

SPECIAL EVENT INSURANCE

AGREEMENT

We will provide the insurance described in this policy in return for payment of the premium and compliance with all applicable provisions of this policy.

POLICY PERIOD

Except as otherwise limited herein, this policy only applies to loss that occurs during the **policy period**.

DEFINITIONS

Throughout this policy, **you** and **your** refer to the **named insured**, and **we**, **us** and **our** refer to the company providing this insurance and named in the **Declarations**. In addition, certain words and phrases are defined as follows:

Cancellation means the inability to proceed with the **event**.

Date of Issue means the date this policy is issued, as shown in the **Declarations**.

Event means the private ceremony and the accompanying private reception, if any, described in the **Declarations**, scheduled to take place on the **event date** at the **event location**. The **event** includes any rehearsal or rehearsal dinner scheduled within 48 hours in advance of the **event** if the **event** is a wedding. The **event** does not include any other parties or any showers related to the **event**.

Event date means the date shown as the **event date** in the **Declarations**.

Event gift means any gift given or intended to be given to an **honoree** in connection with the **event**.

Event location means the location(s) shown as the **event location** in the **Declarations**.

Event photographs means photographs of the **event**, taken or contracted to be taken by a professional photographer.

Event video means video of the **event**, taken or contracted to be taken by a professional videographer.

Honoree means the person(s) shown as the **honoree(s)** in the **Declarations**.

Immediate family means the parents, children and grandparents of an **honoree**.

Insured means the **named insured**, each **honoree** and any other family member or acquaintance of an **honoree** who has paid for or contracted to pay for an item, service or location covered under this policy.

Leave means official permission granted to an **honoree** who is in full time active service in the United States military, police, or fire services to attend the **event**.

Named Insured means the person shown as the **named insured** in the **Declarations**.

Policy Period means the period from the **date of issue** up to and including the **event date**, as shown in the **Declarations**.

Pre-existing medical condition means a condition for which medical care, advice, consultation or treatment was sought within twelve (12) months immediately preceding the **date of issue**, or for which a reasonable person would have sought medical care, advice, consultation or treatment within the twelve (12) months preceding the **date of issue**.

Policy territory means the United States and its territories and possessions, Puerto Rico, Canada, and cruise ships leaving from a port within these territories. If optional Extended Policy Territory is purchased and shown in the **Declarations**, it also means the United Kingdom, Mexico, Bermuda, the Bahamas, Turks and Caicos and the Caribbean Islands (excluding Cuba and Haiti) and cruise ships leaving from a port within these territories.

Postponement means the delay of the **event**.

Special attire means the clothing (including alterations and fitting fees incurred) and head wear or shoes purchased or rented, but not borrowed, specifically for the **event** for wear by an **honoree**. **Special**

attire does not include watches, jewelry or precious or semi-precious gemstones or pearls.

Special jewelry means jewelry purchased or rented, but not borrowed, specifically for personal decoration

of an **honoree** or for exchange at the **event** by an **honoree**.

Vendor means a professional item, service or location provider, obligated by written contract to provide certain items, services or locations for the **event**.

SECTION I - COVERAGES

Coverage A - Cancellation or Postponement of the Event

We will pay for all deposits forfeited and other amounts paid or contracted to be paid, by the **honorees** or **immediate family**, for the following items, services or locations to be rendered, delivered or used on the **event date**, due to the necessary and unavoidable **cancellation** or **postponement** of the **event**:

1. Transportation
2. Food
3. Catering services
4. Property and equipment rentals
5. Hall and location rentals
6. Accommodations (including travel arrangements and accommodations for a honeymoon, if applicable)
7. **Special attire**
8. **Special jewelry**
9. Flowers
10. **Event photographs and event videos**
11. Entertainment; and
12. Dated and/or perishable material.

We will not pay for any items, services or locations an **insured** keeps, uses or accepts following a **cancellation** or **postponement** of the **event**.

With respect to the coverage provided under this **Coverage A**, losses and damages must be proven separately for each item, service, location and portion of the **event**.

Limit of Liability

The most **we** will pay under **Coverage A** is the amount stated in the **Declarations** for "**Coverage A - Cancellation or Postponement of Event**." This is the most **we** will pay regardless of the number of losses, damages or claims made.

Exclusions – Coverage A

We will not pay for any loss resulting directly or indirectly from:

1. Any circumstance known to an **insured** at the **date of issue** that might reasonably give rise to **cancellation** or **postponement** of the **event**.
2. The non-appearance or unavailability of any person. This exclusion shall not apply to the involuntary non-appearance of an **honoree**, the **immediate family** or event officiator, nor shall it apply to withdrawal of **leave**.
3. Lack of funds. This exclusion shall not apply to lack of funds resulting from unemployment of an **insured** that occurs after the **date of issue**, results in the necessary and unavoidable **cancellation** or **postponement** of the **event** and qualifies for payment under the applicable unemployment statutes.
4. The failure to provide timely notice, at the time it is determined necessary to **cancel** or **postpone** the **event**, to the contracted provider of any items, services or locations, in order to diminish or avoid a loss.
5. Prohibition of the **event** by any local, state or federal ordinance, regulation or statute in existence as of the **date of issue**, including the failure to obtain any necessary permits.
6. A decision of anyone, including an **honoree**, not to proceed with or take part in the **event**, including, without limitation, any decision resulting from a change of heart.
7. **Cancellation** or **postponement** of the **event** resulting from normal weather conditions, including but not limited to, sun, heat, rain, snow or ice.
8. **Cancellation** or **postponement** of the **event** resulting from anticipated or actual extreme or catastrophic weather conditions, or acts of nature, such as hurricanes, tropical storms, earthquakes, tornadoes, nor'easters, blizzards, volcanic eruptions or floods unless the extreme or catastrophic weather conditions or acts of nature that occur

more than 14 days after the inception date of this policy.

9. Any loss due to the death, injury, illness, disablement, confinement or quarantine of:
 - a. 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 by a qualified medical physician, except drugs taken for the treatment of drug addiction);
 - b. Any person due to any **pre-existing medical condition** known to **you** or an **honoree** at the **date of issue**;
 - c. Any person caused or contributed to by pregnancy commencing before the **date of issue**, unless the expected date of delivery is more than two (2) months after the **event date**;
 - d. Any person resulting from a violation or alleged violation of law; or
 - e. An **insured** if that **insured** has contracted for, arranged, or commenced the **event** against the advice of any medical practitioner.

Coverage B - Additional Expense

We will pay those expenses not originally contemplated or anticipated, that are reasonably and necessarily incurred by an **insured** to avoid **cancellation** or **postponement** of the **event** or to proceed with the **event** as originally contracted for, if a **vendor** fails to provide the contracted for items, services or locations for the **event**. We will only pay for those expenses that are in excess of the original contract price and only up to a maximum of twenty-five percent (25%) of the original contract price.

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 **event** as originally planned.

Limit of Liability

The most we will pay under **Coverage B** is the amount stated in the **Declarations** for "**Coverage B - Additional Expense**." This is the most we will pay regardless of the number of losses, damages or claims made.

Exclusions – Coverage B

We will not pay for any additional expense:

1. If payment for such item, service or location has been made under **Coverage A, C, D, E** or **F** of this policy;

2. If there is no written contract for that item, service or location in force prior to the loss;
3. For any items, services or locations in excess of those delineated in the original **vendor's** contract; or
4. Arising directly or indirectly from any delay in replacing a **vendor**.

Coverage C - Event Photographs and Event Video

We will pay for:

1. Reasonable expenses necessarily incurred to take or retake **event photographs** in a comparable setting as a direct and necessary consequence of:
 - a. Failure of the professional photographer to appear at the **event**;
 - b. Loss or direct physical damage to the original film or the negatives (whether film or digital) before an **insured** receives the pictures, 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. Reasonable expenses necessarily incurred to shoot or reshoot the **event video** in a comparable setting as a direct and necessary consequence of:
 - a. Failure of the professional videographer to appear at the **event**; or
 - b. Loss or direct physical damage to the original tape or other video media before an **insured** receives a copy of the tape or other video media; or
 - c. Non-development of the original tape or other video media (other than under or overexposure). This includes failure to load video camera, failure to remove lens cap or failure to press 'record'.

Limit of Liability

The most we will pay under **Coverage C** is the amount stated in the **Declarations** for "**Coverage C - Event Photographs and Event Video**." This is the most we will pay regardless of the number of losses, damages or claims made.

Exclusions – Coverage C

We will not pay for:

1. Any loss resulting directly or indirectly from damage to **event photographs** or **event video** arising from wear and tear, moth, vermin,

atmospheric or climactic conditions, deterioration, depreciation, confiscation or detention;

2. Failure of the **event photographs** or **event video** to meet anyone's, including without limitation an **honoree's**, expectations of style or quality, including the absence or clarity of sound, or the absence or clarity of certain content;
3. Any expenses under this **Coverage C** if there was no written contract in force with such **event photographer** or the **event videographer** prior to the loss; or
4. Any services in excess of those delineated in the original **event photographer** or **event videographer's** contract.

Coverage D - Event Gifts

We will pay for direct physical loss or damage to **event gifts** that occurs on the **event date** or during the seven (7) days before the **event date**, but only while at:

1. residence of honoree's;
2. residence of an **immediate family** member; or
3. while at the **event location**.

We will pay, at **our** option, the full cost to repair or replace the lost or damaged **event gifts**, without deduction for depreciation.

Limit of Liability

The most **we** will pay under **Coverage D** is the amount stated in the **Declarations** for "**Coverage D - Event Gifts**." This is the most **we** will pay regardless of the number of losses, damages or claims made.

Exclusions – Coverage D

We will not pay for any loss, including breakage or damage, resulting directly or indirectly from:

1. Damage arising from wear and tear, moth, vermin, deterioration, confiscation or detention; or
2. Damage arising from atmospheric or climactic conditions; or
3. Theft.

Coverage E - Special Attire

We will pay for loss or damage to **special attire**. **We** will pay at **our** option:

1. The cost of replacement for lost or stolen **special attire** of equal value;

2. The cost to repair or replace, at **our** option, damaged **special attire** not to exceed the original cost of the **special attire**; or

3. The cost of any necessary **special attire** rental charges if replacement or repair is not possible in time for the **event**.

Limit of Liability

The most **we** will pay under **Coverage E** is the amount stated in the **Declarations** for "**Coverage E - Special Attire**." This is the most **we** will pay regardless of the number of losses, damages or claims made.

Exclusions – Coverage E

We will not pay for any loss resulting directly or indirectly from:

1. Theft or attempted theft of any **special attire** that is not reported to the police as soon as reasonably practicable after the discovery of the loss;
2. 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 atmospheric or climactic conditions;
4. Damage arising from wear and tear, deterioration, moth or vermin;
5. Loss or damage caused by any process of cleaning, alteration, restoration or repair; or
6. Mysterious disappearance.

Coverage F - Special Jewelry

We will pay for loss or damage to **special jewelry** occurring on the **event date** or within seven (7) days prior to the **event date**.

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 if part of the pair or set is lost or damaged, **we** will be entitled to keep the remaining parts of the original pair or set.

Limit of Liability

The most **we** will pay under **Coverage F** is the amount stated in the **Declarations** for "**Coverage F - Special Jewelry**." This is the most **we** will pay regardless of the number of losses, damages or claims made.

Exclusions – Coverage F

We will not pay for any loss resulting directly or indirectly from:

1. Theft or attempted theft of any **special jewelry** that is not reported to the police as soon as reasonably practicable after discovery of the loss;
2. 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;
3. Damage arising from atmospheric or climactic conditions;
4. Damage arising from wear and tear, confiscation or detention;
5. Loss or damage caused by any process of cleaning, alteration, restoration or repair; or
6. Mysterious disappearance.
6. Accommodations (including travel arrangements and accommodations for a honeymoon, if applicable)
7. **Special attire**
8. **Special jewelry**
9. Flowers
10. **Event photographs and event videos**; or
11. Entertainment.

Coverage G - Lost Deposits

We will pay for any deposits lost when a **vendor** fails to provide the **event** items, services or locations it was obligated to provide under a written contract, related to the following:

1. Transportation
2. Food
3. Catering services
4. Property and equipment rentals
5. Hall and location rentals

Limit of Liability

The most we will pay under **Coverage G** is the amount stated in the **Declarations** for "**Coverage G - Lost Deposits.**" This is the most we will pay regardless of the number of losses, damages or claims made.

Exclusions – Coverage G

We will not pay for any lost deposits:

1. If payment for such item, service or location has been paid made **Coverage A, C, D, E** or **F** of this policy;
2. If there is no written contract in force prior to payment of the deposit; or
3. If there is no receipt for the deposit paid, prior to the loss.

SECTION II - EXCLUSIONS

With respect to **Section I – Coverages**, we will not pay for any loss resulting directly or indirectly from:

1. **Neglect**, meaning neglect of the **insured** to use all reasonable means to mitigate any loss or damage, at and after the time of a loss, or when the **event** is in danger of being **cancelled** or **postponed**.
2. **Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of **Section IV – Conditions**.
3. **War**, including undeclared war, civil war, insurrection, rebellion, revolutions, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act, even if accidental. This exclusion shall not apply to loss otherwise covered hereunder arising from non-appearance of the **honoree**.
4. **Intentional Loss**, meaning any loss arising out of any act an **insured** commits or conspires to commit with the intent to cause a loss. In case of such loss, no **insured** is entitled to coverage, even **insureds** who did not commit or conspire to commit the act causing the loss.

SECTION III - DUTIES IN THE EVENT OF LOSS OR DAMAGE

In case of a loss to which this insurance may apply, **you** must see that the following are done:

1. If a law may have been broken, notify the police as soon as reasonably practicable after discovery of the loss.

2. As soon as reasonably practicable, report to **us** or **our** agent in writing any loss or damage that may result in a claim under this policy.
 3. Prepare an inventory of the damage or loss, showing in detail the:
 - a. Quantity
 - b. Description
 - c. Actual cash value; and
 - d. Amount of the loss.
- Attach to the inventory all:
- a. Bills
 - b. Receipts
 - c. Contracts; and
 - d. Related documents that substantiate the figures in the inventory.
4. Submit to **us**, within sixty (60) days after discovery of the loss, **your** signed, sworn statement of loss, and, if the loss involves theft, attempted theft, vandalism or malicious mischief, the police report.
 5. Make all reasonable efforts to find another place to hold the **event** if the **event location** becomes unavailable on the **event date**.
 6. Take all reasonable precautions and actions to avoid loss, destruction, damage, accidents, liability and expense and to minimize any claim under the policy.
 7. In the event of any injury or on the commencement of any illness, which may cause the **event** to be **cancelled** or **postponed**, seek medical

care and follow the medical advice from a duly qualified medical doctor. In such a circumstance, doctors of **our** choice must be allowed to examine the injured or ill person(s) as often as **we** reasonably require.

8. Agree to:
 - a. Be examined under oath;
 - b. Produce members of **your** household or others for examination under oath to the extent that it is within **your** power to do so;
 - c. Keep accurate records containing all relevant information and particulars of the **event**, including all contracts and receipts, to determine loss or damage and to produce such records as **we** may need to verify the claim and its amount and to permit copies of such records to be made, if needed; and
 - d. Cooperate with **us** in the investigation or settlement of a claim. **You** must not make any payments or admissions of liability without **our** consent and **we** are entitled to take over and conduct, in **your** name, any negotiations or legal claims in connection with a claim under this policy.

We have no duty to provide coverage under this policy unless **you** comply with the above duties in full.

SECTION IV - CONDITIONS

Conformity to State Law. When any policy provision is in conflict with the applicable law of the state in which this policy is issued, the law of the state will apply.

Payment to Named Insured. The **named insured** shall be the sole agent of each and all **insured(s)** for all purposes under this policy, including without limitation, receiving any payments owed to any of the **insureds**, effecting or accepting any notices, making any changes or amendments, completing any applications, making any statements, representations or warranties, and/or exercising or waiving of any rights under this policy. The **named insured** must be 18 years or older at the **date of issue**.

Concealment or Fraud. The entire policy will be void if, whether before or after a loss, an **insured** has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made false statements relating to this insurance.

Suit Against Us. No action shall be brought unless the **insured** has fully complied with all the terms of this policy and the action is started within two years after the loss.

However, if a court prevents the start or continuance of the lawsuit, but at a later date allows the suit to resume, it must be resumed within one year of the court order.

If a disagreement about the amount of the loss has been referred to a board of referees within two years of the date of loss, any lawsuit against us must be started within 90 days after the board's decision.

Subrogation. An **insured** may waive in writing before a loss all rights of recovery against any person. If not waived, **we** may require an assignment of rights of recovery for a loss to the extent that payment is made by **us**. If an assignment is sought, the **insured** shall sign and deliver related papers and cooperate with **us** in any reasonable manner.

Our Right to Recover from Others. After **we** have made payment under this policy, **we** have the right to recover the payment from anyone who may be held responsible. **You** and anyone **we** indemnify must sign any papers and do whatever else is necessary to transfer this right to **us**. **You** and anyone **we** indemnify must do nothing to affect **our** rights.

Recovered Property. If **you** or **we** recover any property for which **we** have made payment under this policy, **you** or **we** will notify the other of the recovery. At **our** option, the property will be returned to or retained by **you** or it will become **our** property. If the recovered property is retained by **you**, the loss payment will be adjusted based on the amount **you** received for the recovered property.

Assignment. Assignment of this policy shall not be valid unless **we** give **our** written consent.

Liberalization Clause. If **we** make a change which broadens coverage under this edition of **our** policy without additional premium charge, that change will automatically apply to **your** insurance as of the date **we** implement the change in **your** state provided that this date falls within the **policy period**. This liberalization clause does not apply to changes implemented

through introduction of a subsequent edition of **our** policy.

Cancellation. This insurance cannot be cancelled except by us for your non-payment of premium. **We** may cancel this policy for nonpayment of premium by letting **you** know in writing the day cancellation takes effect. **We** may do so by delivering to **you**, or by mailing to **you**, at **your** mailing address shown in the **Declarations** written notice at least fifteen (15) days before cancellation takes effect. Proof of mailing shall be sufficient proof of notice.

Abandonment of Property. **We** need not accept any property abandoned by an **insured**.

Nuclear Hazard. **We** do not pay for loss or damage arising directly or indirectly from actual or threatened nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination or threat of same may have been caused.

Appraisal. If there is a disagreement as to the dollar amount of loss, Massachusetts law provides a method for settling the disagreement. The dispute shall be referred to a three member board of referees. They are selected and must act according to procedures set by the law. Their decision as to the amount of loss will be binding. This board does not make decisions about matters of coverage or fault.

Bankruptcy. **We** are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any person or entity otherwise entitled to coverage under this policy.