



# EVANSTON INSURANCE COMPANY

## WEDDING CANCELLATION POLICY

**VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, AND WHAT IS AND IS NOT COVERED.**

Throughout this Policy the words "you" and "your" refer to the Insured Member shown in the "member certificate of insurance". The words "we", "us", and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to the Definitions section.

### SECTION I – COVERAGES

#### A. Cancellation Or Postponement Of Insured Event

##### 1. Insuring Agreement

We will indemnify you, in excess of the Deductible shown in the "member certificate of insurance", for all deposits forfeited and any nonrefundable amounts incurred due to contractual obligation by you or an "honoree" for transport, food, catering services, property and equipment rentals, hall and location rentals, accommodations (including travel arrangements and accommodations for a honeymoon, if applicable), "special attire", "special jewelry", flowers, "event photographs" and "event videos", entertainment, dated or perishable material, event planning and coordination, and expenses for hair, makeup, and nails of an "honoree" because of a necessary "cancellation" or "postponement", including a "cancellation" or "postponement" resulting from withdrawal of "leave". Expenses for hair, makeup, and nails of an "honoree" must be incurred on the day of the "insured event".

However:

- a. If the "insured event" includes a "destination reception", we will not indemnify you for any of the above mentioned charges paid or contracted to be paid by you or an "honoree" associated with the "destination reception" unless there is a "cancellation" or "postponement" of the ceremony; and
- b. We will not indemnify you for any items, services, or locations that you, an "honoree", or any "active participant" keeps, uses, or accepts following a "cancellation" or "postponement".

The maximum amount we will indemnify you under this Coverage A is the Cancellation Or Postponement Of Insured Event Limit shown in the "member certificate of insurance", regardless of the number of claims made under this Coverage A.

##### 2. Exclusions

We will not indemnify you for any loss caused directly or indirectly by any of the following:

- a. Any circumstances known to you or an "honoree" at the Date of Issue shown in the "member certificate of insurance" as likely to give rise to "cancellation" or "postponement".
- b. The non-appearance or unavailability of any person, including, but not limited to, non-appearance resulting from military deployment without withdrawal of "leave". However, this exclusion does not apply to:
  - (1) The involuntary non-appearance of you, an "honoree", any member of the "immediate family", or any "active participant";
  - (2) The involuntary non-appearance due to the activation of a United States military reservist, after purchase of this insurance, requiring deployment to a base more than 150 miles from the event location; or

- (3) Non-appearance or unavailability due to a weather condition described in exclusion **g.(1)** below that is so extreme as to prevent you, an "honoree", any member of the "immediate family", any "active participant", or more than half of the guests from reaching the "insured event", or which renders the event venue unusable or unsafe and you and the "honorees" have made all reasonable efforts to find another place to hold the "insured event".
- c. Withdrawal, insufficiency, or lack of financing available to you or an "honoree", regardless of cause.
  - d. The failure to provide timely notice to the contracted provider of any goods or services in order to diminish or avoid a loss after "cancellation" or "postponement" became necessary.
  - e. Prohibition of the "insured event" by local ordinance, regulation, or statute in existence as of the Date of Issue shown in the "member certificate of insurance".
  - f. "Cancellation" or "postponement" following a voluntary decision of you or an "honoree" not to proceed with or take part in the "insured event", including, but not limited to, a voluntary decision resulting from a change of heart or mind.
  - g. Any:
    - (1) "Cancellation" or "postponement" due to weather conditions, including, but not limited to, sun, heat, rain, snow, or ice, unless such weather conditions are so extreme as to prevent you, an "honoree", "immediate family", an "active participant", or more than half of the guests from reaching the "insured event", or which renders the "insured event" venue unusable or unsafe and you and the "honorees" have made all reasonable efforts to find another place to hold the "insured event".
    - (2) "Cancellation" or "postponement" due to an anticipated or actual extreme or catastrophic weather conditions, or acts of nature, such as hurricanes, tropical storms, typhoons, cyclones, earthquakes, tidal waves, tornadoes, northeasters, blizzards, ice storms, windstorms with winds in excess of 65 miles per hour, or similar conditions, volcanic eruptions, or floods that occur within 7 days after the Date of Issue shown in the "member certificate of insurance".
    - (3) "Cancellation" or "postponement" due to an anticipated or actual wildfire, whether man-made or otherwise, that occurs within 7 days after the Date of Issue
    - (4) Travel expenses or the cost of any cruise if the cruise ship must divert from its planned route due to above described weather if you or an "honoree" have embarked on the cruise.
  - h. Any loss otherwise covered by this Policy in respect of or consequent to the death, injury, illness, disablement, confinement, or compulsory quarantine of:
    - (1) Any person occurring or arising as a consequence of self-inflicted injuries, mental illness, or influence of alcohol or drugs (other than drugs taken in accordance with the treatment prescribed and directed by a qualified medical physician except drugs taken for the treatment of drug addiction);
    - (2) Any person due to any pre-existing medical condition known to you or an "honoree" at the Date of Issue shown in the "member certificate of insurance";
    - (3) Any person caused or contributed to by pregnancy commencing before the Date of Issue shown in the "member certificate of insurance", unless the expected date of delivery is more than 2 months after the "insured event" date;
    - (4) Any person resulting from a violation of law; or
    - (5) You or an "honoree" if you or an "honoree" has contracted for, arranged, or commenced the "insured event" against the advice of any medical practitioner.

## **B. Extra Expense**

### **Insuring Agreement**

We will indemnify you, in excess of the Deductible shown in the "member certificate of insurance", for extra expenses not originally contemplated or anticipated that are actually incurred by you or an "honoree" to avoid an otherwise necessary "cancellation" or "postponement", but only to the extent the extra expense incurred reduces the amount of loss that otherwise would have been payable under Coverage A.

We will pay only for comparable items, services, or locations. The replacement items, services, or locations must cost the least amount necessary to proceed with the "insured event".

The maximum amount we will indemnify you under this Coverage B is the Extra Expense Limit shown in the "member certificate of insurance", regardless of the number of claims made under this Coverage B.

## **C. Event Photographs And Videos**

### **1. Insuring Agreement**

We will indemnify you, in excess of the Deductible shown in the "member certificate of insurance", for the amount contracted to be paid by you or on your behalf to:

- a.** A professional photographer, should any of the following occur:
  - (1)** Non-appearance of the professional photographer contracted for the event;
  - (2)** Loss or direct physical damage to the original film, negatives, or images (whether film or digital) before copies are received by you or an "honoree", either before or after proof photographs; or
  - (3)** Non-development of the original film, negatives, or images (other than under or overexposure). This includes failure to load camera with film or failure to remove lens cap from camera.
- b.** A professional videographer, should any of the following occur:
  - (1)** Non-appearance of the professional videographer contracted for the event; or
  - (2)** Loss or direct physical damage to the original tape or recording before you or an "honoree" receive finished copies.

The maximum amount we will indemnify you under this Coverage C is the Photographs And Videos Limit shown in the "member certificate of insurance", regardless of the number of claims made under this Coverage C.

### **2. Exclusions**

We will not indemnify you for any loss caused directly or indirectly by any of the following:

- a.** Damage to "event photographs" or "event videos" arising from wear and tear, moth, vermin, atmospheric or climactic conditions, deterioration, depreciation, confiscation, or detention;
- b.** Failure of the "event photographs" or "event videos" to meet anyone's, including, but not limited to, the "honorees", expectations of style or quality, including the absence or clarity of sound or content; or
- c.** Any services in excess of those delineated in the original contract for "event photographs" or "event videos".

## **D. Event Gifts**

### **1. Insuring Agreement**

We will indemnify you, in excess of the Deductible shown in the "member certificate of insurance", for direct physical loss or damage to "event gifts" that results during the time period of 7 days before and 7 days after the "insured event", while the "event gifts" are at your or an "honoree's" home, at the "insured event" location, or in transit between any of these locations.

We will pay the full cost to repair or replace the lost or damaged "event gifts" without deduction for depreciation.

The maximum amount we will indemnify you under this Coverage D is the Event Gifts Limit shown in the "member certificate of insurance", regardless of the number of "event gifts" lost or damaged.

### **2. Exclusions**

We will not indemnify you for any loss or damage caused directly or indirectly by any of the following:

- a.** Theft or attempted theft of "event gifts" that is not reported to the police as soon as practicable after discovery of the theft;
- b.** Loss or damage arising from wear and tear, moth, vermin, deterioration, confiscation, or detention;
- c.** Loss or damage arising from atmospheric or climactic conditions (other than during the "insured event");
- d.** Loss or damage arising from theft or attempted theft of any "event gifts" left in any unattended vehicle unless the vehicle is fully locked and secured and where forced entry into the vehicle is visible;
- e.** Theft or disappearance of cash, checks, money orders, gift cards, or other instruments with a total stated cash value greater than \$250; or

- f. Mysterious disappearance.

## **E. Special Attire**

### **1. Insuring Agreement**

We will indemnify you, in excess of the Deductible shown in the "member certificate of insurance", for:

- a. Loss or damage to "special attire" occurring prior to the "insured event". We will pay:
  - (1) The cost of replacement for lost or damaged "special attire" of equal value;
  - (2) The cost to repair 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 "insured event".
- b. Loss or damage to "special attire" occurring during the "insured event". We will pay the lesser of:
  - (1) The cost to repair the "special attire"; or
  - (2) The reasonable market value of lost or damaged "special attire" (taking into account the variance in value between new and used attire), subject to a maximum payment of 50% of the original purchase price.

The maximum amount we will indemnify you under this Coverage E is the Special Attire Limit shown in the "member certificate of insurance", regardless of the number of "special attire" items lost or damaged.

### **2. Exclusions**

We will not indemnify you for any loss or damage caused directly or indirectly by any of the following:

- a. Theft or attempted theft of any "special attire" that is not reported to the police as soon as practicable after discovery of the theft;
- b. Damage arising from wear and tear, deterioration, confiscation, detention, or any process of cleaning, restoration, alteration, or repair;
- c. Damage arising from atmospheric or climactic conditions (other than during the "insured event");
- d. Loss or damage by theft or attempted theft of any "special attire" left in any unattended vehicle unless the vehicle is fully locked and secured and where forced entry into the vehicle is visible; or
- e. Mysterious disappearance.

## **F. Special Jewelry**

### **1. Insuring Agreement**

We will indemnify you, in excess of the Deductible shown in the "member certificate of insurance", for loss or damage to "special jewelry" occurring during the "insured event" or the 7 day period immediately preceding the "insured event".

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

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

The maximum amount we will indemnify you under this Coverage F is the Special Jewelry Limit shown in the "member certificate of insurance", regardless of the number of "special jewelry" items lost or damaged.

### **2. Exclusions**

We will not indemnify you for any loss or damage caused directly or indirectly by any of the following:

- a. Theft or attempted theft of any "special jewelry" that is not reported to the police as soon as practicable after discovery of the theft;
- b. Damage arising from wear and tear, deterioration, confiscation, detention, or any process of cleaning, restoration, alteration, or repair;
- c. Damage arising from atmospheric or climactic conditions (other than during the "insured event");

- d. Loss or damage by theft or attempted theft of any "special jewelry" left in any unattended vehicle unless the vehicle is fully locked and secured and where forced entry into the vehicle is visible; or
- e. Mysterious disappearance.

## **G. Loss Of Deposits**

### **1. Insuring Agreement**

We will indemnify you, in excess of the Deductible shown in the "member certificate of insurance", for any deposits paid by you or an "honoree" for the "insured event" related to:

- a. Transport, food, catering services, property and equipment rentals, hall and location rentals, accommodations (including travel arrangements and accommodations for a honeymoon, if applicable), "special attire", "special jewelry", flowers, "event photographs" and "event videos", entertainment, dated or perishable material, "insured event" planning or coordination, expenses for day of event hair, makeup, and nails of an "honoree" which are non-refunded as a direct result of a cessation of business operations prior to the "insured event" by the providing vendor; and
- b. Travel arrangements and accommodations on cruise ships which are non-refunded as a direct result of a cessation of business operations prior to the "insured event" by the providing vendor, provided that the "insured event" was to be held on the Cruise Ship designated in the "member certificate of insurance".

We will indemnify you only if the deposits paid by you or an "honoree" are not collectable from a vendor who fails to provide the event items, services, or locations it was obliged to provide under a written contract executed prior to the "insured event".

The maximum amount we will indemnify you under this Coverage G is the Loss Of Deposits Limit shown in the "member certificate of insurance", regardless of the number of deposits covered under this Coverage G.

### **2. Exclusions**

We will not indemnify you for any of the following:

- a. Any sum for which an amount has been paid under Coverage A of this Policy;
- b. Any lost deposits relating to "event photographs" or "event videos", if payment is made under Coverage C of this Policy;
- c. Any lost deposits relating to "event gifts", if payment is made under Coverage D of this Policy;
- d. Any lost deposits relating to "special attire", if payment is made under Coverage E of this Policy; or
- e. Any lost deposits relating to "special jewelry", if payment is made under Coverage F of this Policy.

## **H. Professional Counseling**

### **Insuring Agreement**

We will indemnify you, in excess of the Deductible shown in the "member certificate of insurance", for professional counseling as recommended by a medical physician if you or an "honoree" suffers emotional stress following the "cancellation" or "postponement" of the "insured event". We will pay such costs for up to one year following the date of the "insured event".

The maximum amount we will indemnify you under this Coverage H is the Professional Counseling Limit shown in the "member certificate of insurance", regardless of the number of claims made under this Coverage H.

## **SECTION II – GENERAL EXCLUSIONS**

The following general exclusions apply to all coverages.

We will not indemnify you for any loss, damage, cost, or expense caused directly or indirectly by:

### **A. Communicable Disease**

The actual or alleged exposure to, transmission of, or contraction of any "communicable disease", regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, or expense.

This exclusion applies even if "cancellation" or "postponement" is due to:

- a. Fear or threat of exposure to, transmission of, or contraction of any "communicable disease";

- b. Any governmental order or directive prohibiting or limiting gatherings due directly or indirectly to any "communicable disease" outbreak, epidemic, or pandemic; or
- c. The closure of the "insured event" location due directly or indirectly to the actual or alleged exposure to, transmission of, or contraction of any "communicable disease", even if such closure is voluntary.

This exclusion does not apply to:

An "honoree" or "active participant" contracting a "food borne disease" caused by food borne contamination.

**B. Intentional Loss**

Any act that you or an "honoree" commits or conspires to commit with the intent to cause a loss.

**C. Necessary Arrangements**

Your failure or the failure of an "honoree", any member of the "immediate family", or any "active participant" to make all necessary arrangements for the successful fulfillment of the "insured event" including, but not limited to, the provision of reasonable allowances for travel time, set-up, and rehearsal.

**D. Neglect**

The neglect of you or an "honoree" to use all reasonable means to mitigate any loss or damage, at and after the time of a loss, or when the "insured event" is in danger of "cancellation" or "postponement".

**E. Pollution**

The actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of "pollutants".

**F. Radioactive Contamination**

The actual or threatened nuclear reaction, nuclear radiation, or radioactive contamination, however such actual or threatened nuclear reaction, nuclear radiation, or radioactive contamination may have been caused.

**G. Riot, Looting, Civil Unrest, Or Commotion**

The actual or threatened riots, looting, civil unrest, or civil commotion.

**H. War**

Declared or undeclared war, civil war, insurrection, rebellion, revolution, war-like act by military force or military personnel, or destruction, seizure, or use of property for a military purpose, including the consequences of any of the foregoing. Discharge of a nuclear weapon is deemed an act of war even if it is accidental. However, this exclusion does not apply to loss otherwise covered hereunder arising from non-appearance of you or an "honoree".

**SECTION III – DEDUCTIBLE**

The Deductible shown in the "member certificate of insurance" shall apply separately to each occurrence under each coverage.

**SECTION IV – GENERAL CONDITIONS**

**A. Abandonment**

There shall be no abandonment of property or goods to us.

**B. Appraisal**

If you and we fail to agree on the amount of the loss, either you or we can demand in writing that the amount of the loss be set by appraisal. If either you or we make a written demand for appraisal, each party will select a competent, independent appraiser and notify the other party of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state of your residence to select an umpire.

The appraisers will then set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit their difference to the umpire. Written agreement signed by any two of these three will set the amount of the loss. The party selecting that appraiser will pay each appraiser. Other expenses and the compensation of the umpire will be paid equally by you and us. Our request for an appraisal or examination will not waive any of our rights.

### **C. Assignment**

This policy may not be assigned in whole or in part without our prior written consent.

### **D. Cancellation Or Nonrenewal**

#### **1. Cancellation Or Nonrenewal Of Member Certificate Of Insurance**

The "member certificate of insurance" may not be cancelled or nonrenewed, and the premium is fully earned and nonrefundable.

#### **2. Cancellation Or Nonrenewal Of Master Policy**

- a. The Risk Purchasing Group shown in the Declarations may cancel this policy by mailing written notice to us stating when the cancellation will be effective.
- b. We may cancel or nonrenew this policy by mailing to the Risk Purchasing Group shown in the Declarations, at the address shown in the Declarations, written notice stating when such cancellation or nonrenewal will be effective, which will not be less than:
  - (1) 90 days if we cancel for any reason other than nonpayment of premium;
  - (2) 10 days if we cancel for nonpayment of premium; or
  - (3) 45 days if we nonrenew;after such notice is mailed to the Risk Purchasing Group shown in the Declarations.
- c. The mailing of such notice will be sufficient proof of notice. The effective date of cancellation stated in the written notice will become the end of the policy period. Electronic delivery of such written notices by the Risk Purchasing Group shown in the Declarations will be equivalent to mailing.
- d. Cancellation or nonrenewal of this policy will not cut short the term of any "member certificate of insurance" as to which premium was paid and accepted by us before the end of the policy period. Each "member certificate of insurance" will remain in effect, subject to all of the terms and conditions of this policy, until such time as the individual "member certificate of insurance" expires, but in no case for a period longer than 12 months.

### **E. Currency**

Unless otherwise agreed to by us in writing, premiums and losses due hereunder shall be paid in United States dollars at the rates of exchange ruling when and where the loss occurs.

### **F. Duties In The Event Of Loss Or Damage**

When there is a loss this Policy may cover, you must do the following:

1. If a law may have been broken, you must notify the police as soon as practicable after discovery of the loss.
2. Report as soon as practicable to us or to our authorized representative in writing any loss or damage that may become a claim under this Policy.
3. File with us or our authorized representative 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 30 days after discovery of the loss. Such proof of loss should be accompanied with those documents that support your 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.
4. All times do and concur in doing all things necessary to avoid or diminish a loss, including "postponement" or "relocation" of the "insured event".
5. Take all reasonable precautions and actions, including, but not limited to, "postponement" or "relocation" of the "insured event", to avoid loss, destruction, damage, accidents, liability, and expense and to minimize any claim under this Policy.
6. If you or an "honoree" sustain any injury, or on the commencement of any illness other than an illness excluded under this insurance, which may cause the "insured event" to be cancelled, that person must seek medical care from a duly qualified medical doctor whose advice they shall follow. In such an event, you or the "honoree" must permit doctors of our choice to examine you or the "honoree" as often as we reasonably require.

**7. 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; and
- c.** Keep accurate records containing all relevant information and particulars of the "insured event" 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.

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

**G. False Or Fraudulent Acts**

Any fraud, intentional misstatement, or concealment in the application, or in the making of a claim or otherwise howsoever, shall render the "member certificate of insurance" void, and all claims under the "member certificate of insurance" will be forfeited.

**H. 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 must sign any papers and do whatever else is necessary to transfer this right to us. You must do nothing to affect our rights.

**I. Payment Of Claims**

Payment of covered claims under the respective coverages will be made to you and will not be duplicated.

**J. Premium**

You are responsible for payment to the Risk Purchasing Group of your individual "member certificate of insurance" premium. The premium for the "member certificate of insurance" is fully earned.

**K. Suit Against Us**

No action may be brought against us unless there has been compliance with the policy provisions.

**SECTION V – DEFINITIONS**

- A.** "Active participant" means the "insured event" officiate and any attendants of the "honorees".
- B.** "Cancellation" means the inability to proceed with the "insured event".
- C.** "Communicable disease" means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 1.** The substance or agent includes, but is not limited to, a virus, bacterium, parasite, or other organism or any variation thereof, whether deemed living or not;
  - 2.** The method of transmission, whether direct or indirect, includes, but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface, object, solid, liquid, or gas, or transmission between organisms; and
  - 3.** The disease, substance, or agent can cause or threaten damage to human health or human welfare, or can cause or threaten damage to, deterioration of, loss of value of, marketability of, or loss of use of property insured hereunder
- D.** "Destination reception" means any private reception that is more than 150 miles overland (including rail) from the accompanying ceremony site, or involves air or sea transportation to a destination other than the originating location.
- E.** "Event gifts" means any items of personal property which are given to the "honorees" in connection with the "insured event". However, "event gifts" do not include:
  - 1.** Cash or check gifts that total an amount greater than \$250;
  - 2.** Other cash equivalents that total an amount greater than \$250, including, but not limited to, bank notes, coins, bullion, gold other than goldware, silver other than silverware, platinum, tickets, financial securities, money orders, stamps, smart cards, or store-value cards;
  - 3.** Deeds;
  - 4.** Automobiles, aircraft, or watercraft; or



**5. Precious or semi-precious gemstones.**

- F.** "Event photographs" means photographs of the "insured event", taken or contracted to be taken by a professional photographer.
- G.** "Event videos" means video of the "insured event", taken or contracted to be taken by a professional videographer.
- H.** "Food borne disease" means illness caused by food contaminated with bacteria, viruses, parasites, or toxins.
- I.** "Honoree" or "honorees" means the persons named as Honorees in the "member certificate of insurance", and in whose honor or for whose benefit the "insured event" is being held.
- J.** "Immediate family" means the following relatives, whether by blood or legal adoption: grandparents, parents, siblings, and children of the "honorees".
- K.** "Insured event" means the ceremony and accompanying reception, if any, described and scheduled to take place in the "policy territory" on the date and at the place shown on your "member certificate of insurance" or at an alternate location when a "relocation" is necessary to avoid a "cancellation" or "postponement". "Insured event" includes any rehearsal dinner scheduled within 48 hours in advance of the event, but does not include any other scheduled activities including, but not limited to, showers and announcements parties.
- L.** "Leave" means the official permission granted to you or an "honoree" who is in full time active service in any branch of the United States military.
- M.** "Member certificate of insurance" means the document that identifies Insured Member and the "honorees", the company issuing this Policy, the issue date, the "insured event" date, the limits and deductible applicable to coverage, the event for which coverage is afforded, and other information relative to this insurance.
- N.** "Policy territory" means the United States and its territories and possessions, Puerto Rico, Canada, Mexico, Bermuda, the Caribbean Islands (excluding Cuba), and cruise ships leaving from a port within these territories.
- O.** "Pollutants" mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.
- P.** "Postponement" means the unavoidable deferment of the "insured event".
- Q.** "Relocation" means the unavoidable removal of the "insured event" to another location.
- R.** "Special attire" means the clothing (including alterations and fitting fees incurred), head wear, and shoes that you or an "honoree" owns, purchases, borrows, or rents that is specifically to be worn at the "insured event" by you, an "honoree" or any attendants of an "honoree". "Special attire" does not include watches, jewelry, or precious or semi-precious gemstones or pearls.
- S.** "Special jewelry" means jewelry (including watches and rings) that you or an "honoree" purchases, borrows, or rents specifically for personal decoration or exchange at the "insured event" by you or an "honoree". "Special jewelry" does not include engagement rings or jewelry that is not purchased, borrowed, or rented specifically in connection with the "insured event".



## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### SERVICE OF SUIT - CALIFORNIA

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Todd Crutch, Fraser Watson Crutch LLP, 100 West Broadway, Suite 650, Glendale, CA 91210-1201 and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner, or Director of Insurance or other official specified for that purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this policy, and hereby designates the above-named as to whom the said officer is authorized to mail such process or a true copy thereof.

Pursuant to Section 1772, et seq., of the California Insurance Code, a surplus line insurer may be sued upon any cause of action arising in this state under any surplus line insurance contract made by it, or any evidence of insurance issued or delivered by the surplus line broker, pursuant to the procedures set forth in Sections 1610 to 1620, inclusive.



## EVANSTON INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **SERVICE OF SUIT**

Except with respect to any policy issued in any state in which the Insurer is licensed as an admitted insurer to transact business, it is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Secretary, Legal Department, Markel Service, Incorporated, 10275 West Higgins Road, Suite 750, Rosemont, Illinois 60018, and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other official specified for that purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this policy, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.



## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

#### **Trade Or Economic Sanctions**

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.

SAMPLE



## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM (PROPERTY)

This endorsement modifies all commercial property coverage included in the policy that is subject to Sec. 102, (12) of the federal Terrorism Risk Insurance Act of 2002, as amended:

**A.** Subject to Paragraphs **B.** and **C.** below, this policy provides coverage for certified acts of terrorism.

As used in this endorsement, certified act of terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a certified act of terrorism include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**B.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and the insurer deductible under the Terrorism Risk Insurance Act has been met, the insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**C.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this policy, such as losses excluded by a nuclear hazard, war, or military action exclusion.

All other terms and conditions remain unchanged.