

<i>SERFF Tracking Number:</i>	<i>FRCS-125920716</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Avemco Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>5096-F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>Weather Insurance Filing</i>		
<i>Project Name/Number:</i>	<i>HCCH/77/77</i>		

Filing at a Glance

Company: Avemco Insurance Company
 Product Name: Weather Insurance Filing
 TOI: 09.0 Inland Marine
 Sub-TOI: 09.0005 Other Commercial Inland Marine
 Filing Type: Form

SERFF Tr Num: FRCS-125920716 State: Arkansas
 SERFF Status: Closed State Tr Num: EFT \$50
 Co Tr Num: 5096-F State Status: Fees verified and received
 Co Status: None Reviewer(s): Betty Montesi, Llyweyia Rawlins
 Authors: Exselsa Cartwright, Johnna Kemp Disposition Date: 12/05/2008
 Date Submitted: 12/04/2008 Disposition Status: Approved

Effective Date Requested (New): 01/05/2009
 Effective Date Requested (Renewal):
 State Filing Description:

Effective Date (New): 01/05/2009
 Effective Date (Renewal):

General Information

Project Name: HCCH/77
 Project Number: 77

Status of Filing in Domicile: Not Filed
 Domicile Status Comments: This filing is exempt from filing in the domicile state.

Reference Organization: N/A
 Reference Title: N/A
 Filing Status Changed: 12/05/2008
 State Status Changed: 12/05/2008
 Corresponding Filing Tracking Number:
 Filing Description:

Reference Number: N/A
 Advisory Org. Circular: N/A

Deemer Date:

The above referenced forms are being submitted for your review and approval. These are new forms and are not intended to replace any forms previously approved by your Department.

The captioned forms referenced Weather Insurance. Weather Insurance protects against adverse weather conditions that reduces attendance and revenue. It is designed to offset not only the revenue lost due to reduced attendance but

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 Project Name/Number: HCCH/77/77

other revenue sources such as concessions, food and parking. It can cover perils such as Rain, Snow, Wind and Temperature.

It is our understanding that rates are exempt from filing in your state.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

Company and Contact

Filing Contact Information

(This filing was made by a third party - FC01)

Exselsa Cartwright, Compliance Specialist exselsa.cartwright@firstconsulting.com
 1020 Central (800) 927-2730 [Phone]
 Kansas City, MO 64105 (816) 391-2755[FAX]

Filing Company Information

Avemco Insurance Company CoCode: 10367 State of Domicile: Maryland
 411 Aviation Way Group Code: 984 Company Type:
 Frederick, MD 21701 Group Name: State ID Number:
 (301) 694-5700 ext. [Phone] FEIN Number: 52-0795746

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: The fee in your state is \$50.00 per form filing. Therefore, the fee for this filing will be \$50.00.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Avemco Insurance Company	\$50.00	12/04/2008	24340244

SERFF Tracking Number: FRCS-125920716

State: Arkansas

Filing Company: Avemco Insurance Company

State Tracking Number: EFT \$50

Company Tracking Number: 5096-F

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Weather Insurance Filing

Project Name/Number: HCCH/77/77

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	12/05/2008	12/05/2008

SERFF Tracking Number: FRCS-125920716

State: Arkansas

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Company Tracking Number: 5096-F

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Weather Insurance Filing

Project Name/Number: HCCH/77/77

Disposition

Disposition Date: 12/05/2008

Effective Date (New): 01/05/2009

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: FRCS-125920716 State: Arkansas
 Filing Company: Avemco Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: 5096-F
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: Weather Insurance Filing
 Project Name/Number: HCCH/77/77

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Authorization	Approved	Yes
Form	Weather Insurance Policy Declarations	Approved	Yes
Form	Weather Insurance Policy	Approved	Yes
Form	Adverse Weather Endorsement	Approved	Yes
Form	Adverse Weather-Travel Advisory Endorsement	Approved	Yes
Form	Baseball Cancellation Endorsement	Approved	Yes
Form	Deductible Days Endorsement	Approved	Yes
Form	Dry Hours Endorsement	Approved	Yes
Form	Hurricane Endorsement	Approved	Yes
Form	Lightning Endorsement	Approved	Yes
Form	Sales Promotion-Deposit Endorsement	Approved	Yes
Form	Seasonal Snow Endorsement	Approved	Yes
Form	Seasonal Promotion Engagement Ring Endorsement	Approved	Yes
Form	Seasonal Snow by Inch Endorsement	Approved	Yes
Form	Wind Endorsement	Approved	Yes
Form	Weather Insurance Data Recognition Exclusion Endorsement	Approved	Yes
Form	Weather Insurance Application	Approved	Yes

SERFF Tracking Number: FRCS-125920716

State: Arkansas

Filing Company: Avemco Insurance Company

State Tracking Number: EFT \$50

Company Tracking Number: 5096-F

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Weather Insurance Filing

Project Name/Number: HCCH/77/77

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Weather Insurance Policy Declarations	83459	(10/08)	Declaration New s/Schedule		0.00	83459 10-08 Declaration Page REV. 11-08-08_dist.pdf
Approved	Weather Insurance Policy	83460	(10/08)	Policy/CoveNew rage Form		51.70	#83460 11-19-08 Weather Insurance Policy Wording - REV. 11-19-08_dist.pdf
Approved	Adverse Weather Endorsement	109111	(10/08)	Endorseme New nt/Amendm ent/Condi tions		41.20	109111 10-08 Adverse Weather Endorsemen t_dist.pdf
Approved	Adverse Weather-Travel Advisory Endorsement	109112	(10/08)	Endorseme New nt/Amendm ent/Condi tions		40.20	109112 10-08 Adverse Weather - Travel Advisory Endorsemen t_dist.pdf
Approved	Baseball Cancellation Endorsement	109113	(10/08)	Endorseme New nt/Amendm ent/Condi tions		56.40	109113 10-08 Baseball Cancellation Endorsemen t_dist.pdf
Approved	Deductible Days Endorsement	109114	(10/08)	Endorseme New nt/Amendm ent/Condi tions		44.10	109114 10-08 Deductible

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 Filing Company: Avemco Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: 5096-F
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: Weather Insurance Filing
 Project Name/Number: HCCH/77/77

				ons		Days
Approved	Dry Hours Endorsement	109115	(10/08)	Endorsement/Amendment/Conditions	72.50	109115 10-08 Dry Hours Endorsement_dist.pdf
Approved	Hurricane Endorsement	109116	(10/08)	Endorsement/Amendment/Conditions	41.80	109116 10-08 Hurricane Endorsement_dist.pdf
Approved	Lightning Endorsement	109117	(10/08)	Endorsement/Amendment/Conditions	42.00	109117 10-08 Lightning Endorsement_dist.pdf
Approved	Sales Promotion-Deposit Endorsement	109118	(10/08)	Endorsement/Amendment/Conditions	46.50	109118 10-08 Sales Promotion - Deposit Endorsement_dist.pdf
Approved	Seasonal Snow Endorsement	109119	(10/08)	Endorsement/Amendment/Conditions	54.20	109119 10-08 Seasonal by Storm Endorsement_dist.pdf
Approved	Seasonal Promotion Engagement Ring Endorsement	109120	(10/08)	Endorsement/Amendment/Conditions	47.70	X-109120 10-08 Seasonal Promotions - Engagement Ring-Final Copy_dist.pdf
Approved	Seasonal Snow by Inch Endorsement	109121	(10/08)	Endorsement/Amendment/Conditions	51.10	109121 10-08 Seasonal Snow by

SERFF Tracking Number: FRCS-125920716 State: Arkansas
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 Company Tracking Number: 5096-F
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: Weather Insurance Filing
 Project Name/Number: HCCH/77/77

				ons		Inch
Approved	Wind Endorsement	109122	(10/08)	Endorseme New nt/Amendm ent/Condi ons	42.70	Endorsemen t_dist.pdf 109122 10- 08 Wind Endorsemen t_dist.pdf
Approved	Weather Insurance Data Recognition Exclusion Endorsement	93461	(10/08)	Endorseme New nt/Amendm ent/Condi ons	42.40	#93461 DATE RECOGNITI ON EXCLUSION ENDORSEM ENT_dist.pdf
Approved	Weather Insurance Application	93688	(10/08)	Application/ New Binder/Enro llment	41.60	93688 10-08 Event Weather Application- REV. 11- 08_dist.pdf



AVEMCO INSURANCE COMPANY
 411 Aviation Way
 Frederick, Maryland 21701

WEATHER INSURANCE POLICY DECLARATIONS

Policy No.: _____

Renewal No.: _____

1. Named Insured:

Address: _____

2. Policy Period:

From _____ To _____
 (12:01 A.M. Standard Time at the address of the Named Insured)

3. Sum Insured:

Per occurrence: _____ Aggregate: _____

4. Insured Peril:

a. Description of Peril (only insured if checked below):

- RAIN _____
- SNOW _____
- WIND _____
- TEMPERATURE _____
- LIGHTNING _____
- FOG _____
- ADVERSE WEATHER _____

b. Date(s) of Insured Event: _____

c. Insured Hours: _____

d. Description of Insured Event: _____

e. Location of Insured Event: _____

f. Claim Verification Source: _____

5. Premium: _____

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer

 Authorized Representative



AVEMCO INSURANCE COMPANY
411 Aviation Way
Frederick, Maryland 21707

WEATHER INSURANCE POLICY

I. INSURING AGREEMENT

In consideration of the payment of the **Premium** specified in the Declarations made prior to the effective date of this Policy, we shall pay the **Sum Insured** specified for loss caused by an **Insured Peril**, subject to all the terms and conditions of the Policy.

II. DEFINITIONS

- A. **Average Sustained Wind** refers to a reading that is taken / recorded, excluding gusts, every 15 minutes with the average of four values given as the recorded average wind speed per hour.
- B. **Insured Event** refers to the event described in Subparagraph 4.d. of the Declarations on the Date(s) of **Insured Event**, **Insured Hours**, and Location of **Insured Event** noted in Subparagraphs 4.a., 4.c., and 4.e. of the Declarations.
- C. **Insured Hours** refers to the hours specified in Subparagraph 4.c. of the Declarations at the Standard Time of the day at the Location of Insured Event. Where Daylight Savings Time is in effect, Standard Time shall mean Daylight Savings Time.
- D. **Insured Peril** refers to the peril(s) described in Subparagraph 4.a. of the Declarations.
- E. **Lightning** refers to a severe electrical storm which occurs during the **Insured Hours** resulting in conditions which the Local Authority considers to pose serious threat to the safety of those attending the **Insured Event**.
- F. **Maximum Sustained Wind** refers to a reading that is taken/recorded, excluding gusts, every 15 minutes with the maximum of the four values given as the recorded maximum wind speed per hour.
- G. **Minimum Sustained Wind** refers to a reading that is taken/recorded, excluding gusts, every 15 minutes with the minimum of the four values given as the recorded minimum wind speed per hour.
- H. **Rain** refers to precipitation in the form of liquid water drops that have diameters greater than 0.5 mm, or, if widely scattered, the drops may be smaller.
- I. **Snow** refers to precipitation composed of white or translucent ice crystals, chiefly in complex branch hexagonal form and often agglomerated into snowflakes.
- J. **Sum Insured** is as shown in Paragraph 3. of the Declarations.
- K. **Temperature** refers to the degree, in Fahrenheit unless otherwise agreed to, of hotness or coldness of the environment.
- L. **We, us, our** refers to the company providing this insurance.
- M. **Wind measurements** must be recorded at a remote site using an anemometer having the capacity to record wind values to at least 50 miles per hour.
- N. **You or your** refers to the **Named Insured** listed in the Declarations.

III. EXCLUSIONS

This Policy does not cover loss caused by, resulting from, contributing to, or made worse by:

- A. Any peril or reason other than the **Insured Peril**.
- B. Any fraudulent or dishonest act(s) committed alone or in collusion with others by any employee, officer, director, partner, trustee, or any authorized representatives of the Insured, whether or not such act(s) be committed during regular business hours; or
- C. Any resultant changes in normal weather patterns caused by or resulting from, contributed to, or made worse by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled.

IV. GENERAL CONDITIONS

A. ASSIGNMENT

This Policy shall not be assigned or transferred without **our** written consent.

B. NOTICE OF CLAIM

You shall furnish us with Notice of Claim within thirty (30) days of the last day of the **Insured Event**. The notice should include the Insured's name and the Policy number. It should be sent to us care of Our Authorized Representative HCC Specialty Underwriters, Inc., 401 Edgewater Place, Wakefield, MA 01880.

C. CLAIMS HANDLING

1. In the event that the weather recording by the Claim Verification Source specified in Subparagraph 4.f. of the Declarations is not available to **us**, then the available recording from the Government Weather Bureau Station nearest the Location of Insured Event will be acceptable to **you** and **us**.

The Claim Verification Source for recording shall be as specified in the **Insured Peril** Section of the **Declarations**.

2. Within fifteen (15) days after we receive written Notice of Claim, we will:
 - a. Acknowledge receipt of the claim and
 - b. Begin investigation of the claim
3. Within thirty (30) days thereafter we will notify **you** in writing as to whether:
 - a. The claim will be paid;
 - b. The claim has been denied, and inform **you** of the reasons for denial;
 - c. More information is necessary; or
 - d. **We** need additional time to reach a decision. If we need additional time, we will inform **you** of the reasons for such need
4. If the claim is approved we will notify **you** in writing and pay the benefit within thirty (30) days thereafter.

D. MISREPRESENTATION AND FRAUD

This Policy shall be void if, whether before or after a loss, **you** have intentionally concealed or misrepresented any material fact or circumstances concerning:

1. This Policy including, but not limited to, any information provided in connection with the underwriting of the risk,
2. The event covered under this Policy;
3. **Your** interest in this insurance; or
4. Any claim under this Policy.

E. BOOKS AND RECORDS

We may examine **your** books and records as they relate to this coverage at any time during the Policy Period and up to two (2) years thereafter.

F. CONFORMANCE TO STATUTE

Terms of this Policy which are in conflict with the statutes of the state wherein this Policy is issued are amended to conform to the minimum requirements of such statutes.

G. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or stop us from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.

H. OTHER INSURANCE

If there is other insurance that applies to the loss caused by an **Insured Peril**, the amount otherwise payable under this Policy shall be reduced by the amount payable under such other insurance.

I. LEGAL ACTION AGAINST US

No one may bring a legal action against **us** under this Policy unless:

1. There has been full compliance with all the terms of this Policy; and
2. The action is brought within 2 years and 1 day after the completion of the **Insured Event** for which claim is made.

J. CANCELLATION

This policy cannot be cancelled by **you** or **us** after the premium has been received by **us** from **you**.

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer.

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. forms a part of

Policy No. Issued to:

By: **AVEMCO INSURANCE COMPANY**

ADVERSE WEATHER ENDORSEMENT

This endorsement modifies insurance provided under the following:

WEATHER INSURANCE POLICY

I. Subparagraphs 4. a. and 4. f. of the **Insured Peril** Section of the **WEATHER INSURANCE POLICY DECLARATIONS**, are deleted in their entirety and replaced with the following:

4. **Insured Perils:**

a. **Description of Peril:**

Adverse Weather occurs on the Date(s) of **Insured Event** during the **Insured Hours** resulting in the necessary **Event Cancellation** or **Abandonment** of the **Insured Event**.

f. **Claim Verification Source:**

You shall have the responsibility to prove that on the Date(s) of **Insured Event** during the **Insured Hours** **Adverse Weather** occurred resulting in the necessary **Event Cancellation** or **Abandonment** of the **Insured Event** and that all of the conditions required under the Policy have been met.

II. Subparagraphs **O.**, **P.**, **Q.** and **R.** are added to Section II. **DEFINITIONS** as follows:

O. **Adverse Weather** refers to extreme weather conditions which occur during the **Insured Hours** resulting in conditions which the **Local Authority** considers to pose serious threat to the safety of those attending the **Insured Event**.

P. **Event Cancellation** refers to the inability to proceed with the **Insured Event** prior to **Commencement Time**.

Commencement Time: _____

Q. **Abandonment** refers to the inability to complete **FIFTY (50) PERCENT** or more **Scheduled Event Hours** as noted below once the **Insured Event** has commenced.

Scheduled Event Hours: _____

R. **Local Authority** refers to:

- A. The governmental official or agency having responsibility for insuring public safety; or
- B. Where **you** and venue/facilities owner are different, the venue / facilities owner may be considered the Local Authority.

As agreed Local Authority shall be _____

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN THE SAME

Additional Premium:

Return Premium:

Credit Premium:

Effective Date:

Date of Issue:

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. forms a part of

Policy No. Issued to:

By: **AVEMCO INSURANCE COMPANY**

ADVERSE WEATHER - TRAVEL ADVISORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

WEATHER INSURANCE POLICY

I. Subparagraphs 4.a. and 4.f. of the **Insured Peril** Section of the **WEATHER INSURANCE POLICY DECLARATIONS** are deleted in their entirety and replaced with the following:

4. Insured Perils:

a. Description of Peril:

Adverse Weather occurs on the Date(s) of Insured Event during the **Insured Hours** resulting in the necessary **Event Cancellation** or **Abandonment** of the **Insured Event**.

f. Claim Verification Source:

You shall have the responsibility to prove that on the Date(s) of Insured Event during the **Insured Hours Adverse Weather** occurred resulting in the necessary **Event Cancellation** or **Abandonment** of the **Insured Event** and that all of the conditions required under the Policy have been met.

II. Paragraphs O., P., Q., and R. are added to Section II. **DEFINITIONS** of the **WEATHER INSURANCE POLICY** as follows:

O. **Adverse Weather** means a **Notice of Travel Advisory** and/or **Notice of No Unnecessary Travel Restriction** were issued.

Notice means public broadcast of a **Travel Advisory** and/or **No Unnecessary Travel** being imposed by an officially designated person or group of a **Municipality or County**, charged with the responsibility for protecting public safety, where hazardous road conditions exist solely and directly as a result of adverse weather conditions.

Travel Advisory means that caution is advised since hazardous driving conditions exist resulting solely and directly as a result of weather conditions.

No Unnecessary Travel Restriction means that hazardous driving conditions exist, and no unnecessary travel should take place resulting solely and directly as a result of weather conditions.

Municipality or County means that which includes the location in which the **Insured Event** is scheduled to take place.

P. **Event Cancellation** refers to the inability to proceed with the **Insured Event** prior to Commencement Time.

Commencement Time: _____

Q. **Abandonment** refers to the inability to complete FIFTY (50) PERCENT or more Scheduled Event Hours as noted below once the **Insured Event** has commenced.

Scheduled Event Hours: _____

R. **Local Authority** refers to:

A. The governmental official or agency having responsibility for insuring public safety; or

B. Where **you** and venue/facilities owner are different, the venue / facilities owner may be considered the Local Authority.]

As agreed Local Authority shall be _____

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN THE SAME

Additional Premium:

Return Premium:

Credit Premium:

Effective Date:

Date of Issue:

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. forms a part of

Policy No. Issued to:

By: **AVEMCO INSURANCE COMPANY**

BASEBALL CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

WEATHER INSURANCE POLICY

I. Paragraph 3. **Sum Insured** of the **WEATHER INSURANCE POLICY DECLARATIONS** is deleted in its entirety and replaced with the following:

3. **Sum Insured:**

Per Occurrence: _____

As scheduled below for each **Insured Event** during which the **Insured Peril** occurs, excess of the Deductible.

<u>Date(s) of Insured Event:</u>	<u>Sum Insured:</u>
XX/XX/XXXX	\$XXX
XX/XX/XXXX	\$XXX
XX/XX/XXXX	\$XXX

Deductible means the first XXX (X) **Insured Events** during which the **Insured Peril** occurs.

Aggregate: _____

\$XXX or a maximum of XXX (XX) **Insured Events** during which the **Insured Peril** occurs, whichever occurs first.

4. II. Subparagraph 4.a., 4.b., and 4.c. of the **Insured Peril Section** of the **WEATHER INSURANCE POLICY DECLARATIONS**, are deleted in their entirety and replaced with the following **Insured Peril**:

a. **Description of Peril:**

X/X (X/XX) inches or more of **Rain** accumulation during the **Insured Hours** which causes an **Insured Event** to be **Cancelled** as per **Major or Minor League Baseball Rules**, whichever is applicable.

b. **Dates(s) of Insured Event:** As Shown Above in Paragraph 3. **Sum Insured.**

c. **Insured Hours:** As applicable to the policy.

III. Paragraph O is added to Section II. DEFINITIONS of the WEATHER INSURANCE POLICY as follows:

O. **Cancelled as per Major or Minor League Baseball Rules** means that the **Insured Event** must be cancelled before the scheduled start time or before its completion as per the Complete Game Rules as set forth by **Major or Minor League Baseball Rules**. The game must not be played at all or be completed without the benefit of an independent or split game gate receipts.

It is understood and agreed that prior to game commencement; cancellation is to be deemed necessary by **you**. Once the game has commenced, cancellation is to be deemed necessary by a Major League Baseball Official.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN THE SAME

Additional Premium:

Return Premium:

Credit Premium:

Effective Date:

Date of Issue:

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. forms a part of

Policy No. Issued to:

By: **AVEMCO INSURANCE COMPANY**

DEDUCTIBLE DAYS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WEATHER INSURANCE POLICY

It is hereby noted and agreed that:

Paragraph 3. **Sum Insured** of the **WEATHER INSURANCE POLICY DECLARATIONS** is deleted in its entirety and replaced with the following:

3. Sum Insured:

Per Occurrence: \$XXX for each occurrence of the **Insured Peril** during the Date(s) of Insured Event, excess of the **Deductible**.

Deductible means the first XXX (X) occurrences of the **Insured Peril** during the Date(s) of Insured Event.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN THE SAME

Additional Premium:

Return Premium:

Credit Premium:

Effective Date:

Date of Issue:

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement, effective at 12:01 A.M. forms a part of

Policy No. Issued to:

By: **AVEMCO INSURANCE COMPANY**

DRY HOURS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WEATHER INSURANCE POLICY

I. Subparagraph 4.a. of the **Insured Peril** Section of the **WEATHER INSURANCE POLICY DECLARATIONS** is deleted in its entirety and replaced with the following:

4. **Insured Perils:**

a. Description of Peril: Any X(XX) of the X(XX) **Insured Hours** will be **Dry**

II. Paragraph O. is added to Section II. **DEFINITIONS** of the **WEATHER INSURANCE POLICY** as follows:

O. **Dry** refers to an hour in which less than X/X (x.xx) of an inch of **Rain** accumulation occurs. In order for a claim to be paid, it must **Rain** at least X/X (x.xx) on X(XX) or more **Insured Hours**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN THE SAME.

Additional Premium:

Return Premium:

Credit Premium:

Effective Date:

Date of Issue:

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. forms a part of

Policy No. Issued to:

By: AVEMCO INSURANCE COMPANY

HURRICANE ENDORSEMENT

This endorsement modifies insurance provided under the following:

WEATHER INSURANCE POLICY

I. Subparagraphs 4.a. and 4.e. of the Insured Peril Section of the WEATHER INSURANCE POLICY DECLARATIONS are deleted in their entirety and replaced with the following:

4. Insured Perils:

a. Description of Peril:

Hurricane tracks within one-hundred (100) miles of the Location of Insured Event, based on Latitude and Longitude, during the Insured Hours, causing necessary Event Cancellation or Abandonment of the Insured Event.

e. Location of Insured Event: (Street Address Lat/Long)

II. Paragraphs O., P., and Q. are added to Section II. DEFINITIONS as follows:

O. Hurricane refers to a Saffir-Simpson Hurricane Scale Category 1 tropical storm with wind speeds at or above 73.6 miles per hour; Category 2 tropical storm with wind speeds at or above 95.6 miles per hour; Category 3 tropical storm with wind speeds at or above 110.6 miles per hour; Category 4 tropical storm with wind speeds at or above 130.6 miles per hour and Category 5 tropical storm with wind speeds greater than 155 miles per hour.

P. Event Cancellation refers to the inability to proceed with the Insured Event prior to Commencement Time.

Commencement Time: _____

Q. Abandonment refers to the inability to complete FIFTY (50) PERCENT or more of the Scheduled Event Hours as noted below once the Insured Event has commenced.

Scheduled Event Hours: _____

III. Paragraph D. is added to Section III. EXCLUSIONS of the WEATHER INSURANCE POLICY as follows:

D. Any Hurricane, tropical storm or tropical depression identified by the National Hurricane Center at the time the coverage is bound.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN THE SAME.

Additional Premium:

Return Premium:

Credit Premium:

Effective Date:

Date of Issue:

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. forms a part of

Policy No. Issued to:

By: **AVEMCO INSURANCE COMPANY**

LIGHTNING ENDORSEMENT

This endorsement modifies insurance provided under the following:

WEATHER INSURANCE POLICY

I. Subparagraphs 4.a. and 4.f. of the **Insured Peril** Section of the **WEATHER INSURANCE POLICY DECLARATIONS** are deleted in their entirety and replaced with the following:

4. Insured Peril:

a. Description of Peril:

Lightning occurring in XX (XX) or more **Insured Hours** causing necessary **Event Cancellation** or **Abandonment** of the **Insured Event**.

f. Claim Verification Source:

a. The occurrence of **Lightning** shall be recorded by/at XXX.

b. **You** shall have the responsibility to prove that on the **Insured Event Date** during the **Insured Hours Lightning** occurred resulting in the necessary **Event Cancellation** or **Abandonment** of the **Insured Event** and that all of the conditions required under the Policy have been met.

II. Paragraphs O., P., and Q. are added to Section II. **DEFINITIONS** of the **WEATHER INSURANCE POLICY** as follows:

O. **Event Cancellation** refers to the inability to proceed with the **Insured Event** prior to **Commencement Time**.

Commencement Time: _____

P. **Abandonment** means the inability to complete **FIFTY (50) PERCENT** or more **Scheduled Event Hours** noted below once the **Insured Event** has commenced.

Scheduled Event Hours: _____

Q. **Local Authority** refers to:

- A. The governmental official or agency having responsibility for insuring public safety; or
- B. Where **you** and venue/facilities owner are different, the venue / facilities owner may be considered the Local Authority.

As agreed Local Authority shall be _____.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN THE SAME

Additional Premium:

Return Premium:

Effective Date:

Date of Issue:

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. forms a part of

Policy No. Issued to:

By: **AVEMCO INSURANCE COMPANY**

SALES PROMOTION - DEPOSIT ENDORSEMENT

This endorsement modifies insurance provided under the following:

WEATHER INSURANCE POLICY

I. Paragraph 3. **Sum Insured** of the **WEATHER INSURANCE POLICY DECLARATIONS** is deleted in its entirety and replaced with the following:

3. Sum Insured:

Per Occurrence: \$XXX represents fifty (50%) percent of the anticipated **Sum Insured** as projected during the sales period being [DATE] - [DATE] both dates inclusive. The final **Sum Insured** is based on final sales, up to but not exceeding \$XXX in all, as agreed to by **you** on or before [DATE].

Aggregate: Same as Per Occurrence

II. Paragraph 5. **Premium** of the **WEATHER INSURANCE POLICY DECLARATIONS** is deleted in its entirety and replaced with the following:

5. Premium: \$XXX is the minimum and non-refundable deposit **Premium** calculated based on the agreed rate multiplied by 50% of a projected **Sum Insured** of \$XXX during the sales period being [DATE] - [DATE] both dates inclusive. Final **Premium** is calculated based on the agreed rate multiplied by final sales, up to but not exceeding \$XXX in all, as agreed to by **you** on or before [DATE]. It is understood and agreed that there will be no return premium, regardless of final sales, as the deposit premium stated above is fully earned and non-refundable at time of inception.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN THE SAME

Additional Premium:

Return Premium:

Credit Premium:

Effective Date:

Date of Issue:

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. forms a part of

Policy No. Issued to:

By: **AVEMCO INSURANCE COMPANY**

SEASONAL SNOW STORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

WEATHER INSURANCE POLICY

I. Paragraph 3. **Sum Insured** of the **WEATHER INSURANCE POLICY DECLARATIONS** is deleted in its entirety and replaced with the following:

3. **Sum Insured:**

Per Occurrence: \$ XXX per each **Storm**, up to but not exceeding XXX (XX) **Storms** in all, excess of the **Deductible**.

Deductible means the first XX (X) **Storms** occurring during the Date(s) of Insured Event.

Aggregate: \$ XXX

II. Subparagraphs 4.a. and 4.c. of the **Insured Peril** Section of the **WEATHER INSURANCE POLICY DECLARATIONS** are deleted in their entirety and replaced with the following:

4. **Insured Peril:**

a. **Description of Peril:** Each **Storm**, up to but not exceeding XXX (XX) **Storms** in all, excess of the **Deductible**.

c. **Insured Hours:** The 24 hour recording period as maintained by the Claim Verification Source during the Date(s) of Insured Event.

III. Paragraphs O. and P. are added to Section III. **Definitions** of the **WEATHER INSURANCE POLICY** as follows:

O. **Storm or Storms** means XXX (XX) inches or more of newly fallen **Snow** accumulating during a **Climate Day** as recorded by the specified national weather station.

- P. **Climate Day** means the twenty-four (24) hour recording/measurement period as used by the specified Claim Verification Source.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN THE SAME

Additional Premium:

Return Premium:

Credit Premium:

Effective Date:

Date of Issue:

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. forms a part of

Policy No. Issued to:

By: **AVEMCO INSURANCE COMPANY**

SEASONAL PROMOTIONS - ENGAGEMENT RING ENDORSEMENT

This endorsement modifies insurance provided under the following:

WEATHER INSURANCE POLICY

- I. Paragraph 3. **Sum Insured** of the **WEATHER INSURANCE POLICY DECLARATIONS** is deleted in its entirety and replaced with the following:
 3. **Sum Insured:**

Per Occurrence:	Up to but not exceeding \$	for each Qualified Customer .
Aggregate:	Up to but not exceeding \$X per month beginning [DATE], subject to an aggregate limit of \$X in all. It is understood and agreed that the Sum Insured can be increased as needed based on Qualified Sales . Non-acceptance of an increased Sum Insured by us is subject to thirty (30) days written notice.	
- II. Subparagraphs 4.a., 4.b. and 4.c. of the **Insured Peril** Section of the **WEATHER INSURANCE POLICY DECLARATIONS** are deleted in their entirety and replaced with the following:
 4. **Insured Peril:**
 - a. **Description of Peril:** X (x.xx) inch or more of **Rain** () or **Snow** () accumulation
 - b. **Date(s) of Insured Event:** To be determined based on agreed upon dates at point of purchase with each **Qualified Customer** (the **Recording Date**) and reported to HCC Specialty Underwriters a minimum of ten (10) days prior to this agreed upon date.
 - c. **Insured Hours:** 12:00 PM (Noon) to 6:00 PM () or 6:00 PM to 11:59PM (Midnight) (). A **Qualified Customer** may choose either of the six hour time periods shown above.
- III. Paragraph 5. **Premium** of the **WEATHER INSURANCE DECLARATIONS** is deleted in its entirety and replaced with the following:
 5. **Premium:** \$X is the minimum and non-refundable deposit **Premium**. It is understood and agreed that the minimum non-refundable deposit **Premium** of \$X is paid as consideration for coverage for initial **Qualified Sales** satisfying this minimum premium requirement as made during the **Qualified Sales Period**. **Premium** is to be calculated by applying the value of **Qualified Sales** made multiplied by the rate in which the recording date/corresponding month's rate applies.

Following is the rating matrix to be applied:

RATES BY MONTH							
JANUARY	X.X%	APRIL	X.X%	JULY	X.X%	OCTOBER	X.X%
FEBURARY	X.X%	MAY	X.X%	AUGUST	X.X%	NOVEMBER	X.X%
MARCH	X.X%	JUNE	X.X%	SEPTEMBER	X.X%	DECEMBER	X.X%

Final premium is based on **Qualified Sales** for each corresponding month reported to HCC Specialty Underwriters, Inc.

IV. Paragraphs O., P., and Q. are added to Section II. **DEFINITIONS** of the **WEATHER INSURANCE POLICY** as follows:

O. **Qualified Sales** refers to merchandise purchased by customers from you during the **Qualified Sales Period** as per the official rules that attach to and form part of the Policy.

P. **Qualified Sales Period** refers to the period beginning MM/DD/YYYY through MM/DD/YYYY. The **Qualified Sales** period can be ceased by us with 30 days prior written notice.

Q. **Qualified Customer** refers to individuals who make **Qualified Sales** as per the official rules that attach to and form part of this Policy.

V. Paragraphs L. and M. are added to Section IV. **GENERAL CONDITIONS** of the **WEATHER INSURANCE POLICY** as follows:

NOTIFICATION OF SALES

L. On or prior to 5:00 p.m. EST, no later than ten (10) days following the close of each month, (the Reporting Date), you must provide us with the exact dollar amount in sales during the prior month. You understand and agree that this policy shall cover no more than the amount provided on or prior to these Reporting Date(s). It is agreed that under special circumstances, supplemental reporting will be necessary when a Recording Date occurs prior to this standard Reporting Date subject always to a minimum Reporting Date of ten (10) days prior to the actual recording date.

QUALIFIED SALES EXCEEDING RATING MATRIX

M. It is understood and agreed that if the individual **Qualified Sales** exceed \$X in the rating matrix shown in the Premium section of this Policy, such rating matrix does not apply. **Qualified Sales** of more than \$X must be referred to HCC Specialty Underwriters, Inc. individually, and are subject to individual rating and acceptance at that time.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN THE SAME

Additional Premium: N/A

Return Premium: N/A

Credit Premium: N/A

Effective Date: [DATE]

Date of Issue: [DATE]

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. forms a part of

Policy No. Issued to:

By: **AVEMCO INSURANCE COMPANY**

SEASONAL SNOW BY INCH ENDORSEMENT

This endorsement modifies insurance provided under the following:

WEATHER INSURANCE POLICY

I. Paragraph 3. Sum Insured of the **WEATHER INSURANCE POLICY DECLARATIONS** is deleted and replaced with the following:

3. Sum Insured:

Per Occurrence: \$XXX per each whole inch of newly fallen **Snow**, up to but not exceeding XXX (XX) inches in all, excess of the **Deductible**.

Deductible means the first XX (X) inches of newly fallen **Snow** accumulating during the Date(s) of Insured Event.

Aggregate: \$XXX

II. Subparagraph 4.a. of the **Insured Peril** Section of the **WEATHER INSURANCE POLICY DECLARATIONS** is deleted in its entirety and replaced with the following:

4. Insured Peril:

a. Description of Peril: Newly fallen **Snow**, up to but not exceeding XXX (XX) inches in all, excess of the **Deductible**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN THE SAME

Additional Premium:

Return Premium:

Credit Premium:

Effective Date:

Date of Issue:

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. forms a part of

Policy No. Issued to:

By: **AVEMCO INSURANCE COMPANY**

WIND ENDORSEMENT

This endorsement modifies insurance provided under the following:

WEATHER INSURANCE POLICY

I. Subparagraphs 4.a. and 4.f. of the Insured Peril Section of the WEATHER INSURANCE POLICY DECLARATIONS are deleted in their entirety and replaced with the following:

4. Insured Peril:

a. Description of Peril:

[Average or Maximum] Sustained Wind speed (excluding gusts) of meeting or exceeding XXX (XX) miles per hour, during the Insured Hours resulting in the necessary Event Cancellation or Abandonment of the Insured Event.

f. Claim Verification Source:

i. The occurrence of the Insured Peril noted in Section 4.a. shall be recorded by/at XXX.

ii. You shall have the responsibility to prove that on the Date(s) of Insured Event during the Insured Hours the Insured Peril occurred resulting in the necessary Event Cancellation or Abandonment of the Insured Event and that all of the conditions required under the Policy have been met.

II. Paragraphs O., P., and Q. are added to Section II. DEFINITIONS: of the WEATHER INSURANCE POLICY as follows:

O. Event Cancellation refers to the inability to proceed with the Insured Event prior to Commencement Time.

Commencement Time: _____

P. Abandonment means the inability to complete FIFTY (50) PERCENT or more of the Scheduled Event Hours noted below once the Insured Event has commenced.

Scheduled Event Hours: _____

Q. Local Authority refers to:

- A. The governmental official or agency having responsibility for insuring public safety; or
- B. Where **you** and venue/facilities owner are different, the venue / facilities owner may be considered the Local Authority.

As agreed Local Authority shall be _____.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN THE SAME

Additional Premium:

Return Premium:

Credit Premium:

Effective Date:

Date of Issue:

Authorized Representative



AVEMCO INSURANCE COMPANY
411 Aviation Way, Frederick, Maryland 21701

WEATHER INSURANCE APPLICATION

ADMINISTERED BY:

HCC SPECIALTY UNDERWRITERS, INC.
A SUBSIDIARY OF HCC INSURANCE HOLDINGS, INC.

401 Edgewater Place, Suite 400, Wakefield, Massachusetts 01880 Telephone: (781) 994-6000 Facsimile: (781) 994-6001 www.hccsu.com

Producer Company _____	Mailing Address _____
Producer Name _____	Facsimile No. _____
Telephone No. _____	Web Site Address _____
Email Address _____	E & O Insurance <input type="checkbox"/> Yes <input type="checkbox"/> No
Producer Licensed <input type="checkbox"/> Yes <input type="checkbox"/> No	
Producer's License Number _____	

Insured Name _____	Contact Person: _____
Insured Address _____	Telephone No: _____
Email Address _____	Facsimile No: _____

Has event had weather insurance coverage previously? _____	If yes, when: _____
If applicable, _____	Carrier used: _____
Loss History: _____	
Event Type: _____	Event Location(s): _____
	Zip Code(s): _____

Dates of Event	Scheduled Hours of Event	Hours of Coverage Requested	Limit Per Day
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

RAIN

I. Total Accumulation:	1/100" <input type="checkbox"/>	1/20" <input type="checkbox"/>	1/10" <input type="checkbox"/>	1/5" <input type="checkbox"/>	1/4" <input type="checkbox"/>	1/3" <input type="checkbox"/>	1/2" <input type="checkbox"/>	3/4" <input type="checkbox"/>	Other _____ <input type="checkbox"/>
II. Rain Free Hours:	Rain Free Hours Definition: _____				1/100" <input type="checkbox"/>	2/100" <input type="checkbox"/>	3/100" <input type="checkbox"/>	5/100" <input type="checkbox"/>	Other _____ <input type="checkbox"/>
_____ hours out of _____ hours									

ALTERNATIVE PERIL OPTIONS

<input type="checkbox"/> Snow _____	<input type="checkbox"/> Lightning _____	<input type="checkbox"/> Fog _____
<input type="checkbox"/> Temperature <input type="checkbox"/> MAX <input type="checkbox"/> MIN	<input type="checkbox"/> Hurricane _____	<input type="checkbox"/> Tornado _____
<input type="checkbox"/> Wind Speed _____	<input type="checkbox"/> Adverse Weather _____ Describe _____	<input type="checkbox"/> Other _____

Claim Settlement

- Closest National Weather Station (as identified by HCC Specialty Underwriters) _____
- On-Site Independent Weather Observer (to be approved by HCC Specialty Underwriters) _____
- Weather Watch (Third Party Doppler Radar Monitoring System) _____

If an approved independent weather observer is not secured by the applicant, for purposes of claim verification, HCC Specialty Underwriters will designate the closest approved recording station in the terms of the contract. Should the applicant require additional information regarding an observer, please contact HCC Specialty Underwriters, Inc.



WEATHER INSURANCE APPLICATION

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO ARKANSAS, NEW MEXICO, WEST VIRGINIA AND MARYLAND APPLICANTS: ANY PERSON WHO KNOWINGLY, AND WILLINGLY, PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUTHORITIES

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

NOTICE TO LOUISIANA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO MAINE APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON, FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-1-10, 36 §3613.1).

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO VERMONT APPLICANTS: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON, FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

Coverage is subject to a completed application, full premium payment a minimum of 7 days prior to coverage inception, and acceptance/approval of HCC Specialty Underwriters, Inc.

WEATHER INSURANCE IS PREPAID, FULLY EARNED AND CANNOT BE CANCELLED

Agent/Broker
Signature _____
Date _____

Insured
Signature _____
Date _____

SERFF Tracking Number: FRCS-125920716

State: Arkansas

Filing Company: Avemco Insurance Company

State Tracking Number: EFT \$50

Company Tracking Number: 5096-F

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Weather Insurance Filing

Project Name/Number: HCCH/77/77

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: FRCS-125920716

State: Arkansas

Filing Company: Avemco Insurance Company

State Tracking Number: EFT \$50

Company Tracking Number: 5096-F

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Weather Insurance Filing

Project Name/Number: HCCH/77/77

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status:

Approved

12/05/2008

Comments:

Attachment:

AR Transmittal.pdf

Satisfied -Name: Authorization

Review Status:

Approved

12/05/2008

Comments:

Attachment:

Authorization.pdf

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # 5096

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

The above referenced forms are being submitted for your review and approval. These are new forms and are not intended to replace any forms previously approved by your Department.

The captioned forms referenced Weather Insurance. Weather Insurance protects against adverse weather conditions that reduces attendance and revenue. It is designed to offset not only the revenue lost due to reduced attendance but other revenue sources such as concessions, food and parking. It can cover perils such as Rain, Snow, Wind and Temperature.

It is our understanding that rates are exempt from filing in your state.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

22. Filing Fees (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: EFT
Amount: \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

© 2007 National Association of Insurance Commissioners

December 3, 2008

To: The Insurance Commissioner

Authorization

This letter, or a copy thereof, will authorize the consulting firm of First Consulting & Administration, Inc., Kansas City, Missouri, to represent this Company in matters before the Insurance Department.

This Authorization shall be valid until revoked by us.

AVEMCO Insurance Company

By:  _____

Title: Assistant Vice President, AVEMCO
Insurance Company
