



Nationwide Mutual Insurance Company  
 One Nationwide Plaza  
 [MR-05-10]  
 Columbus, Ohio 43215

## SPECIAL EVENT CANCELLATION INSURANCE POLICY

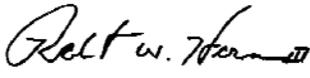
### DECLARATIONS PAGE

<b>Policy Number:</b>	[000-000-000]	<b>Date of Issue:</b>	[MM/DD/YYYY]	<b>Event Date:</b>	[MM/DD/YYYY]
<b>Policy Period:</b> From the date of issue as specified above until the scheduled or contracted completion of the Event, except where as otherwise provided herein.					
<b>Named Insured:</b>	[Policyholder First & Last Name]				
<b>Mailing Address:</b>	[Address (Street, City, State, Zip)]				
<b>Honoree(s):</b>	[List Names (First & Last)]				
<b>Insured Event:</b>	[Event Type]				
<b>Policy Premium:</b>	[\$]				
<b>FHCFA Tax (if applicable):</b>	[\$]				
<b>Total:</b>	[\$]				
<b>Event Location 1:</b>	[Venue Name & Address (Street, City, State, Zip, Country)]				
<b>Event Location 2:</b>	[Venue Name & Address (Street, City, State, Zip, Country)]				
<b>Event Location 3:</b>	[Venue Name & Address (Street, City, State, Zip, Country)]				
<b>Policy Coverage</b>	<b>Limit</b>		<b>Deductible</b>		
A. Cancellation/Postponement of Event	[\$]		\$25		
B. Extra Expense	[\$] [N/A]		\$25		
C. Event Photographs/Video	[\$] [N/A]		\$25		
D. Event Gifts	[\$] [N/A]		\$25		
E. Special Attire	[\$] [N/A]		\$25		
F. Special Jewelry	[\$] [N/A]		\$25		
G. Loss of Deposits	[\$] [N/A]		\$25		
H. Professional Counseling	[\$] [N/A]		\$25		
<b>Administered by:</b>	K&K Insurance Group, Inc. and Affinity Insurance Services, Inc. 1712 Magnavox Way 300 Jericho Quadrangle, 3 <sup>rd</sup> Floor Fort Wayne, IN 46804 Jericho, NY 11753				
For Policy Questions Call Toll Free: For Claims Call Toll Free:	877-723-3933 – Affinity Insurance Services, Inc. 800-237-2917 – K&K Insurance Group, Inc.				
<b>Policy Form(s):</b>	[Form name/number]				
<b>Countersignature (if required):</b>					

This Policy is issued in consideration of the application and payment and receipt by Us of premium. We will provide the benefits described in this Policy in return for the premium and compliance with all applicable provisions of this Policy. You have only those coverages for which limits are shown above on this Declarations Page.

All periods of insurance under this Policy begin and end at 12:01 am standard time at the Named Insured's address.

IN WITNESS WHEREOF, We have caused this Policy to be executed and attested.



Secretary



President

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## SECTION 1: DEFINITIONS

This section defines some of the more general terms used in this policy. Additional capitalized terms with a special meaning that are not listed in this section are defined in the sections in which they appear.

**Active Participant:** The officiant and any attendants of the Honoree.

**Declarations Page:** 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:** 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:** 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:** Photographs of the Event, taken or contracted to be taken by a professional photographer.

**Event Video:** Video of the Event, taken or contracted to be taken by a professional videographer.

**Honoree:** 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:** The following relatives, whether by blood or legal adoption: grandparents, step-grandparents, parents, step-parents, siblings, children and step-children.

**Leave:** 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:** 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. This definition does not apply to a condition that is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled (according to the treating physician) without any adjustment or change in the required prescription throughout the 30 60 day period prior to the Event date.

**Postponement:** The unavoidable deferment of the Event.

**Special Attire:** 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:** 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.

**Unusable or Unsafe:** (1) The building structure itself is unstable and there is a risk of collapse in whole or in part; (2) There is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (3) Immediate safety hazards have yet to be cleared, such as debris on roofs or downed electrical lines; or (4) The building is without electricity or water and/or is not suitable for human occupancy in accordance with local authority guidelines.

**We, Us and Our:** The company providing the insurance and named in the Declarations Page.

**You and Your:** The named insured shown in the Declarations Page.

## SECTION 2: COVERAGE PROVISIONS

### Coverage A: Cancellation or Postponement of Event

We will indemnify You, in excess of the Deductible, for all deposits forfeited and other charges paid or contracted to be paid by You or the Honoree for transport, 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, and entertainment expenses, because of a necessary cancellation or Postponement of the Event, including a cancellation or Postponement resulting from withdrawal of Leave.

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 Special Attire or Special Jewelry that You, the Honoree or any attendants retain 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 nonappearance; 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. Weather conditions, 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 confirmed guests from reaching the Event, or which renders the Event venue Unusable or Unsafe. We will not indemnify You, or the Honoree, for 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 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 or other video media 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 Videos arising from wear and tear, moth, vermin, atmospheric or climatic conditions, deterioration, depreciation, confiscation or detention; or
2. Failure of the Event Photographs or Event Videos 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 Videos.

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 climatic 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. 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 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 climatic 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 climatic 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, catering services, accommodations (including travel arrangements and accommodations for a honeymoon, if applicable), Special Attire, Special Jewelry, flowers, Event Photographs and Event Videos, and entertainment expenses, 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 3: DEDUCTIBLE**

The Deductible shall apply separately to each and every occurrence under each coverage section listed in the Declarations Page.

## **SECTION 4: GENERAL EXCLUSIONS**

The following general exclusions apply to all coverages.

We do not pay for loss or damage arising:

1. 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. 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, including 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. 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. out of any act that You or the Honoree commits or conspires to commit with the intent to cause a loss.

## **SECTION 5: 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 will be or 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 if You or the Honoree suffer an 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 6: GENERAL PROVISIONS

**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.

**Assignment of Benefits.** This policy may not be assigned in whole or in part without Our written 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. No agent, broker or sales representative may make any change in this Policy or waive any of its provisions.

**Conformity to State Law.** Any terms of the Policy that are in conflict with the statutes of the jurisdiction where issued, are amended to conform to the statutes.

**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.

**Entire Contract.** This Policy, including the application and endorsements, if any, constitutes the entire contract of insurance.

**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.

**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.

**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.

**Policy Territory:** 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 aboard cruise ships leaving from a port within these territories.

**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.