

## LIFE EVENT PROTECTION PLUS DECLARATIONS

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in bold have special meaning. Refer to Section **II. DEFINITIONS**.

### I. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations:

#### A. Cancellation of Event

We will reimburse you in excess of the deductible, for all deposits forfeited and other charges paid or contracted to be paid by an insured for transport, catering services, property and equipment rentals, hall and location rentals, accommodations (including travel arrangements and accommodations for a honeymoon, if applicable), **attire**, **jewelry**, flowers, photographer and videographer services, and entertainment expenses, because of a necessary **cancellation** or **postponement** of the **event**.

However, we will not reimburse you for any expenses incurred for **attire** or **jewelry** that an **insured** or any attendants retain following a **cancellation** or **postponement** of the **event**.

#### B. Additional Expense

We will reimburse you in excess of the deductible, for additional expenses not originally contemplated or anticipated that are incurred by an **insured** to avoid an otherwise necessary **cancellation** or **postponement** of the **event**.

However, the amount payable as additional expense may not exceed the amount that would have been payable should the event have been cancelled.

#### C. Photographer and Videographer

We will reimburse you in excess of the deductible, for all reasonable expenses necessarily incurred to re-take photographs or re-shoot video of the **event** as a direct and necessary consequence of:

1. Non-appearance of the professional photographer and/or videographer contracted for the **event**;
2. Loss or direct physical damage to the original film, tape, negatives or digital media before copies are received by you, either before or after proof photographs or video; or
3. Failure to properly develop the original film or negatives. However, no coverage shall apply to overexposed or underexposed film.

#### D. Gifts

We will pay for loss in excess of the deductible, for direct physical loss or damage to gifts received for the **event** that occurs within seven (7) days before and seven (7) days after the **event** while:

1. At an **insured** residence;
2. At the **event**;
3. In transit between any of these locations; or
4. Entrusted to a third party.

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

#### E. **Attire**

We will pay for loss in excess of the deductible, for loss or damage to **attire** occurring:

1. Prior to the **event**. We will pay:
  - a. The cost of replacement for lost or stolen **attire** of equal value; or
  - b. The cost to repair damaged **attire**, not to exceed the original cost of the **attire**.

In addition, if replacement or repair is not possible in time for the event, we will pay the cost of any necessary **attire** rental charges.

2. During the **event**. We will pay the lesser of:
  - a. The cost to repair the **attire**; or
  - b. The reasonable market value of lost or damaged **attire**.

In either case any payment is subject to a maximum amount of fifty percent (50%) of the original purchase price of the **attire**.

#### F. **Jewelry**

We will pay for loss in excess of the deductible, for loss or damage to **jewelry** occurring during or within seven (7) days prior to the **event**.

We will pay the lesser of the full cost to repair or replace the lost or damaged **jewelry**, without deduction for depreciation.

In the **event** we replace an entire pair or set of **jewelry**, the remaining parts or the original pair or set shall become our property and be provided to us by you.

#### G. **Cessation of Operations**

We will reimburse you in excess of the deductible, for any deposits paid by you or the **celebrant** for the **event**, for transport, catering services, accommodations, **attire**, **jewelry**, flowers, photographer and videographer services, entertainment, venue (including cruise ships) as designated in the Declarations, and honeymoon (if applicable) which become non-refundable as a result of the cessation of operations of any of the foregoing providers prior to the **event**.

However, we will not reimburse you for any amounts that have been paid under any other Insuring Agreements.

#### H. **Counseling**

We will reimburse you in excess of the deductible, for all reasonable and customary expenses for professional counseling for you or for the **celebrant** for up to one (1) year following a covered **cancellation** or **postponement** of an **event**. Such counseling must be upon the written referral of a physician.

## II. **DEFINITIONS**

- A. **Attire** means the clothing (including alterations and fitting fees incurred) and headwear or shoes that you or the **celebrant** own, purchase or rent which is specifically to be worn at the **event** by you, the **celebrant** or any attendants of the **celebrant**. **Attire** does not include **jewelry**.
- B. **Cancellation** means the inability to proceed with the **event** as planned.

- C. Celebrant means the person or persons named in the Declarations as **celebrant**, and in whose honor or for whose benefit the **event** is being held.
- D. **Event** means the private reception and accompanying ceremony, if any, described in the Declarations scheduled to take place on the date and at the place shown in the Declarations. The **event** does not include any scheduled activities in advance thereof, including, without limitation, rehearsals, showers and announcement parties.
- E. **Family** means the following relatives of a **celebrant**: grandparents, parents, siblings and children.
- F. **Insured** means you or the **celebrant**.
- G. **Jewelry** means jewelry (including watches, necklaces, earrings and rings) that you or the **celebrant** purchase or rent specifically to be worn or exchanged at the **event** by you or the **celebrant**. **Jewelry** does not include engagement rings, any jewelry to be worn or presented to any attendants, or any jewelry that is not purchased or rented specifically to be worn at the **event**.
- H. Participant means the officiant of any ceremony of the **event** or any attendant of the **celebrant**.
- I. **Policy territory** means the United States and its territories and possessions, Puerto Rico, Canada and cruise ships leaving from a port within these territories.
- J. **Postponement** means the unavoidable rescheduling of the **event** due to a temporary inability to proceed as scheduled.
- K. **Pre-existing medical condition** means a condition for which medical care, advice, consultation or treatment was received within one (1) year immediately preceding the effective date as shown in the Declarations; or if the symptoms of the condition were present, that would have caused a reasonable person to have sought medical care, advice, consultation or treatment within the one (1) year preceding the policy issue date.

### III. EXCLUSIONS

- A. This policy does not apply to:
  1. Theft of any gifts, **attire**, or **jewelry** that is not reported to law enforcement as soon as practicable after discovery of the loss;
  2. Damage to any gifts, **attire**, or **jewelry** from wear and tear, animal or insect damage, deterioration or corrosion, depreciation, seizure or detention;
  3. Damage to any gifts, **attire**, or **jewelry** from weather conditions, unless said weather occurs during the **event**;
  4. Damage to any gifts, **attire**, or **jewelry** by theft or attempted theft of any such items left in any unattended vehicle. However, this exclusion shall not apply if the vehicle was fully locked and secured, and where visible evidence of forced entry into the vehicle is present;
  5. Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident; or
  6. Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.
- B. Insuring Agreement A, does not apply to;
  1. Any circumstances known to any **insured** as of the date of issue shown in the Declarations, as likely to give rise to **cancellation** or **postponement** of the **event**.
  2. The non-appearance or unavailability of any person, other than the involuntary non-appearance of:
    - a. The **insured**;
    - b. The **insured's family**; or
    - c. A **participant**.
 Involuntary non-appearance shall not include unavailability due to military deployment.
  3. Cancellation or **postponement** due to weather, unless conditions render the venue for the **event** unsafe or unusable, or conditions **prevent** any of following from reaching the **event**:
    - a. The **insured**;
    - b. The **insured's family**; or
    - c. A **participant**; or
    - d. More than fifty percent (50%) of the expected guests.
  4. Financial inability to pay for the **event** unless said insolvency is the result of involuntary termination of any

- insured's** employment that occurs after the effective date of this policy.
5. Any incapacity, death or confinement of any person as a result of:
    - a. Any **pre-existing medical condition** known to any **insured** as of the effective date of this policy;
    - b. Illegal drug use, mental illness, intentionally self-inflicted injury or substance abuse; or
    - c. Violation of any law.
  6. Any **cancellation** of the **event** due to state or local statute, regulation or ordinance in effect as of the effective date of this policy.
  7. Any **cancellation** of the **event** due to pregnancy or medical condition of any **insured** if:
    - a. The expected delivery date is less than eight (8) weeks after the **event**; or
    - b. The **event** was planned or commenced against the medical advice of any physician of the **insured**.
- C. Insuring Agreement **C.** does not apply to:
1. Damage to photographs or video arising from wear and tear, animal or insect damage, weather conditions, deterioration or corrosion, depreciation, seizure or detention; or
  2. Failure of the photographs or video to meet your or the **celebrant's** expectations of style or quality, including, but not limited to audio quality or photograph or video content and composition.
- D. Insuring Agreement **D.** does not apply to:
1. Theft or disappearance of cash, cash equivalents, gift cards or gift certificates in an aggregate amount greater than \$300.00; or
  2. Any mysterious disappearance.
- E. Insuring Agreement **E.** does not apply to damage caused by cleaning repairs or alterations made to **attire** not purchased as new.
- F. Insuring Agreement **F.** does not apply to any mysterious disappearance.

#### IV. LIMIT OF INSURANCE

The most we will reimburse you or pay for loss under any Insuring Agreement is the applicable Limit of Insurance shown in the Declarations.

#### V. DEDUCTIBLE

We will not reimburse you or pay for loss under any Insuring Agreement unless the amount of loss exceeds the deductible shown in the Declarations. We will then pay the amount of loss in excess of the deductible, up to the Limit of Insurance. The deductible applies separately to each Insuring Agreement for each occurrence.

#### VI. POLICY PERIOD

Coverage under this policy begins as of the effective date shown in the Declarations. Coverage terminates as of the end of the **event** listed in the Declarations. This policy does not renew and cannot be extended.

#### VII. CONDITIONS

##### A. Your Duties in the Event of a Loss or Damage

As a condition precedent to coverage under this policy, when any **insured** discovers a loss or a situation that may result in a loss, you shall:

1. Give written notice containing particulars sufficient to identify the **insured**, time, place and underlying circumstances of the loss or potential loss to us. If the circumstances involve any violation of law, you shall immediately notify local law enforcement;
2. Make all reasonable efforts to minimize loss such as cancelling vendors if sufficient time is available for notice;
3. Seek medical care by a duly licensed physician upon the illness or injury for any **insured** whose medical condition may cause the **cancellation** of the **event**. All **insureds** agree to permit us to have a physician of our choosing examine any such **insured** as we determine to be reasonably necessary;

4. File with us, a detailed proof of loss signed and sworn to by you setting forth, to the best of your knowledge and belief, the facts of the loss and the amount of the loss within sixty (60) days after discovery of the loss. In the **event** of theft, attempted theft, vandalism or malicious mischief, you must obtain a police report and file a copy with us as soon as practicable after discovery of the loss;
5. 6. Agree to be examined under oath and produce other **insureds** or others as necessary for examination under oath; and
6. 7. Maintain accurate records of all **event** related expenses, preparations and deposits sufficient for us to be able to verify the amount and value of your claim, and make copies of said records available to us.

**B. Subrogation**

If we pay any amount hereunder, we shall be subrogated to your rights of recovery against any person, firm or organization. You shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. You shall not waive or prejudice such rights prior to or subsequent to any claim.

**C. Changes**

Notwithstanding anything to the contrary, no provision of this policy may be amended, waived or otherwise changed except by endorsement issued by us to form part of this policy.

**D. Action Against Us**

Notwithstanding anything to the contrary, no provision of this policy may be amended, waived or otherwise changed except by endorsement issued by us to form part of this policy.

**E. Conformity to Statutes**

No action shall lie against us unless, as a condition precedent thereto, there shall have been compliance with all terms of this policy

**F. Assignment**

Assignment of interest under this policy shall not bind us unless our consent is endorsed hereon.

**G. Authorization Clause**

By acceptance of this policy, you agree that the statements in the application are your agreements and representations, and that this policy is issued in reliance upon the truth of such representations. This policy embodies all existing agreements between you and us relating to this insurance.

**H. Other Insurance**

This insurance is excess over any other valid and collectable insurance available to you except as respects such insurance written to apply specifically in excess of this insurance.

**I. Liberalization**

If we adopt any revision that would broaden the coverage under this policy without additional premium within forty-five (45) days prior to or during the policy period, the broadened coverage will immediately apply to this policy

**J. False or Fraudulent Claims**

If any **insured** shall commit fraud in presenting any claim as regards amounts or otherwise, this insurance shall become void as to such **insured** from the date such fraudulent claim is presented.

**K. Cancellation**

This policy may not be cancelled except for non-payment of premium, in which case we will provide you with fifteen (15) days written notice. All premium is fully earned as of the effective date.

**L. Headings**

If any **insured** shall commit fraud in presenting any claim as regards amounts or otherwise, this insurance shall become void as to such **insured** from the date such fraudulent claim is presented.

**M. Appraisal**

If we and you disagree on the values of the gifts, **jewelry** or **attire**, or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction.

The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.

Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

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