



SPECIAL EVENT INSURANCE POLICY

New Business Declarations

INSURED AND AGENT INFORMATION

Named Insured & Mailing Address

john Naughton
3 Summer Street
Hingham, MA 02043

Agent Information

POLICY INFORMATION

Policy No: 9323068414001

Policy Period:

Issue Date: 08-16-2023 Event Date: 09-02-2023

Your Insurer:

The Standard Fire Insurance Company

For Policy Service call: 1 888-342-5977

For Claim Service call: 1 800-252-4633

TOTAL POLICY PREMIUM

This Is Not A Bill

\$830.00

POLICY COVERAGES & LIMITS OF LIABILITY

SPECIAL EVENT COVERAGES

LIMIT OF LIABILITY

PREMIUM

A - Cancellation / Postponement

\$100,000

B - Additional Expense

\$20,000

C - Event Photographs / Video

\$6,000

D - Event Gifts

\$5,500

E - Special Attire

\$6,000

F - Special Jewelry

\$5,500

G - Lost Deposits

\$5,500

Special Event Coverage Premium

\$615.00

OPTIONAL ENDORSEMENTS & COVERAGES

ENDORSEMENTS

LIMIT OF LIABILITY

PREMIUM

Special Event Liability: Coverage effective 48 hours
prior to 12:01 am standard time on the Event Date:
09-02-2023 until 2:00 am standard time on 09-03-2023

\$1,000,000 per Occurrence
\$1,000,000 General Aggregate

\$165.00

Property Damage Liability Sublimit

\$25,000

Liquor Liability Coverage

\$50.00

(Number of Guests: 51 - 100)

INSURED COPY

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POLICY FORMS AND ENDORSEMENTS

SE-1 MA (03/17)	SPECIAL EVENT INSURANCE	Mandatory
SE-202 (10/20)	PANDEMIC, OUTBREAK OR EPIDEMIC EXCLUSION	Mandatory
SE-200L (03/17)	SPECIAL EVENT LIABILITY (INCLUDING LIQUOR LIABILITY)	Optional
SE-201 (10/06)	ADDITIONAL INSURED	Optional

EVENT INFORMATION

INSURED EVENT Wedding	ADDITIONAL INSURED(S) CEREMONY Daniel Fischer House 99 Main St., Edgartown, MA 02539 USA
HONOREE(S) Sarah Naughton Christopher Hodges	RECEPTION Daniel Fischer House 99 Main St., Edgartown, MA 02539 USA
EVENT LOCATION(S) CEREMONY Daniel Fischer House 99 Main St., Edgartown, MA 02539	REHEARSAL Daniel Fischer House 99 Main St., Edgartown, MA 02539 USA
RECEPTION Daniel Fischer House 99 Main St., Edgartown, MA 02539	REHEARSAL DINNER Daniel Fischer House 99 Main St., Edgartown, MA 02539 USA
REHEARSAL Daniel Fischer House 99 Main St., Edgartown, MA 02539	
REHEARSAL DINNER Daniel Fischer House 99 Main St., Edgartown, MA 02539	

OTHER ADJUSTMENTS

* NOTE: The additional cost for any optional endorsement or coverage shown as "included" is contained in the Total Policy Premium amount.

FOR YOUR INFORMATION

This is not a bill. If you have any questions about your insurance, please call 1 888 DIAL WPP (1-888-342-5977). Thank you for insuring with Travelers. We appreciate your business.



Special Event Policy Booklet

Wedding Protector Plan by Travelers

YOUR SPECIAL EVENT INSURANCE POLICY QUICK REFERENCE

	<p>DECLARATIONS PAGE</p> <p>Named Insured Honorees Insured Event Event Location(s) Policy Period(s) Coverages Amounts of Insurance</p>	<p>Beginning On Page</p>
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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**.

Domestic partner means a person who is in a continuing spouse-like relationship with an **insured** for the purpose of a domestic life. Both persons must be 18 years of age or older and may not be related to each other by blood. Neither may be married to another person, or be a **Domestic partner** or partner by civil union of any other person.

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**. If the **event** is a wedding, the **event** includes any rehearsal or rehearsal dinner scheduled to occur within 48 hours in advance of the **event** and a brunch scheduled to occur the day after the event date, provided a coverage extension for brunch is shown in the **Declarations**. 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 **spouse**, parents, step parents, children, grandparents, siblings or legal guardian of an **honoree**. A step parent means a person who is not a legal parent of the **honoree** but is the **spouse** of a parent.

Insured means the **named insured**, each **honoree** and any member of the **immediate family** 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**. The **named insured** cannot be a legal entity.

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 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**.

Spouse means a person who is married to an insured or is either a civil partner of an **insured**, provided such civil union was obtained in a state where a civil union is lawfully recognized, or is a **Domestic partner** of an **insured**.

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 any amount incurred by the **insured** due to contractual obligation for the following items, services or locations to be rendered, delivered or used on the **event date**, as a result of a 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;
12. Dated and/or perishable material
13. Event Planning/Coordination; and
14. Hair, makeup and nails of the **honoree**.

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. A sublimit may apply if shown in the **Declarations**.

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 that occur less than 15 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 also pay, at the **insured's** discretion, either:

1. Reasonable expenses incurred by an **insured** for hotel stays in connection with the **event**, not originally contemplated or anticipated, that are necessitated by flight delays or cancellations; or
2. Lost deposits on unused hotel reservations arising from flight delays or cancellations.

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 within thirteen months of the **event** 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;
 - 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; or

- d. Failure of the professional photographer to produce or deliver the original **event** photographs either in tangible form such as photo album or on film, on a compact disc or through an online link for any reason.
2. Reasonable expenses necessarily incurred within thirteen months of the **event** 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 occur 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 loss, theft, misplacement or mysterious disappearance of cash or gift cards.

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;
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 after the **event**; 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.

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
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
12. Event planning/coordination; or
13. Hair, make up, nails of the **honoree**.

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. A sublimit may apply if shown in the **Declarations**.

Exclusions – Coverage G

We will not pay for any lost deposits:

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 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 **in-**

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 there has been full compliance 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.

Arbitration. 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.

This policy is signed for the company which is the insurer under this policy.



Wendy C. Skjerven
Corporate Secretary



Michael Klein
President
Personal Insurance

IN WITNESS WHEREOF, the Company has executed and attested these presents.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL EVENT LIABILITY ENDORSEMENT INCLUDING LIQUOR LIABILITY

For an additional premium, we will provide the coverage described in this endorsement.

POLICY PERIOD

The coverage provided under this endorsement applies only to **occurrences** during the **policy period**.

DEFINITIONS

For purposes of this endorsement the words below mean the following:

Bodily injury means bodily harm, sickness, disease or death of a person.

Business means:

1. a trade;
2. profession; or
3. occupation;

engaged in on a full-time, part-time or occasional basis.

Insured means the **named insured** and each **honoree** and **spouse** of an **honoree**.

Insured contract means a contract or lease of facilities or premises, fixtures, improvements or contents, for use at or as the **event location**.

Occurrence means:

1. an accident, including continuous or repeated exposure to substantially the same general conditions, occurring at the **event location** during the **policy period**, that results in **bodily injury** or **property damage**; or
2. an offense, including a series of related offenses, committed at the **event location** during the **policy period**, that results in **personal injury**.

Organizational insured means:

The organization named in the additional insured section of the **Declarations**, but only with respect to conduct of the business also named in the additional insured section of the **Declarations** and includes:

1. Sole owner, partners, or managers, of the **Organizational insured** and their **spouses**;
2. The executive officers and directors of the **Organizational insured**; and
3. Volunteer workers, but only while performing duties for the **Organizational insured** or

employees, but only for acts within the scope of their employment by the **Organizational insured**.

Personal injury means injury other than **bodily injury** caused by any of the following offenses committed on the **event date** at the **event location**:

1. False arrest, detention, or imprisonment, or malicious prosecution;
2. Libel, slander or defamation of character; or
3. Invasion of privacy, wrongful eviction or wrongful entry.

Policy period means date shown as the **event date** in Special Event Liability section of the **Declarations**.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste and any unhealthful or hazardous building materials. Waste includes materials to be recycled, reconditioned, or reclaimed.

Property damage means physical injury to, destruction of, or loss of use of tangible property.

Territory means the United States of America, its territories and possessions. It also means Puerto Rico or Canada, and cruise ships leaving from a port within these territories.

All other definitions contained in the Special Event Policy apply.

LIABILITY COVERAGES

1. Bodily Injury, Property Damage and Personal Injury

If a claim is made or a suit is brought against an **insured** for damages because of **bodily injury**, **property damage** or **personal injury** caused by an **occurrence** to which this coverage applies, **we** will:

- a. Pay up to **our** limit of liability for the damages for which an **insured** is legally liable. Damages include prejudgment interest awarded against an **insured**; and
- b. Provide a defense at **our** expense by counsel of **our** choice. **We** will provide a defense even if the suit is groundless, false or fraudulent. **We** may investigate and settle any claim or suit that **we** decide is appropriate. **Our** duty to settle or defend ends when the amount **we**

pay for damages resulting from the **occurrence** exhausts **our** limit of liability.

2. Additional Payments

When arising out of an **occurrence** to which this coverage applies, **we** will cover the following if coverage applies to the occurrence:

- a. Costs and expenses **we** incur to defend a claim or lawsuit against an **insured**;
- b. Interest which accrues after judgment in a lawsuit and before **we** pay, offer, or deposit in court that part of the judgment which does not exceed **our** limit of liability;
- c. Premiums on bonds but only for that portion of the bond not exceeding **our** limit of liability. These are covered only if required in a suit **we** defend. **We** have no duty to apply for or furnish these bonds; and
- d. Reasonable expenses incurred by an **insured** at **our** request. This includes actual loss of wages up to \$100 a day due to attendance at hearings or trials at **our** request.

These are covered in addition to **our** limit of liability.

LIMITS OF LIABILITY

1. The most **we** will pay for all damages for any one **occurrence** is the limit of liability shown on the **Declarations**. This is the most **we** will pay regardless of the number of **insureds**. This is also the most **we** will pay despite the number of claims made, suits brought, persons injured, property damaged, or exposures or premiums shown on the **Declarations**.
2. The general aggregate limit is the most **we** will pay for all damages to which this insurance applies. This general aggregate limit applies despite the number of **occurrences**. Other than as set out below (regarding an **insured's** liability for damage to property rented to or hired by an **insured**), there is no separate limit for any person or entity insured under this endorsement.
3. Subject to the general aggregate limit and the per **occurrence** limit, the most **we** will pay for all **property damage** to the **event location** is the limit of liability shown on the **Declarations** as **property damage** liability sublimit. This limit includes loss to any fixtures and contents rented, hired, loaned to, or within any **insured's** care, custody or control at the **event location**. This limit is the most **we** will pay despite the number of **insureds**, claims made, suits brought, property damaged or exposures.

LIABILITY EXCLUSIONS

This endorsement does not apply to:

1. **Bodily injury** or **property damage** expected or intended by an **insured** even if the resulting **bodily injury** or **property damage**:

- a. is of a different kind, quality or degree than expected or intended; or
- b. is sustained by a different person, entity, real or personal property, than expected or intended.

Exclusion 1. does not apply to **bodily injury** which results from the use of reasonable force by an **insured** to protect persons or property.

2. **Bodily injury, property damage** or **personal injury**:

- a. arising out of a **named insured's** or an **honoree's business** pursuits or **business** property.
- b. for which an **insured** may be held liable by reason of:
 - i. causing or contributing to the intoxication of any person;
 - ii. furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 - iii. violation of any law or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

Exclusion 2.b. applies only if the **insured** is in the business of manufacturing, distributing, selling or furnishing alcoholic beverages.

- c. arising out of:
 - i. the ownership, maintenance, use, loading or unloading, or entrustment of any motor vehicle, motorized vehicle, non-motorized transportation, trailer, watercraft, aircraft or recreational vehicle;
 - ii. vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using any motor vehicle, motorized vehicle, trailer, watercraft, aircraft or recreational vehicle; or
 - iii. the failure to supervise, or the negligent supervision, of any person, by an **insured** in connection with any motor vehicle, motorized vehicle, trailer, watercraft, aircraft or recreational vehicle.

- d. arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance, as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, marijuana, LSD and all narcotic drugs. This exclusion shall not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.
- e. arising out of the acts or omissions of any provider of goods or services in conjunction with the **event**. This applies whether or not they are a paid contractor or **vendor**.
- f. arising out of the rendering or failing to render professional services.
- g. arising from a violation of a penal statute or ordinance, with the knowledge of an **insured**.
- h. arising out of the actual, alleged or threatened release, discharge, escape, dispersal, seepage or migration of **pollutants**:
 - i. at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any **insured**, or
 - ii. which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **insured**.

Subparagraph i. does not apply to **property damage** arising out of heat, smoke or fumes from a hostile fire. As used in this exclusion a hostile fire means one which becomes out of control or breaks out from where it was intended to be.

- i. arising out of the actual, alleged or threatened absorption, adsorption, ingestion or inhalation by any person of lead or asbestos at or from any premises, site or location which is or was at any time owned, occupied, rented or loaned by an **insured**.
- j. caused directly or indirectly by war, including the following and any sequence of the following:
 - i. undeclared war, civil war, insurrection, rebellion or revolution;
 - ii. warlike act by military force or military personnel; or
 - iii. destructive seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act, even if accidental.

- k. arising directly or indirectly from an **occurrence** outside of the **territory**.
 - l. arising out of ownership, maintenance, use, loading, unloading or entrustment to others of any mechanical, inflatable or motorized amusement device.
 - m. arising out of the use, preparation, presentation or viewing of pyrotechnics, including fireworks, Chinese lanterns, sparklers or other firework novelties, or a laser light production.
3. **Bodily injury or personal injury**:
- a. to an **insured**;
 - b. arising out of the transmission of a communicable disease by an **insured**; or
 - c. arising out of sexual molestation, corporal punishment or physical or mental abuse.
4. **Property damage** to property owned by, loaned to, rented to, or in the care, custody or in control of an **insured**.

Subject to this endorsement's **property damage** sublimit of liability, this exclusion 4. does not apply to the extent an **insured** assumed contractual obligation for **property damage** to an **event location**, or to any fixtures or contents rented, hired, loaned to, or within any **insured's** care, custody or control at the **event location**.

5. **Personal Injury**:
- a. arising out of oral or written publication of material, if done by or at the direction of anyone seeking coverage with knowledge of its falsity;
 - b. arising out of:
 - i. advertising, broadcasting or telecasting activities by an **insured**, or
 - ii. libel, slander, defamation or violation of privacy if:
 - (a) the same first injurious publication or utterance occurred prior to the **date of issue**, or
 - (b) the offense committed is about any organization or business, its products or services and made with knowledge of the falsity by or at an **insured's** direction.

- c. arising out of a breach of contract; or
 - d. arising out of the use of an electronic chat-room or bulletin board.
6. Damages:
- a. for which any person seeking coverage under this endorsement is required to pay by reason of assumption of liability in a contract or agreement or by bailment. However, this exclusion does not eliminate coverage for damages:
 - i. That any person seeking coverage under this endorsement would have in the absence of the contract, bailment or agreement, and provided they are otherwise covered under this endorsement; or
 - ii. Assumed by an **insured** in a contract or agreement that is an **insured contract**, provided the damages are otherwise not excluded by this policy.
 - b. an **insured** or any company providing primary insurance may have to pay under any of the following laws:
 - i. workers' compensation law;
 - ii. unemployment compensation
 - iii. disability benefits; or
 - iv. any other similar law.
 - c. which are designated as punitive, exemplary or statutory multiple damages.
7. Any loss, cost or expense arising out of any:
- a. request, demand or order issued or made pursuant to any environmental protection or environmental liability statutes or regulations that anyone tests for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effects of any **pollutants**.
 - b. claim or suit by or on behalf of a governmental testing authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of any **pollutants**.
8. Any amounts assessed against an **insured** by a corporation or association of property owners.

DUTIES AFTER OCCURRENCE

In the event of an **occurrence** which may involve the coverage provided by this endorsement, **you** (or someone acting for **you**) must perform the following duties that apply. **You** must help **us** by seeing that these duties are performed.

1. Give written notice to **us** or **our** agent as soon as is reasonably practicable, which sets forth:
 - a. the identity of the policy and the **named insured**;
 - b. reasonably available information on the time, place and circumstances of the **occurrence**; and
 - c. name and addresses of any claimants and witnesses.
2. Promptly forward to **us** every notice, demand, summons or other process relating to the **occurrence**.
3. At our request, help us with the items below:
 - a. Make settlement;
 - b. Enforce any right of contribution or indemnity against any person or organization who may be liable to **you**;
 - c. With the conduct of suits and attend hearings and trials;
 - d. Secure and give evidence and obtain the attendance of witnesses;
 - e. Cooperate with and assist **us** in any manner concerning a claim or suit; and
 - f. Submit to examinations by **us**, under oath, as **we** may reasonably require.
4. **You** will not, except at **your** own cost, voluntarily make payment, assume obligation or incur expense.

OTHER INSURANCE

The insurance **we** provide in this endorsement is excess over any other valid and collectible insurance available to an **insured**.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

The definition of **insured** in this policy includes the person or organization shown in the **Declarations** as **additional insured(s)**, but only with respect to:

Special Event Liability Endorsement

This coverage is subject to the following provisions:

1. **We** will pay damages for which an **additional insured** becomes legally responsible to pay only if the damage arises out of an act or omission of a **named insured** or any **honoree** on the **event date**.
2. This coverage does not apply to **personal injury**.
3. This coverage does not apply to **bodily injury** to any employee arising out of or in the course of the employee's employment by an **additional insured** or performing duties related to an **additional insured's** business.
4. This coverage does not apply to **bodily injury** or **property damage** arising from or resulting from, in whole or in part, acts or omission of an **additional insured**, its employees or its agents.
5. The designation of an **additional insured** does not increase the limits of liability as shown on the **Declarations** for the **event**.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PANDEMIC, OUTBREAK OR EPIDEMIC EXCLUSION

The following exclusion is added and applies to all coverages under this policy, including any coverage added by endorsement.

We will not pay for any loss resulting directly or indirectly from any communicable disease, including any actual or perceived fear or risk of transmission of a communicable disease, that is:

1. Declared to be a pandemic by the World Health Organization;
2. Listed on the Current Outbreak List published by the Centers for Disease Control and Prevention; or

3. Declared to be an epidemic or outbreak by a public health department of any local entity, city, county, state or jurisdiction.

If any such entities declare the communicable disease to be a pandemic, outbreak or epidemic on different dates, the communicable disease will be deemed to be declared a pandemic, outbreak or epidemic on the earliest date of declaration.

All other policy provisions apply.