion Endorsement.

#### 18. National Mourning

Any loss directly or indirectly attributable to a national, court, or religious mourning whether or not declared, as a result of any individual who was aged 70 years or older on the Effective Date of this policy.

#### 19. Civil Commotion, as defined herein.

#### 20. Teleconferencing/Virtual

Any loss arising from the insured's inability to proceed with, or a disruption of, a virtual or online event that is part of an **insured event**. This exclusion includes, but is not limited to, the failure, unavailability, or insufficiency of any audio or video communication equipment or networks used for live streaming, teleconferencing, or videoconferencing.

#### 21. Construction

Any work being carried out by builders or other contractors which renders the **venue** or its facilities unusable in whole or in part, unless such work is unknown to the Insured at the inception of this Policy or at the time of making the booking, whichever is the later.

**ENDORSEMENT NUMBER 1**

**Attaching to and forming part of Houston Casualty Company Policy No. H22EC00126**

**It is hereby noted and agreed that:**

**U.S. Terrorism Risk Insurance Act, as amended in 2019  
New & Renewal Business Endorsement**

*This Endorsement is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act, as amended in 2019", as summarized in the disclosure notice.*

In consideration of an additional premium of USD \$TBD for certified acts of terrorism and paid, it is hereby noted and agreed with effect from inception that the Terrorism exclusion to which this Insurance is subject, shall not apply to any "insured loss" directly resulting from any "act of terrorism" as defined in the U.S. Terrorism Risk Insurance Act of 2019, as amended (TRIA).

The coverage afforded by this Endorsement is only in respect of any "insured loss" of the type insured by this Insurance directly resulting from an "act of terrorism" as defined in TRIA. The Terrorism exclusion, to which this Insurance is subject, applies in full force and effect to any other losses and any act or events that are not included in said definition of "act of terrorism".

This Endorsement only affects the Terrorism exclusion to which this Insurance is subject. All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

Furthermore the Underwriter(s) will not be liable for any amounts for which they are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on the Underwriter's liability for payment for terrorism losses.

**All other terms and conditions remain unchanged.**

**Additional Premium:** As above for each **Honoree**  
**Effective Date:** December 31, 2022  
**Date of Issue:** December 2, 2022

**HOUSTON CASUALTY COMPANY**

By



**Authorized Representative**

ENDORSEMENT NUMBER 2

Attaching to and forming part of Houston Casualty Company Policy No. H22EC00126

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

**ROLLING DATE ENDORSEMENT**

It is hereby noted and agreed that:


In the event of termination or expiration of this policy, coverage under the terms and conditions of this policy will remain in force for all certificates in force at the date of termination or expiration of this policy until such certificate's termination or expiration, not to exceed 12 months.

**All other terms and condition remain the same.**

**Effective Date:** December 31, 2022  
**Date of Issue:** December 2, 2022

HOUSTON CASUALTY COMPANY

By

  
Authorized Representative

**This endorsement, effective: 12:01 A.M.,** December 31, 2022  
**Forms a part of Policy No.:** H22EC00126  
**Issued to:** Special Event Planners Association  
**By:** Houston Casualty Company

## CORONAVIRUS EXCLUSION

This endorsement modifies insurance provided by the policy:

The Following Exclusion is added to **Section IV –EXCLUSIONS**

This exclusion is absolute and overrides any policy provision seemingly to the contrary.

### **22. Coronavirus**

Any loss resulting from Coronavirus (2019-nCoV or SARS-CoV-2) or threat or fear thereof (whether actual or perceived) including but not limited to any loss directly or indirectly arising out of, contributed to by, or resulting from:

- (i) an outbreak of Novel Coronavirus (2019-nCoV or SARS-CoV-2) or the Covid-19 Disease or any mutant variation thereof
- (ii) any action taken in controlling, preventing, suppressing or in any way relating to any actual or suspected outbreak of Novel Coronavirus (2019-nCoV or SARS-CoV-2) or the Covid-19 Disease or any mutant variation thereof
- (iii) the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency pertaining to any outbreak or suspected outbreak of Novel Coronavirus (2019-nCoV or SARS-CoV-2) or Covid-19 Disease or any mutant variation thereof
- (iv) any travel advisory or warning being issued by a national or international body or agency pertaining to any outbreak or suspected outbreak of Novel Coronavirus (2019-nCoV or SARS-CoV-2) or Covid-19 Disease or any mutant variation thereof
- (v) an infection or quarantine of any **Honoree** or **Honoree's Immediate Family Member** due to actual or suspected Novel Coronavirus (2019-nCoV or SARS-CoV-2) or Covid-19 Disease or any mutant variation thereof and
- (vi) the failure of key equipment to reach the Insured event due to actual or suspected Novel Coronavirus (2019-nCoV or SARS-CoV-2) or Covid-19 Disease or any mutant variation thereof
- (vii) The financial failure of the Insured or **Honoree** or **Honoree's Immediate Family Member** or any Participant or any government, authority, business or organisation on whom the Insured

are reliant to conduct the Insured Event which is directly or indirectly due to actual or suspected Novel Coronavirus (2019-nCoV or SARS-CoV-2) or Covid-19 Disease or any mutant variation thereof

- (viii) Any social or economic impact including but not limited to labour shortages, food shortages, strikes, industrial reaction, riots, Civil Commotion, Terrorism or National Mourning which is directly or indirectly due to actual or suspected Novel Coronavirus (2019-nCoV or SARS-CoV-2) or Covid-19 Disease or any mutant variation thereof.

In respect of (ii) to (viii) any fear or threat thereof (whether actual or perceived).

**If insurers allege that by reason of this exclusion, any loss is not covered by this insurance the burden of proving the contrary shall be upon you.**

**All other terms and conditions of this policy remain the unchanged**

HOUSTON CASUALTY COMPANY



Authorized Representative

**This endorsement, effective: 12:01 A.M., December 31, 2022**  
**Forms a part of Policy No.: H22EC00126**  
**Issued to: Special Event Planners Association**  
**By: Houston Casualty Company**

## **CYBER EXCLUSION**

This endorsement modifies insurance provided by the policy:

The following Exclusion is added to **SECTION IV – EXCLUSIONS**

### **23. Cyber**

- (i) Notwithstanding any provision to the contrary in this Policy, this Policy does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from any:
  - a. **Cyber Act** or **Computer System Failure** or the fear or threat (whether actual or perceived) of any **Cyber Act** or **Computer System Failure**; or
  - b. action taken in controlling, preventing, suppressing, or remediating any **Cyber Act** or **Computer System Failure** or fear or threat (whether actual or perceived) thereof.
- (ii) All other terms and conditions in the Policy to which this Endorsement is attached remain unchanged and shall apply to this Endorsement. To the extent that any provisions in this Endorsement conflict with the Contract of Insurance, the terms in this Endorsement shall prevail. In the event any portion of this Endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

The following definitions are added to **SECTION II – DEFINITIONS**

**23. Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limit to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

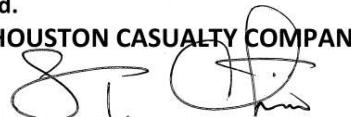
**24. Cyber Act** means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, involving access to, processing of, use of or operation of any **Computer System**.

**25. Computer System Failure** means any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

**If insurers allege that by reason of this exclusion, any loss is not covered by this insurance the burden of proving the contrary shall be upon you.**

**All other terms and conditions of this policy remain unchanged.**

**HOUSTON CASUALTY COMPANY**



**Authorized Representative**

**ENDORSEMENT NUMBER**

**3**

**This endorsement, effective:** 12:01 A.M., December 31, 2022

**Forms a part of Policy No.:** H22EC00126

**Issued to:** Special Event Planners Association

**By:** Houston Casualty Company

**SANCTION LIMITATION AND EXCLUSION CLAUSE**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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**All other terms and conditions of this policy remain the same.**

**HOUSTON CASUALTY COMPANY**



**Authorized Representative**