



MARKEL AMERICAN INSURANCE COMPANY

Special Event Cancellation Insurance

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SPECIAL EVENT CANCELLATION INSURANCE

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Section 1: Agreement

We will provide insurance described in this policy, subject to all policy terms and conditions, in return for your payment of the premium and compliance with all policy provisions. You have only those coverages for which limits are shown on the **declarations page**.

Section 2: Policy Period

This policy applies only to loss that occurs during the **policy period**. The **policy period** is from the date of issue on the **declaration page** to the scheduled conclusion of the **event** described on the **declarations page**, except where otherwise stated herein.

Section 3: Definitions

Throughout this policy, most words and phrases that have special meanings appear in bold.

Only the pronouns “we”, “us”, “our”, “you”, “your”, and “yours” are defined, but do not appear in bold. This section defines some of the more general terms used in this policy. **Bold** terms that are not listed in this section are defined in the sections in which they appear.

“You” and “your” refer to the named insured shown in the **declarations page**.

“We”, “us” and “our” means the company providing the insurance and named in the **declarations page**.

Active participant means the officiate and any attendants of the **honoree**.

Declarations page is the document that identifies the insured and the company issuing the policy; indicates the effective date of coverage, the amount for the respective coverages afforded under the policy; and describes the **event** for which coverage is afforded. The **declarations page** also lists the policy forms and endorsements that are also a part of this policy, as well as indicating any deductible to be applied to covered losses.

Destination reception means any private reception accompanying a ceremony that is more than 150 miles overland (including rail) from the ceremony site, or involves air or sea transportation with a destination other than the originating location.

Event means the private reception and accompanying ceremony, if any, described in the **declarations page** scheduled to take place on the date and at the place shown in the **declarations page**. If the **event** is a wedding, it includes any rehearsal dinner scheduled within 48 hours in advance of the **event**, but does not include any other scheduled activities including without limitation showers and announcements parties.

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 or persons named in the **declarations page** as **honoree**, and in whose honor or for whose benefit the **event** is being held.

Immediate family means the following relatives, whether by blood or legal adoption: grandparents, parents, siblings and children.

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

Pre-existing medical condition means a condition for which medical care, advice, consultation or treatment was received within twelve (12) months immediately preceding the policy issue date as shown in the **declarations page** 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 twelve (12) months preceding the policy issue date.

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 the optional **extended policy territory** is chosen and a surcharge paid, it also means the United Kingdom, Mexico, Bermuda and the Caribbean Islands (excluding Cuba) and cruise ships leaving from a port within these territories.

Postponement means the unavoidable deferment of the **event**.

Special attire means the clothing (including alterations and fitting fees incurred) and head wear or shoes that you or the **honoree** own, purchase or rent and is specifically to be worn at the **event** by you, the **honoree** or any

attendants of the **honoree**. **Special attire** does not include watches, jewelry or precious or semi-precious gemstones or pearls.

Special jewelry means jewelry (including watches and rings) that you or the **honoree** purchase or rent specifically for personal decoration or exchange at the **event** by you or the **honoree**. **Special jewelry** does not include engagement rings or jewelry that is not purchased or rented specifically in connection with the **event**.

Section 4: What We Insure

Coverage A: Cancellation or Postponement of Event

We will indemnify you, in excess of the deductible, for:

All deposits forfeited and any nonrefundable amounts incurred due to contractual obligation by you or the **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 and/or perishable material, **event** planning/coordination, and expenses for hair, makeup and nails of the **honoree** because of a necessary cancellation or **postponement** of the **event**, including a cancellation or **postponement** resulting from withdrawal of **leave**. Expenses for hair, makeup and nails of the **honoree** must be incurred on the day of the **event**.

If the **event** includes a **destination reception**, we will not indemnify you for any above mentioned charges paid or contracted to be paid by you or the **honoree** associated with the **destination reception** if the ceremony is not necessarily cancelled or subject to **postponement**.

We will not indemnify you for any items, services or locations that you, the **honoree** or any attendants keep, use or accept following a cancellation or **postponement** of the **event**.

With respect to the indemnity provided under Coverage A as set forth above, loss or damages must be proven separately for each portion of the **event**.

Coverage A: Exclusions

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

1. Any circumstances known to you or the **honoree** at the date of issue shown in the **declarations page** as likely to give rise to cancellation or **postponement** of the **event**.
2. The non-appearance or unavailability, except as otherwise provided in item 7 below, of any person; provided, however, that the foregoing shall not apply to the involuntary non-appearance of you, the **honoree**, or your or **honoree's immediate family**, or an **active participant** in the **event**. Non-appearance resulting from military deployment without withdrawal of **leave** is not considered an involuntary non-appearance; however, non-appearance from the activation of a United States military reservist, after purchase of the policy, requiring deployment to a base more than 150 miles from the **event** location is considered involuntary.
3. Lack of funds (other than by reason of unemployment of you or the **honoree** after the date of issue shown in the **declarations page** and qualifying for payment under the applicable unemployment statutes).
4. The failure to provide timely notice to the contracted provider of any goods or services in order to diminish or avoid a loss after it was necessary to cancel or postpone the **event**.
5. Prohibition of the **event** by local ordinance, regulation or statute in existence as of the date of issue shown in the **declarations page**.
6. Cancellation or **postponement** following a voluntary decision of you or the **honoree** not to proceed with or take part in the

event, including, without limitation, such voluntary decision resulting from a change of heart.

7. Any of the following weather conditions:
 - a. Weather conditions, including but not limited to sun, heat, rain, snow, or ice, unless such weather conditions are so extreme as to prevent you, the **honoree**, your or **honoree's immediate family**, an **active participant** in the **event** or more than half of the guests from reaching the **event**, or which renders the **event** venue unusable or unsafe and you and the **honoree** have made all reasonable efforts to find another place to hold the **event**.
 - b. Anticipated or actual extreme or catastrophic weather conditions, or acts of nature, such as hurricanes, tropical storms, typhoons, cyclones, earthquakes, tidal waves, tornadoes, nor easters, blizzards, ice storms, windstorms with winds in excess of 65 miles per hour, or similar conditions, volcanic eruptions, wildfires or floods that occur less than 15 days after the Issue Date shown on the **declarations page**.

We will not indemnify you, or the **honoree**, any travel expenses or the cost of any cruise if the cruise ship must divert from its planned route due to weather if you, or the **honoree**, have embarked on the cruise.

8. Any loss otherwise covered by the policy, if, in respect of or consequent to the death, injury, illness, disablement, confinement or compulsory 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 and directed 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 the **honoree** at the date of issue of the policy;
 - c. Any person caused or contributed to by

- pregnancy commencing before the date of issue of the policy, unless the expected date of delivery is more than two (2) months after the **event** date;
- d. Any person resulting from a violation of law; or
 - e. You or the **honoree** if you or they have contracted for, arranged, or commenced the **event** against the advice of any medical practitioner.

The maximum amount we will indemnify you for under Coverage A is the amount stated in the **declarations page** for Cancellation or Postponement of Event, regardless of the number of claims made under the policy.

Coverage B: Extra Expense

We will indemnify you, in excess of the deductible, for extra expenses not originally contemplated or anticipated that are incurred by you or the **honoree** to avoid an otherwise necessary cancellation or **postponement** of the **event**, but only to the extent it 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 **event**.

The maximum amount we will indemnify you for under Coverage B is the amount stated in the **declarations page** for "Extra Expense", regardless of the number of claims made under the policy.

Coverage C: Event Photographs and Video

We will indemnify you, in excess of the deductible, for:

1. The amount contracted to be paid by you, or on your behalf, to a professional photographer, should any of the following occur:
 - a. Non-appearance of the professional photographer contracted for the **event**;
 - b. Loss or direct physical damage to the original film or the negatives (whether film or digital) before copies are

- c. received by you or the **honoree**, either before or after proof photographs; or
- c. Non-development of the original film or negatives (other than under or overexposure). This includes failure to load camera with film or failure to remove lens cap from camera.

2. The amount contracted to be paid by you, or on your behalf, to a professional videographer, should any of the following occur:
 - a. Non-appearance of the professional videographer contracted for the **event**;
 - or
 - b. Loss or direct physical damage to the original tape before you or the **honoree** receive finished copies.

Coverage C: Exclusions

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

1. Damage to **event photographs** or **event video** arising from wear and tear, moth, vermin, atmospheric or climactic conditions, deterioration, depreciation, confiscation or detention; or
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 content.
3. Any services in excess of those delineated in the original contract for **event photographs** or **event video**.

The maximum amount we will indemnify you for under Coverage C is the amount stated in the **declarations page** for "Event Photographs and Video", regardless of the number of claims made under the policy.

Coverage D: Event Gifts

We will indemnify you, in excess of the deductible, for direct physical loss or damage to **event** gifts that results during the time period seven (7) days before and seven (7) days after the **event**, while at your or the **honoree's** home, at the **event**, or in transit between any of these locations.

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

Coverage D: Exclusions

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

1. Theft or attempted theft of **event** gifts that is not reported to the police as soon as practicable after discovery of the loss;
2. Damage arising from wear and tear, moth, vermin, deterioration, confiscation or detention;
3. Damage arising from atmospheric or climactic conditions (other than during the **event**);
4. Damage by theft or attempted theft of any **event** gifts left in any unattended vehicle unless the vehicle is fully locked and secured and where forcible and visible entry into the vehicle is made;
5. Theft or disappearance of cash, checks, money orders, gift cards or other instruments with a total stated cash value greater than \$300.00; or
6. Mysterious disappearance.

The maximum amount we will indemnify you for under Coverage D is the amount stated in the **declarations page** for "Event Gifts", regardless of the number of claims made under the policy.

Coverage E.: Special Attire

We will indemnify you, in excess of the deductible, for:

1. Loss or damage to **special attire** occurring prior to the **event**. We will pay at our option:
 - a. The cost of replacement for lost or stolen **special attire** of equal value;
 - b. The cost to repair damaged **special attire** not to exceed the original cost of the **special attire**; or

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

2. Loss or damage to **special attire** occurring during the **event**. We will pay at our option:

- a. The cost to repair the **special attire**; or
- b. 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 fifty percent (50%) of the original purchase price.

Coverage E: Exclusions

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

1. Theft or attempted theft of **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 alterations, wear and tear, moth or vermin;
4. Damage arising from atmospheric or climactic conditions (other than during the **event**); or
5. For **special attire** not purchased as new, loss or damage caused by any process or cleaning, restoration or repair.

The maximum amount we will indemnify you for under Coverage E is the amount stated in the **declarations page** for "Special Attire", regardless of the number of claims made under the policy.

Coverage F: Special Jewelry

We will indemnify you, in excess of the deductible, for loss or damage to **special**

jewelry occurring during the **event** or the seven (7) day period immediately preceding the **event**.

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 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.

Coverage F: Exclusions

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

1. Theft or attempted theft of any **special jewelry** that is not reported to the police as soon as practicable after discovery of the loss;
2. Damage arising from wear and tear, deterioration, confiscation, detention or any process of cleaning, restoration, alteration or repair;
3. Damage arising from atmospheric or climactic conditions (other than during the **event**);
4. 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 forcible and visible entry into the vehicle is made; or
5. Mysterious disappearance.

The maximum amount we will indemnify you for under Coverage F is the amount stated in the **declarations page** for "Special Jewelry", regardless of the number of claims made under the policy.

Coverage G: Loss of Deposits

We will indemnify you, in excess of the deductible, for:

1. Any deposits paid by you or the **honoree**

for the **event** related to 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 and/or perishable material, event planning/coordination, expenses for day of **event** hair, makeup and nails of the **honoree** which are non-refunded as a direct result of a cessation of business operations prior to the **event** by the providing vendor; and

2. Any deposits paid by you or the **honoree** for travel arrangements and accommodations on cruise ships which are non-refunded as a direct result of a cessation of business operations prior to the **event** by the providing vendor, provided that the **event** was to be held on the cruise ship designated in the **declarations page**.
3. Any deposits paid by you or the **honoree** that 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 **event**.

Coverage G: Exclusions

We will NOT indemnify you for any of the following:

1. Any sum for which an amount has been paid under Coverage A of this policy;
2. Any lost deposits relating to **event photographs** or **event videos**, if payment is made under Coverage C of this policy;
3. Any lost deposits relating to **event** gifts, if payment is made under Coverage D of this policy;
4. Any lost deposits relating to **special attire**, if payment is made under Coverage E of this policy; or
5. Any lost deposits relating to **special**

jewelry, if payment is made under Coverage F of this policy.

The maximum amount we will indemnify you for under Coverage G is the amount stated in the **declarations page** for “Loss of Deposits”, regardless of the number of claims made under the policy.

Coverage H: Professional Counseling

If you or the **honoree** suffers emotional stress following cancellation or **postponement** of the **event**, as covered under this policy, we will indemnify you, in excess of the deductible, for professional counseling, as recommended by a medical physician, up to one (1) year following the date of the **event**.

The maximum amount we will indemnify you for under Coverage H is the amount stated in the **declarations page** for “Professional Counseling”, regardless of the number of claims made under the policy.

Section 5: Deductible

The deductible shall apply separately to each and every occurrence under each coverage section listed in the **declarations page**.

Section 6: General Exclusions

The following general exclusions apply to all coverages:

1. **Radioactive Contamination** – 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.
2. **War**. We do not pay for loss that results from 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. It includes the consequences of these. Discharge of a nuclear weapon is deemed an act of war

even if it is accidental. This exclusion shall not apply to loss otherwise covered hereunder arising from non-appearance of you or the **honoree**.

3. **Neglect**. We do not pay for loss or damage arising from the neglect of you or the **honoree** 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**.
4. **Intentional Loss**. We do not pay for loss or damage arising out of any act that you or the **honoree** commits or conspires to commit with the intent to cause a loss.
5. **Infectious Disease**. We do not pay for loss or damage arising out of any of the following, including any fear or threat thereof, whether actual or perceived;
 - a. Any infectious disease, virus, bacterium or other microorganism;
 - b. Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

Section 7: 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 sixty (60) 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. Make all reasonable effort to find another place to hold the **event** if the original **event** location is closed on the date of the **event**.
5. Take all reasonable precautions and actions to avoid loss, destruction, damage, accidents, liability and expense and to minimize any claim under the policy.
6. If you or the **honoree** sustain any injury, or on the commencement of any illness, which may cause the **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 **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 under this policy unless you comply with the above duties in full.

Section 8: General 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.

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 this insurance void, and all claims hereunder shall be forfeited.

Payment of Claims. Payment of covered claims under the respective coverages will not be duplicated regardless of the number of insureds or **honorees** listed on the policy.

Suit Against Us. No action will be brought unless there has been compliance with the policy provisions and the action is started within 1 year after the alleged loss.

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.

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

Change or Waiver of Policy Provisions. If we make a change that broadens coverage under this edition of our policy without additional premium charge, the policy will automatically provide the broadened coverage when effective in your state. However, changes implemented through introduction of a subsequent edition of our policy forms will not be automatically provided. A waiver or any other change of a provision of this policy must be in writing by us to be valid.

Non-Cancellation. This insurance cannot be cancelled except for non-payment of premium. In the event of non-payment of premium, we may cancel this insurance upon fifteen (15) days written notice to you by certified or registered mail at the mailing address shown in the **declarations page**.

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.

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

Appraisal. If you and we fail to agree on the amount of the loss, either you or we can demand 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 twenty (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 fifteen (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.

This policy is signed at the Home Office of the company by its secretary and president.

**MARKEL AMERICAN INSURANCE
COMPANY
Glen Allen, Virginia**



Kathleen A. Sturgeon
Secretary



Matthew Parker
President