



AVEMCO INSURANCE COMPANY
Frederick, Maryland

YOUR INSURANCE POLICY

From

Tokio Marine HCC Specialty Group

401 Edgewater Place, Suite 400, Wakefield, MA 01880

THIS POLICY CONSISTS OF:

- DECLARATIONS
- COMMON POLICY CONDITIONS (WHERE APPLICABLE)
- ONE OR MORE COVERAGE PARTS. A COVERAGE PART CONSISTS OF:

- ONE OR MORE COVERAGE FORMS
- APPLICABLE FORMS AND ENDORSEMENTS

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

BY _____
Michael J. Donovan
President

Alexander Ludlow
Secretary



AVEMCO INSURANCE COMPANY
8490 Progress Dr., Suite 100
Frederick, Maryland 21707

WEATHER INSURANCE POLICY

I. INSURING AGREEMENT

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

II. DEFINITIONS

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

III. EXCLUSIONS

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

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

IV. GENERAL CONDITIONS

A. ASSIGNMENT

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

B. NOTICE OF CLAIM

You shall furnish **us** with Notice of Claim within thirty (30) days of the last day of the **Insured Event**. The notice should include the Insured's name and the Policy number. It should be sent to **us** care of Our Authorized Representative HCC Specialty Underwriters, Inc., 401 Edgewater Place, Wakefield, MA 01880.

C. CLAIMS HANDLING

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

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

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

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

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

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

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

D. MISREPRESENTATION AND FRAUD

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

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

E. BOOKS AND RECORDS

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

F. CONFORMANCE TO STATUTE

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

G. CHANGES

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

H. OTHER INSURANCE

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

I. LEGAL ACTION AGAINST US

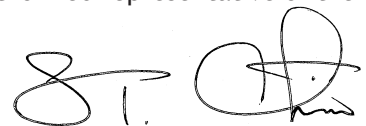
No one may bring a legal action against **us** under this Policy unless:

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

J. CANCELLATION

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

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer.



Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. TBD forms a part of
Policy No. A23WI00212 Issued to: Special Event Planners Association
By: AVEMCO INSURANCE COMPANY

ENDORSEMENT No. 1

This endorsement modifies insurance provided under the following:

WEATHER INSURANCE POLICY

I. Paragraph 3. Sum Insured of the WEATHER INSURANCE POLICY DECLARATIONS is deleted in its entirety and replaced with the following:

3. Sum Insured:

Per Occurrence: As endorsed hereon
Aggregate: As endorsed hereon

II. Subparagraphs 4.a., 4.b. and 4.c., 4.e., 4.f. of the Insured Peril Section of the WEATHER INSURANCE POLICY DECLARATIONS are deleted in their entirety and replaced with the following:

4. Insured Peril:

- a. Description of Peril: As endorsed hereon
- b. Date(s) of Insured Event: As endorsed hereon
- c. Insured Hours: As endorsed hereon
- e. Location of Insured Event: As endorsed hereon
- f. Claim Verification Source: As endorsed hereon

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

Additional Premium: As endorsed hereon

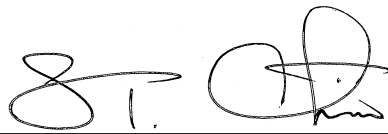
Return Premium: N/A

Credit Premium: N/A

Effective Date: March 1, 2023

Date of Issue: March 1, 2024

By:



Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. March 1, 2023 forms a part of Policy

No. A23WI00212

Issued to: Special Event Planners Association

By: **AVEMCO INSURANCE COMPANY**

This endorsement modifies insurance provided under the following:

WEATHER INSURANCE POLICY

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 conditions of the policy remain the same.

Additional Premium: N/A
Return Premium: N/A
Credit Premium: N/A
Effective Date: March 1, 2023
Date of Issue: March 1, 2024

By



Authorized Representative

AVEMCO INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WEATHER INSURANCE POLICY AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

The following Exclusions are added to the SECTION III, EXCLUSIONS:

III. EXCLUSIONS

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

1. War and Military Action Exclusion

- 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. Cyber Exclusion

This Contract of Insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from any:

- a. Cyber Act or Cyber Incident or the fear or threat (whether actual or perceived) of any Cyber Act or Cyber Incident; or
- b. Action taken in controlling, preventing, suppressing, or remediating any Cyber Act or Cyber Incident or the fear or threat (whether actual or perceived) of any Cyber Act or Cyber Incident.

The following Definitions are added to the SECTION II, DEFINITIONS:

II. DEFINITIONS

1. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited 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.
2. 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.
3. Cyber Incident means:
 - a. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - b. 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.

All other terms and conditions remain unchanged.

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. March 1, 2023

forms a part of

Policy No. A23WI0212

Issued to: Special Event Planners Association

By: **AVEMCO INSURANCE COMPANY**

PENNSYLVANIA CHANGES

This endorsement modifies insurance provided under the following:

WEATHER INSURANCE POLICY

Paragraph C. **CLAIM HANDLING** of Section IV. **GENERAL CONDITIONS** is deleted in its entirety and replaced with:

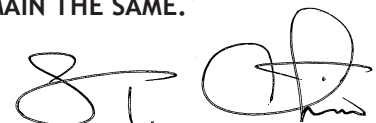
1. The Claim Verification Source for recording shall be as specified in the **Insured Peril** Section of the **Declarations**.
2. In the event that the weather recording by the Claim Verification Source specified in Subparagraph 4.f. of the Declarations is not available to **us**, then the available recording from the Government Weather Bureau Station nearest the Location of Insured Event will be acceptable to **you** and **us**.
3. **We** will give you notice, within 15 working days after **we** receive a properly executed Notice of Claim, that **we**:
 - a. Need more time to determine whether **your** claim should be accepted or denied;
 - b. Accept **your** claim; or
 - c. Deny **your** claim.

If **we** need more time to determine whether **your** claim should be accepted or denied, the written notice will state the reason why more time is required.

If **we** deny **your** claim, such notice will be in writing, and will state any policy provision, condition or exclusion used as a basis for the denial.

4. If **we** have not completed our investigation, **we** will notify you again in writing, within 30 days after the date of the initial notice as provided in 2.c. above, and thereafter every 45 days. The written notice will state why more time is needed to investigate **your** claim and when **you** may expect us to reach a decision on your claim.
5. If the claim is approved **we** will notify **you** in writing and pay the benefit within thirty (30) days thereafter.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN THE SAME.



Authorized Representative