

SERFF Tracking Number: MRKA-125636976 State: Arkansas  
Filing Company: Markel American Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: AREVLF-081  
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2022 Other  
Product Name: Event Liability  
Project Name/Number: AR Liability Forms Filing/AREVLF-081

## Filing at a Glance

Company: Markel American Insurance Company

Product Name: Event Liability

TOI: 17.2 Other Liability - Occurrence Only

Sub-TOI: 17.2022 Other

Filing Type: Form

Effective Date Requested (New): 07/01/2008

Effective Date Requested (Renewal):

State Filing Description:

SERFF Tr Num: MRKA-125636976 State: Arkansas

SERFF Status: Closed

Co Tr Num: AREVLF-081

Co Status:

Authors: Angel Wunrow, Diane Lunde

Date Submitted: 05/08/2008

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Disposition Date: 05/23/2008

Disposition Status: Approved

Effective Date (New):

Effective Date (Renewal):

## General Information

Project Name: AR Liability Forms Filing

Project Number: AREVLF-081

Reference Organization: none

Reference Title: none

Filing Status Changed: 06/13/2008

State Status Changed: 05/13/2008

Corresponding Filing Tracking Number: MRKA-125636977; AREVLF-081

Filing Description:

Enclosed please find the 2008 updates to our current Special Event Cancellation Program. The last program revision was filed and approved by your department effective November 8, 2004 under filing number AREVTF-041.

We have identified some areas for change as outlined below that will help us to become more competitive. Please note that there will be no impact on our current book since in force business does not renew. Coverage is purchased for

<i>SERFF Tracking Number:</i>	<i>MRKA-125636976</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Markel American Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AREVLF-081</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2022 Other</i>
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<i>Project Name/Number:</i>	<i>AR Liability Forms Filing/AREVLF-081</i>		

specific events on specific dates (ex. weddings) instead of a fixed policy term of one year, etc.

- Replaced Special Event Liability Policy,EVL100-0904 with EVL100-0708, which includes new policy language and terms. Please see the enclosed side by side comparison, for a complete description of changes.
- Replaced Special Event Liability Declarations Page, EVL101-0904 with EVL102-0708 due to formatting changes.
- Expanded Optional Coverages: Commercial Liquor Liability Exclusion Endorsement; Cancellation or Postponement of Event Coverage
- Removed the references to the cancellation program on the Forms Listing since the cancellation program is filed separately.

## Company and Contact

### Filing Contact Information

Angel Wunrow, Regulatory Compliance Specialist	awunrow@markelcorp.com
P.O. Box 906	(800) 236-2862 [Phone]
Pewaukee, WI 53072-0906	(262) 548-9790[FAX]

### Filing Company Information

Markel American Insurance Company	CoCode: 28932	State of Domicile: Virginia
P.O. Box 906	Group Code: 785	Company Type: Insurance Company

N14 W23800		
Pewaukee, WI 53072-0906	Group Name:	State ID Number:
(800) 236-2862 ext. [Phone]	FEIN Number: 54-1398877	

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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50 form filing fee.
Per Company:	No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Markel American Insurance Company	\$50.00	05/08/2008	20163284

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	06/13/2008	06/13/2008
Approved	Edith Roberts	05/23/2008	05/23/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Edith Roberts	05/13/2008	05/13/2008	Angel Wunrow	05/13/2008	05/13/2008

Industry  
Response

### Amendments

Item	Schedule	Created By	Created On	Date Submitted
Special Event Form Liability Insurance		Angel Wunrow	05/30/2008	05/30/2008

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
email request to re-open...see below	Reviewer Note	Edith Roberts	05/30/2008	

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## **Disposition**

Disposition Date: 05/23/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: Re-opened to accept typographical error correction...original approval date of 5/23/08 still effective.

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	EVL100 Side by Side	Approved	Yes
Supporting Document	AR Liability Forms Listing	Approved	Yes
Form	Declarations Page	Approved	Yes
Form (revised)	Special Event Liability Insurance	Approved	Yes
Form	Special Event Liability Insurance	Approved	Yes
Form	Commercial Liquor Liability Exclusion Endorsement	Approved	Yes
Form (revised)	Cancellation or Postponement Coverage- Arkansas	Approved	Yes
Form	Cancellation or Postponement Coverage- Arkansas	Approved	Yes

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## **Disposition**

Disposition Date: 05/23/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	EVL100 Side by Side	Approved	Yes
Supporting Document	AR Liability Forms Listing	Approved	Yes
Form	Declarations Page	Approved	Yes
Form (revised)	Special Event Liability Insurance	Approved	Yes
Form	Special Event Liability Insurance	Approved	Yes
Form	Commercial Liquor Liability Exclusion Endorsement	Approved	Yes
Form (revised)	Cancellation or Postponement Coverage- Arkansas	Approved	Yes
Form	Cancellation or Postponement Coverage- Arkansas	Approved	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 05/13/2008

Submitted Date 05/13/2008

Respond By Date

Dear Angel Wunrow,

This will acknowledge receipt of the captioned filing.

With reference to page 4 of Form EVL144-0708, this provision may not be binding. You must also state that the procedure does not waive any right of the insured as well as the insurer.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

## Response Letter

Response Letter Status Submitted to State

Response Letter Date 05/13/2008

Submitted Date 05/13/2008

Dear Edith Roberts,

### Comments:

#### Response 1

Comments: Dear Edith Roberts -

Thank you for your letter regarding our filing. Please note that the first sentence of the Appraisal provision on EVL144-0708 states: "A non-binding appraisal may take place if you and we fail to agree on the amount of the loss."

Further we have revised the last sentence of the same provision to include language that the procedure does not waive any right of the insured. Please see the revised EVL144-0708.

Please let me know if you have any additional questions or concerns.

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Best Regards,  
 Angel Wunrow

**Changed Items:**

No Supporting Documents changed.

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Cancellation or Postponement Coverage-Arkansas	EVL144-0708		Endorsement/Amendment/Conditions	New		0	EVL144-0708.pdf
<b>Previous Version</b>							
Cancellation or Postponement Coverage-Arkansas	EVL144-0708		Endorsement/Amendment/Conditions	New		0	EVL144-0708.pdf

No Rate/Rule Schedule items changed.

Sincerely,  
 Angel Wunrow, Diane Lunde

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**Amendment Letter**

Amendment Date:  
 Submitted Date: 05/30/2008

**Comments:**

Dear Ms. Roberts -

Following approval of this filing, we discovered a typographical error in Special Event Liability Policy EVL100-0708. We corrected the Currency provision on Page 7, (bottom of the right column).

Original version:

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 where and where the loss occurs."

Corrected version:

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."

The corrected form is attached in final print. We regret any inconvenience caused by our error.

Please let me know if you have any additional questions.

Best Regards,  
 Angel Wunrow

**Changed Items:**

**Form Schedule Item Changes:**

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Special Event Liability Insurance	EVL100-0708		Policy/C overage Form	Replaced	EVL100-0904	AREVTRR-041	0	EVL100-0708 with typo corrected.pdf

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Project Name/Number: AR Liability Forms Filing/AREVLF-081

**Reviewer Note**

**Created By:**

Edith Roberts on 05/30/2008 02:26 PM

**Subject:**

email request to re-open...see below

**Comments:**

From: Wunrow, Angel [mailto:awunrow@markelcorp.com]

Sent: Friday, May 30, 2008 2:13 PM

To: Betty Montesi

Subject: Request to Reopen SERFF Filing # MRKA-125636976

Dear P&C Intake Unit:

Following your department's of our Special Event Liability Policy EVL100-0708, we discovered a typographical error. Since the correction is being made prior to the implementation of this program in your state, we prefer to submit the correction with the same form number as used in SERFF filing# MRKA-125636976.

We kindly request to have your department's file #EFT \$50 (SERFF #MRKA-125636976) re-opened. If this is not the appropriate method to submit the change, please let me know and I will proceed accordingly.

Please let me know if you have any additional questions.

Best Regards,

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*Project Name/Number:* AR Liability Forms Filing/AREVLF-081  
Angel Wunrow

Regulatory Compliance Specialist

Markel American Insurance Company/

American Underwriting Managers

262-548-9880 ext. 3393

800-236-2862 ext. 3393

262-548-9790 (fax)

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Declarations Page	EVL102-0708		Declaration Replaced s/Schedule	Replaced Form #:0.00 EVL101-0904 Previous Filing #: AREVTRR-041		EVL102-0708.pdf
Approved	Special Event Liability Insurance	EVL100-0708		Policy/Coverage Form Replaced	Replaced Form #:0.00 EVL100-0904 Previous Filing #: AREVTRR-041		EVL100-0708 with typo corrected.pdf
Approved	Commercial Liquor Liability Exclusion Endorsement	EVL138-0708		Endorsement/Amendment/Conditions New		0.00	EVL138-0708.pdf
Approved	Cancellation or Postponement Coverage-Arkansas	EVL144-0708		Endorsement/Amendment/Conditions New		0.00	EVL144-0708.pdf



# MARKEL AMERICAN INSURANCE COMPANY

P.O. Box 906, Pewaukee, Wisconsin 53072-0906  
(800) 236-2862 [www.markelamerican.com](http://www.markelamerican.com)

## Special Event Liability Insurance Policy Declarations Page

<b>Policy Number:</b>	XX-XX-XXXX	<b>Date of Issue:</b>	XX-XX-XXXX	<b>Event Date:</b>	XX-XX-XXXX
<b>Policy Period:</b>	Date of event				
<b>Named Insured:</b>	First Name Last Name				
<b>Mailing Address:</b>	Address City, State Zip				
<b>Honoree(s):</b>	First Name Last Name & First Name Last Name				
<b>Insured Event:</b>	Event type				
<b>Policy Premium:</b>	\$Premium				
Surcharges and Taxes (if applicable):	\$Taxes				
1% FHCFA Tax: (if applicable):	\$FL Tax				
Multi Policy Discount (if applicable):	\$Multi Policy Discount				
<b>Total:</b>	\$Total				
<b>Event Location 1:</b>	Venue Name Address City, State Zip Country				
Hosting Facility Insured Extension: <input type="checkbox"/>	<i>(coverage applies if box checked)</i>				
<b>Event Location 2:</b>	Venue Name Address City, State Zip Country				
Hosting Facility Insured Extension: <input type="checkbox"/>	<i>(coverage applies if box checked)</i>				
<b>Event Location 3:</b>	Venue Name Address City, State Zip Country				
Hosting Facility Insured Extension: <input type="checkbox"/>	<i>(coverage applies if box checked)</i>				
<b>Policy Coverage:</b>	<b>Limit:</b>	<b>Deductible:</b>			
General Aggregate	\$Amount	\$Deductible			
Each Occurrence	\$Amount	\$Deductible			
Property Damage	\$Amount	\$Deductible			
<b>Administered by:</b>	[Affinity Insurance Services, Inc. 159 E. County Line Road Hatboro, PA 19040 <a href="http://www.wedsafe.com">www.wedsafe.com</a> ]				
For Policy Questions Call Toll Free: For Claims Call Toll Free:	[(877) 723-3933 (800) 236-3113]				
<b>Policy Form(s):</b>	[List policy form numbers] [List any endorsement form numbers]				
<b>Countersignature (if required):</b>					

Forms and endorsements made a part of this policy at inception are those which numbers are entered above.



**MARKEL AMERICAN INSURANCE COMPANY**

**Special Event Liability Insurance**

**Administrative Offices**  
**P.O. Box 906**  
**Pewaukee, WI 53072-0906**  
**800-236-2862**

## SPECIAL EVENT LIABILITY INSURANCE

<b>Section 1:</b>	<b>Agreement</b>
<b>Section 2:</b>	<b>Policy Period</b>
<b>Section 3:</b>	<b>Definitions</b>
<b>Section 4:</b>	<b>What We Insure</b>
<b>Section 5:</b>	<b>Bodily Injury, Property Damage, and Personal Injury Exclusions</b>
<b>Section 6:</b>	<b>Limits of Liability</b>
<b>Section 7:</b>	<b>Duties in the Event of Loss or Damage</b>
<b>Section 8:</b>	<b>Other Insurance</b>
<b>Section 9:</b>	<b>General Conditions</b>
<b>Section 10:</b>	<b>Hosting Facility Liability Coverage Option</b>

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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 to **incidents** on the date specified for the **event** described on the **declarations page** and to **accidents** occurring during **set up and break down**.

### **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.

“You”, “your” and **named insured(s)** means the individual, business, or organization and the **honoree** named in the **declarations page**.

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

**Accident** means an unexpected and unintended event, including continuous or repeated exposure to substantially the same general conditions that causes **bodily injury** or **property damage** and which arises out of the **event**.

**Bodily injury** means injury, sickness, disease or death of a person.

**Declarations page** is the document that identifies the **named insured** and the company issuing the policy. It 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. The **declarations page** also indicates an election of the hosting facility liability coverage option, if applicable, and in such event identifies the **hosting facility insured**.

**Event** means the private reception and accompanying ceremony, if any, described on the **declarations page**. **Event** includes **set up and break down** and any rehearsal or rehearsal dinner scheduled within 48 hours in advance of the **event** if the **event** is a wedding.

**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.

**Incident** is an **accident**, or an event, including a series of related offenses giving rise to an actual or alleged **personal injury** committed at the **event** location.

**Insured contract** means a contract or lease of facilities or premises, fixtures, improvements or contents, for use at, or as, the location of the **event**.

**Organizational Insured** means the following:

1. Sole owner, partners, or managers, and their spouses, of the organization named in the **declarations page**, but only with respect to the conduct of the business named in the **declarations page**.
2. The executive officers and directors of the organization named in the **declarations page**, but only with respect to the conduct of the business named in the **declarations page**.
3. **Volunteer workers**, but only while performing duties related to the business named in the **declarations page**; or your employees, but only for acts within the scope of their employment by you while performing duties related to the conduct of your business.

**Personal injury** means injury other than **bodily injury** that arises out of any of the following acts:

1. False arrest, false detention, or false imprisonment;
2. Malicious prosecution;
3. Wrongful entry or wrongful eviction;
4. Defamation, libel or slander; or
5. Invasion of privacy.

**Pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

**Policy Territory** means the United States and its territories and possessions, Puerto Rico, Canada and cruise ships leaving from a port within these territories.

**Property damage** means physical damage to or destruction of tangible property. It includes loss of use.

**Set up and break down** means decoration and removal of decoration at the **event**

location that occurs no more than 24 hours prior to the **event** and 24 hours after the **event**.

**Volunteer worker** means a person who is not your employee, and who donates his or her work or service and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work or service performed for you.

#### **Section 4: What We Insure**

##### **1. Bodily Injury, Property Damage and Personal Injury**

We will pay damages, including prejudgment interest, due to an **incident** for which you or an **organizational insured** is legally liable because of **bodily injury, property damage, or personal injury** arising out the **event**. We will defend any such suit seeking those damages, even if the allegations are false or groundless, with legal counsel of our choice. We may investigate any reported **incident** and may settle any claim for these damages as we think appropriate. We are not obligated to pay any claim or judgment, or defend any suit, if we have already exhausted the limit of liability set forth in the **declarations page** by paying judgments or settlements; or tendered to the court of jurisdiction the limit of liability set forth in the **declarations page**.

##### **2. Additional Payments**

In addition to the limit of liability for this coverage we will also pay:

- a. All costs we incur in the settlement of any claim or defense of any suit;
- b. Interest on damages awarded in any suit we defend accruing after judgment is entered and before we have paid, offered to pay, or deposited in court that portion of the judgment which is not more than our limit of liability;

- c. Premiums on appeal bonds and attachment bonds required in any suit we defend. We will not pay the premium for attachment bonds for an amount above our limit of liability. We have no obligation to apply for this type of bond;
- d. Loss of earnings of up to \$100 a day when we ask you or an **organizational insured** to attend trials or hearings; and
- e. Other reasonable expenses incurred at our request.

**Section 5: Bodily Injury, Property Damage and Personal Injury Exclusions**

We do not cover:

1. **Expected or Intended Injury**

**Bodily injury** or **property damage** caused by the intentional act, or at the direction, of anyone seeking coverage under this policy even if the **bodily injury**, or **property damage** is different from, or greater than, that which is expected or intended.

2. **Motor Vehicles, Motorized Vehicles, Aircraft or Watercraft**

**Bodily injury** or **property damage** arising out of the use, ownership, maintenance, or entrustment of any motor vehicle, motorized vehicle, aircraft or watercraft. Use includes loading or unloading. Motor vehicle or motorized vehicle includes any attached trailer.

This exclusion does not apply to negligence that originates at the **event** and arises independently of the use, ownership, maintenance, or entrustment of any motor vehicle, motorized vehicle, aircraft or watercraft. However, we do not cover **bodily injury** or **property damage** that arises out of any imposed vicarious liability, the failure to supervise, or the negligent supervision, of any person, by you or an **organizational insured** in connection with any motor vehicle, motorized vehicle, aircraft or watercraft.

3. **Other Premises**

**Bodily injury, property damage** or **personal injury** occurring away from the premises or place shown in the **declarations page**. However, **bodily injury** occurring away from the premises or place shown in the **declarations page**, but arising from the negligent conduct of the **named insured** or **organizational insured** at the premises or place shown in the **Declarations Page** for which they are liable, and not otherwise excluded, is covered.

4. **Other Than On the Event Date**

**Bodily injury**, or **property damage** occurring on any date other than the date shown as the **event** date on the **declarations page**, unless occurring during **set up and break down**. **Personal injury** occurring on any date other than the date shown as the **event** date in the **declarations page**. For the purpose of this exclusion, if the **event** continues past 12:00 a.m., at the location named on the **declarations page**, such continuation shall be considered as the **event** date.

5. **Commercial Liquor Liability**

**Bodily injury** or **property damage** for which anyone may be held liable by reason of:

- a. Causing or contributing to the intoxication of any person;
- b. Furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Violation of any law or regulation relating to the sale, distribution or use of alcoholic beverages.

However, part a. of this exclusion applies only if the person or entity seeking coverage is in the business of manufacturing, distributing, selling or furnishing alcoholic beverages.

## 6. Punitive or Exemplary Damages

We cannot be made to pay punitive or exemplary damages, fines or penalties.

## 7. Workers Compensation and Similar Laws

Any obligation of any person under any Workers Compensation, disability benefits, occupational injury or unemployment compensation or similar law.

## 8. Employer's Liability

Any **named insured** or **organizational insured** against **bodily injury** or **personal injury** to:

- a. any employee whose injury arises out of and in the course of their employment by you or an **organizational insured**; or
- b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above.

This exclusion applies:

- a. Whether you or the **organizational insured** may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay another entity that must pay damages because of the **injuries incurred**

## 9. Property in Care, Custody or Control

**Property damage** to property owned by, loaned to, rented to, or in the care, custody or control of you or any **organizational insured**. But this exclusion does not prevent coverage for liability for **property damage**, if otherwise covered, to the premises, fixtures or contents which a **named insured** or **organizational insured** rents or hires for use at, or as the location of, the **event**.

## 10. Contract or Bailment Liability

Damages for which any person seeking

coverage under this policy is obligated to pay by reason of assumption of liability in a contract or agreement or by bailment. However this exclusion does not eliminate coverage for **property damages**:

- a. That any person seeking coverage under this policy would have in the absence of the contract, bailment or agreement, and which are otherwise covered under this policy; or
- b. Assumed by a **named insured** in a contract or agreement that is an **insured contract**.

## 11. Bodily Injury or Personal Injury;

- a. To a **named insured**;
- b. To your partners or managers; a co-employee while in the course of his or her employment or performing duties related to the conduct of your business, or **volunteer workers** while performing duties related to the conduct of your business, if such **bodily injury** or **personal injury** is caused by a co-employee or another **volunteer worker**;
- c. To the spouse, child, parent, brother or sister of an employee injured as a consequence of paragraph b. above;
- d. For which there is any obligation to share damages with or repay another entity that must pay damages because of an injury described in paragraph b. or c. above;
- e. Arising out of the transmission of a communicable disease by you or an **organizational insured**; or
- f. Arising out of actual or threatened sexual abuse or molestation, corporal punishment, or physical or mental abuse.

## 12. Material Published With Knowledge of Falsity

**Personal injury** arising out of oral or written publication of material, if done by or at the direction of anyone seeking coverage with knowledge of its falsity.

### 13. Material Published Prior to Event Date

**Personal injury** arising out of oral or written publication of material whose first publication took place before the date of the **event** shown in the **declarations page**.

### 14. Criminal Acts

**Personal injury** arising out of a criminal act committed by or at the direction of anyone seeking coverage.

### 15. Breach of Contract

**Personal injury** arising out of a breach of contract.

### 16. Electronic Chatrooms or Bulletin Boards

**Personal injury** arising out of the use of an electronic chatroom or bulletin board.

### 17. Professional Services

**Bodily injury, property damage or personal injury** arising out of the rendering or failing to render professional services.

### 18. Pyrotechnics, Fireworks, and Laser Light Shows

**Bodily injury, property damage, or personal injury** arising out of the preparation or presentation of a pyrotechnic show, firework display, or laser light production.

### 19. Act or Omission of Provider

**Bodily injury, property damage or personal injury** arising out of the acts or omissions of any provider of goods or services in conjunction with the **event**, whether or not a paid contractor or vendor.

### 20. Pollution

**Bodily injury, property damage or personal injury** arising out of the presence of or the actual, alleged or threatened release, discharge, escape, dispersal, seepage or migration of **pollutants**. This exclusion does not apply to **bodily injury, property damage or personal injury** caused by heat, smoke or fumes from a hostile fire. As used in this exclusion a hostile fire is one which is unintended, breaks out from where it was intended to be, or becomes uncontrollable.

### 21. Pollution Expense

Any loss, cost or expense arising out of any governmental direction or request that you or any **organizational insured** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**.

## Section 6: Limits of Liability

1. The limits of liability shown in the **declarations page**, and the following provisions, establish the most we will pay regardless of the number of:
  - a. **Named insureds or organizational insureds**;
  - b. Claims made or suits brought;
  - c. **Hosting facility insureds**, if any;
  - d. Persons injured; or
  - e. Items of property damaged.
2. The general aggregate limit is the most we will pay for all damages to which this insurance applies regardless of the number of **incidents** occurring within the scope of this policy.
3. The each occurrence limit is the most we will pay for the total sum of all **bodily injuries, property damage or personal injuries** arising out of any one **incident**.

## **Section 7: Duties in the Event of Loss or Damage**

In the event of an **incident** you (or someone acting for you) must inform us, or our authorized representative, as soon as reasonably practicable. The notice must give:

1. The time, place and other facts; and
2. The names and addresses of all involved persons and witnesses.

In addition to providing us with notice, anyone claiming coverage under this policy must:

1. Cooperate with and assist us in any manner concerning a claim or suit;
2. Cooperate with us to enforce any right of contribution or indemnity from any person or organization who may have liability arising out of the **incident**;
3. Promptly send to us any legal papers received relating to any suit or claim; and
4. Submit to examinations by us, under oath, as we may reasonably require.

## **Section 8: Other Insurance**

The insurance we provide in this policy is primary.

## **Section 9: 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.

**Declarations.** By accepting this policy you agree that:

1. The statements on the application for this policy are your own;
2. This policy is issued in reliance upon the truth of those representations; and
3. This policy form, the **declarations page** and any endorsements listed on the **declarations page** include all agreements existing between you and us.

**False or Fraudulent Acts.** Any fraud, intentional misstatement or concealment in the application, or in making of a claim or otherwise howsoever, shall render this

insurance void, and all claims hereunder shall be forfeited. Submitting, or knowingly aiding or abetting another in presenting a claim under this policy will also render the insurance void and payment will be denied.

**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.

**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.

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

**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.

**Bankruptcy.** We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any person or entity otherwise entitled to coverage under this policy.

**Section 10: Hosting Facility Liability Coverage Option**

This coverage option provides primary liability insurance coverage for a **hosting facility insured**, subject to the definitions, exclusions, conditions and limits of liability of this policy. This option does not increase the limits of liability afforded by this policy.

**Hosting facility insured** means any facility, entity or site (including hotel, restaurant, hall or reception center) identified in the **declarations page** with Hosting Facility Insured Extension or on a certificate of insurance issued by us or our agent.

We will pay damages, including prejudgment interest, due to an **accident** for which a **hosting facility insured** becomes legally liable because of **bodily injury** or **property damage** arising out of the **event**. The liability coverage provided to a **hosting facility insured** applies only to liability of the **hosting facility insured** which results solely from fault or wrongdoing on the part of a **named insured** or **organizational insured**.

We will defend any such suit seeking those damages, even if the allegations are false or groundless, with legal counsel of our choice. We may investigate any **accident** and may settle any claim for these damages as we think appropriate. We are not obligated to pay any claim or judgment, or defend any suit, if we have already exhausted the limit of liability set forth in the **declarations page** by paying judgments or settlements.

**Additional Exclusions Applicable to Hosting Facility Insureds**

The exclusions of Section 5 of this policy apply and in addition:

1. No coverage is extended to a **hosting facility insured** for fault or wrongdoing

related to, arising from, or resulting from, in whole or in part, acts or omissions of the **hosting facility insured**, its employees or agents.

2. We do not cover any **hosting facility insured** against **bodily injury** to any employee of the **hosting facility insured** arising out of or in the course of their employment by the **hosting facility insured** or performing duties relating to the **hosting facility insured's** business.

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

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



Linda S. Rotz  
Secretary



T. Tamraz Grove  
President



# MARKEL AMERICAN INSURANCE COMPANY

## COMMERCIAL LIQUOR LIABILITY EXCLUSION ENDORSEMENT

In consideration of the premium paid, it is hereby agreed and understood that your policy is amended as follows:

Under **Section 5: Bodily Injury, Property Damage and Personal Injury Exclusions**, item 5. is deleted in its entirety and replaced with the following:

**5. Commercial Liquor Liability**

**Bodily injury** or **property damage** for which anyone may be held liable by reason of:

- a. Causing or contributing to the intoxication of any person;
- b. Furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Violation of any law or regulation relating to the sale, distribution or use of alcoholic beverages.

All other terms, conditions, and limitations of the policy remain unchanged.



## CANCELLATION OR POSTPONEMENT OF EVENT COVERAGE ARKANSAS

In consideration of the premium paid, it is hereby agreed and understood that your Special Event Liability Insurance policy is amended by adding the following:

### Cancellation or Postponement of Event Coverage

#### Additional Definitions

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

**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 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.

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

**Leave** means 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.

**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**.

### What We Insure

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

## CANCELLATION OR POSTPONEMENT OF EVENT COVERAGE ARKANSAS

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 this coverage as set forth above, loss or damages must be proven separately for each portion of the **event**.

### 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. 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 guests from reaching the **event**, or which renders the event venue unusable or unsafe.

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.

## CANCELLATION OR POSTPONEMENT OF EVENT COVERAGE ARKANSAS

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.
9. 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.
10. 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**.
11. 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**.
12. 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.

The maximum amount we will indemnify you for under Cancellation or Postponement of Event Coverage is \$5,000, regardless of the number of claims made under the policy.

### **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**.

## CANCELLATION OR POSTPONEMENT OF EVENT COVERAGE ARKANSAS

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.

### **General Conditions**

**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.

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

**Appraisal.** A non-binding appraisal may take place if you and we fail to agree on the amount of the loss. However, an appraisal will take place only if both you and we agree, voluntarily, to have the loss appraised. If you and we voluntarily agree to have the loss appraised, each party will select a competent, independent appraiser and notify the other party of the appraiser's identity within twenty (20) days of reaching the agreement for appraisal. 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 if acceptable to you and us; however, it will not restrict your right to trial by jury. 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 either your or our rights.

All other terms, conditions, and limitations of the policy remain unchanged.

<i>SERFF Tracking Number:</i>	<i>MRKA-125636976</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Markel American Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AREVLF-081</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2022 Other</i>
<i>Product Name:</i>	<i>Event Liability</i>		
<i>Project Name/Number:</i>	<i>AR Liability Forms Filing/AREVLF-081</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: MRKA-125636976 State: Arkansas  
Filing Company: Markel American Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: AREVLF-081  
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2022 Other  
Product Name: Event Liability  
Project Name/Number: AR Liability Forms Filing/AREVLF-081

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 05/23/2008

**Comments:**

**Attachments:**

AR Liability Forms - NAIC Trans 1.pdf  
AR Liability Forms - NAIC Trans 2.pdf

**Satisfied -Name:** EVL100 Side by Side **Review Status:** Approved 05/23/2008

**Comments:**

**Attachment:**

EVL100 Side by Side Comparison.pdf

**Satisfied -Name:** AR Liability Forms Listing **Review Status:** Approved 05/23/2008

**Comments:**

**Attachment:**

AR Liability Forms Listing 08.pdf

**Property & Casualty Transmittal Document (Revised 1/1/06)**

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>	<b>Group NAIC #</b>

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Markel American Insurance Company	Virginia	785-28932	54-1398877	

<b>5. Company Tracking Number</b>	<b>AREVLF-081</b>
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Angel Wunrow P.O. Box 906 Pewaukee, WI 53072-0906	Regulatory Compliance	800-236-2862 ext. 3393 262-548-9880 ext. 3393	262-548-9790	awunrow@markelcorp.com
<b>7.</b>	Signature of authorized filer		<i>Angel Wunrow</i>		
<b>8.</b>	Please print name of authorized filer		Angel Wunrow		

**Filing information** (see General Instructions for descriptions of these fields)

<b>9.</b>	Type of Insurance (TOI)	17.0 Other Liability
<b>10.</b>	Sub-Type of Insurance (Sub-TOI)	17.0000 Other Liability
<b>11.</b>	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
<b>12.</b>	Company Program Title (Marketing title)	Special Event Liability
<b>13.</b>	Filing Type	[ ] Rate/Loss Cost [ ] Rules [ ] Rates/Rules [X] Forms [ ] Combination Rates/Rules/Forms [ ] Withdrawal [ ] Other (give description)
<b>14.</b>	Effective Date(s) Requested	New: 07/01/08      Renewal:
<b>15.</b>	Reference Filing?	[ ] Yes [X] No
<b>16.</b>	Reference Organization (if applicable)	N/A
<b>17.</b>	Reference Organization # & Title	N/A
<b>18.</b>	Company's Date of Filing	05/07/08
<b>19.</b>	Status of filing in domicile	[ ] Not Filed [X] Pending [ ] Authorized [ ] Disapproved

## Property & Casualty Transmittal Document—

**20.** This filing transmittal is part of Company Tracking # [AREVLF-081](#)

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

Enclosed please find the 2008 updates to our current Special Event Cancellation Program. The last program revision was filed and approved by your department effective November 8, 2004 under filing number AREVTF-041.

We have identified some areas for change as outlined below that will help us to become more competitive. Please note that there will be no impact on our current book since in force business does not renew. Coverage is purchased for specific events on specific dates (ex. weddings) instead of a fixed policy term of one year, etc.

- Replaced Special Event Liability Policy, EVL100-0904 with EVL100-0708, which includes new policy language and terms. Please see the enclosed side by side comparison, for a complete description of changes.
- Replaced Special Event Liability Declarations Page, EVL101-0904 with EVL102-0708 due to formatting changes.
- Expanded Optional Coverages:
  - Commercial Liquor Liability Exclusion Endorsement;
  - Cancellation or Postponement of Event Coverage
- We removed the provisions that applied only to the cancellation program on the Forms Listing since the cancellation program is filed separately.

**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 #:** [Filing Fee submitted via SERFF 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.)**

## FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	AREVLF-081
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	AREVLR-081
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Declarations Page	EVL102-0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EVL101-0904	AREVTF-041
02	Special Event Liability Insurance	EVL100-0708	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EVL100-0904	AREVTF-041
03	Commercial Liquor Liability Exclusion	EVL138-0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Cancellation or Postponement of Event Coverage- Arkansas	EVL144-0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



**MARKEL AMERICAN INSURANCE COMPANY**

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**Special Event Liability Insurance**

**Administrative Offices**  
**P.O. Box 906**  
**Pewaukee, WI 53072-0906**  
**800-236-2862**

Deleted: 0904

## SPECIAL EVENT LIABILITY INSURANCE

Section 1:	Agreement
Section 2:	Policy Period
Section 3:	Definitions
Section 4:	What We Insure
Section 5:	Bodily Injury, Property Damage, and Personal Injury Exclusions
Section 6:	Limits of Liability
Section 7:	Duties in the Event of Loss or Damage
Section 8:	Other Insurance
Section 9:	General Conditions
Section 10:	Hosting Facility Liability Coverage Option

### 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 to **incidents** on the date specified for the **event** described on the **declarations page** and to **accidents occurring during set up and break down**.

### 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.

“You”, “your” and **named insured(s)** means the individual, business, or organization and the **honoree** named in the **declarations page**.

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

**Accident** means an unexpected and unintended event, including continuous or repeated exposure to substantially the same general conditions that causes **bodily injury** or **property damage** and which arises out of the **event**.

**Bodily injury** means injury, sickness, disease or death of a person.

**Declarations page** is the document that identifies the **named insured** and the company issuing the policy. It 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. The **declarations page** also indicates an election of the hosting facility liability coverage option, if applicable, and in such event identifies the **hosting facility insured**.

**Event** means the private reception and accompanying ceremony, if any, described on the **declarations page**. Event includes set up and break down and any rehearsal or rehearsal dinner scheduled within 48 hours in advance of the event if the event is a wedding.

**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.

**Incident** is an **accident**, or an event, including a series of related offenses giving rise to an actual or alleged **personal injury committed at the event location**.

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**Insured contract** means a contract or lease of facilities or premises, fixtures, improvements or contents, for use at, or as, the location of the **event**.

**Organizational Insured** means the following:

1. Sole owner, partners, or managers, and their spouses, of the organization named in the **declarations page**, but only with respect to the conduct of the business named in the **declarations page**.
2. The executive officers and directors of the organization named in the **declarations page**, but only with respect to the conduct of the business named in the **declarations page**.
3. Volunteer workers, but only while performing duties related to the business named in the **declarations page**; or your employees, but only for acts within the scope of their employment by you while performing duties related to the conduct of your business.

**Personal injury** means injury other than **bodily injury** that arises out of any of the following acts:

1. False arrest, false detention, or false imprisonment;
2. Malicious prosecution;
3. Wrongful entry or wrongful eviction;
4. Defamation, libel or slander; or
5. Invasion of privacy.

**Pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

**Policy Territory** means the United States and its territories and possessions, Puerto Rico, Canada and cruise ships leaving from a port within these territories.

**Property damage** means physical damage to or destruction of tangible property. It includes loss of use.

**Set up and break down** means decoration and removal of decoration at the **event**

location that occurs no more than 24 hours prior to the **event** and 24 hours after the **event**.

**Volunteer worker** means a person who is not your employee, and who donates his or her work or service and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work or service performed for you.

#### **Section 4: What We Insure**

##### **1. Bodily Injury, Property Damage and Personal Injury**

We will pay damages, including prejudgment interest, due to an **incident** for which you or an **organizational insured** is legally liable because of **bodily injury, property damage, or personal injury** arising out the **event**. We will defend any such suit seeking those damages, even if the allegations are false or groundless, with legal counsel of our choice. We may investigate any reported **incident** and may settle any claim for these damages as we think appropriate. We are not obligated to pay any claim or judgment, or defend any suit, if we have already exhausted the limit of liability set forth in the **declarations page** by paying judgments or settlements; or tendered to the court of jurisdiction the limit of liability set forth in the **declarations page**.

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##### **2. Additional Payments**

In addition to the limit of liability for this coverage we will also pay:

- a. All costs we incur in the settlement of any claim or defense of any suit;
- b. Interest on damages awarded in any suit we defend accruing after judgment is entered and before we have paid, offered to pay, or deposited in court that portion of the judgment which is not more than our limit of liability;

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- c. Premiums on appeal bonds and attachment bonds required in any suit we defend. We will not pay the premium for attachment bonds for an amount above our limit of liability. We have no obligation to apply for this type of bond;
- d. Loss of earnings of up to \$100 a day when we ask you or an **organizational insured** to attend trials or hearings; and
- e. Other reasonable expenses incurred at our request.

**Section 5: Bodily Injury, Property Damage and Personal Injury Exclusions**

We do not cover:

**1. Expected or Intended Injury**

**Bodily injury** or **property damage** caused by the intentional act, or at the direction, of anyone seeking coverage under this policy even if the **bodily injury**, or **property damage** is different from, or greater than, that which is expected or intended.

**2. Motor Vehicles, Motorized Vehicles, Aircraft or Watercraft**

**Bodily injury** or **property damage** arising out of the use, ownership, maintenance, or entrustment of any motor vehicle, motorized vehicle, aircraft or watercraft. Use includes loading or unloading. Motor vehicle or motorized vehicle includes any attached trailer.

This exclusion does not apply to negligence that originates at the event and arises independently of the use, ownership, maintenance, or entrustment of any motor vehicle, motorized vehicle, aircraft or watercraft. However, we do not cover **bodily injury or property damage** that arises out of any imposed vicarious liability, the failure to supervise, or the negligent supervision, of any person, by you or an **organizational insured** in connection with any motor vehicle, motorized vehicle, aircraft or watercraft.

**3. Other Premises**

**Bodily injury, property damage or personal injury** occurring away from the premises or place shown in the **declarations page**. However, **bodily injury** occurring away from the premises or place shown in the **declarations page**, but arising from the negligent conduct of the **named insured** or **organizational insured** at the premises or place shown in the **Declarations Page** for which they are liable, and not otherwise excluded, is covered.

**4. Other Than On the Event Date**

**Bodily injury, or property damage** occurring on any date other than the date shown as the **event date** on the **declarations page**, unless occurring during **set up and break down**. **Personal injury** occurring on any date other than the date shown as the **event date** in the **declarations page**. For the purpose of this exclusion, if the **event** continues past 12:00 a.m., at the location named on the **declarations page**, such continuation shall be considered as the **event date**.

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**5. Commercial Liquor Liability**

**Bodily injury or property damage** for which anyone may be held liable by reason of:

- a. Causing or contributing to the intoxication of any person;
- b. Furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Violation of any law or regulation relating to the sale, distribution or use of alcoholic beverages.

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However, part a. of this exclusion applies only if the person or entity seeking coverage is in the business of manufacturing, distributing, selling or furnishing alcoholic beverages.

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6. Punitive or Exemplary Damages

We cannot be made to pay punitive or exemplary damages, fines or penalties.

7. Workers Compensation and Similar Laws

Any obligation of any person under any Workers Compensation, disability benefits, occupational injury or unemployment compensation or similar law.

8. Employer's Liability

Any named insured or organizational insured against bodily injury or personal injury to:

- a. any employee whose injury arises out of and in the course of their employment by you or an organizational insured; or
b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above.

This exclusion applies:

- a. Whether you or the organizational insured may be liable as an employer or in any other capacity; and
b. To any obligation to share damages with or repay another entity that must pay damages because of the injuries incurred.

9. Property in Care, Custody or Control

Property damage to property owned by, loaned to, rented to, or in the care, custody or control of you or any organizational insured. But this exclusion does not prevent coverage for liability for property damage, if otherwise covered, to the premises, fixtures or contents which a named insured or organizational insured rents or hires for use at, or as the location of, the event.

10. Contract or Bailment Liability

Damages for which any person seeking

coverage under this policy is obligated to pay by reason of assumption of liability in a contract or agreement or by bailment. However this exclusion does not eliminate coverage for property damages:

- a. That any person seeking coverage under this policy would have in the absence of the contract, bailment or agreement, and which are otherwise covered under this policy; or
b. Assumed by a named insured in a contract or agreement that is an insured contract.

11. Bodily Injury or Personal Injury:

- a. To a named insured;
b. To your partners or managers: a co-employee while in the course of his or her employment or performing duties related to the conduct of your business, or volunteer workers while performing duties related to the conduct of your business, if such bodily injury or personal injury is caused by a co-employee or another volunteer worker;
c. To the spouse, child, parent, brother or sister of an employee injured as a consequence of paragraph b. above;
d. For which there is any obligation to share damages with or repay another entity that must pay damages because of an injury described in paragraph b. or c. above;
e. Arising out of the transmission of a communicable disease by you or an organizational insured; or
f. Arising out of actual or threatened sexual abuse or molestation, corporal punishment, or physical or mental abuse.

12. Material Published With Knowledge of Falsity

Personal injury arising out of oral or written publication of material, if done by or at the direction of anyone seeking coverage with knowledge of its falsity.

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13. Material Published Prior to Event Date

Personal injury arising out of oral or written publication of material whose first publication took place before the date of the event shown in the declarations page.

14. Criminal Acts

Personal injury arising out of a criminal act committed by or at the direction of anyone seeking coverage.

15. Breach of Contract

Personal injury arising out of a breach of contract.

16. Electronic Chatrooms or Bulletin Boards

Personal injury arising out of the use of an electronic chatroom or bulletin board.

17. Professional Services

Bodily injury, property damage or personal injury arising out of the rendering or failing to render professional services.

18. Pyrotechnics, Fireworks, and Laser Light Shows

Bodily injury, property damage, or personal injury arising out of the preparation or presentation of a pyrotechnic show, firework display, or laser light production.

19. Act or Omission of Provider

Bodily injury, property damage or personal injury arising out of the acts or omissions of any provider of goods or services in conjunction with the event, whether or not a paid contractor or vendor.

20. Pollution

Bodily injury, property damage or personal injury arising out of the presence of or the actual, alleged or threatened release, discharge, escape, dispersal, seepage or migration of pollutants. This exclusion does not apply to bodily injury, property damage or personal injury caused by heat, smoke or fumes from a hostile fire. As used in this exclusion a hostile fire is one which is unintended, breaks out from where it was intended to be, or becomes uncontrollable.

21. Pollution Expense

Any loss, cost or expense arising out of any governmental direction or request that you or any organizational insured test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize pollutants.

Section 6: Limits of Liability

1. The limits of liability shown in the declarations page, and the following provisions, establish the most we will pay regardless of the number of:
  - a. **Named insureds or organizational insureds;**
  - b. Claims made or suits brought;
  - c. **Hosting facility insureds**, if any;
  - d. Persons injured; or
  - e. Items of property damaged.
2. The general aggregate limit is the most we will pay for all damages to which this insurance applies regardless of the number of incidents occurring within the scope of this policy.
3. The each occurrence limit is the most we will pay for the total sum of all **bodily injuries, property damage or personal injuries** arising out of any one incident.

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## **Section 7: Duties in the Event of Loss or Damage**

In the event of an **incident** you (or someone acting for you) must inform us, or our authorized representative, as soon as reasonably practicable. The notice must give:

1. The time, place and other facts; and
2. The names and addresses of all involved persons and witnesses.

In addition to providing us with notice, anyone claiming coverage under this policy must:

1. Cooperate with and assist us in any manner concerning a claim or suit;
2. [Cooperate with us to enforce any right of contribution or indemnity from any person or organization who may have liability arising out of the incident;](#)
3. Promptly send to us any legal papers received relating to any suit or claim; and
4. Submit to examinations by us, under oath, as we may reasonably require.

## **Section 8: Other Insurance**

The insurance we provide in this policy is primary.

## **Section 9: 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.

**Declarations.** By accepting this policy you agree that:

1. The statements on the application for this policy are your own;
2. This policy is issued in reliance upon the truth of those representations; and
3. This policy form, the **declarations page** and any endorsements listed on the **declarations page** include all agreements existing between you and us.

**False or Fraudulent Acts.** Any fraud, intentional misstatement or concealment in the application, or in making of a claim or otherwise howsoever, shall render this

insurance void, and all claims hereunder shall be forfeited. Submitting, or knowingly aiding or abetting another in presenting a claim under this policy will also render the insurance void and payment will be denied.

**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.

**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.

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

**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 where and where the loss occurs.



ARKANSAS

Special Event Liability Forms Listing

<b>Form Number</b>	<b>Form Name</b>
EVL102-0708	Declarations Page
EVL100-0708	Special Event Liability Insurance
EVL119-0904	Arkansas Amendatory Endorsement
EVL138-0708	Commercial Liquor Liability Exclusion Endorsement
EVL144-0708	Cancellation or Postponement of Event Coverage - Arkansas

<i>SERFF Tracking Number:</i>	<i>MRKA-125636976</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Markel American Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AREVLF-081</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2022 Other</i>
<i>Product Name:</i>	<i>Event Liability</i>		
<i>Project Name/Number:</i>	<i>AR Liability Forms Filing/AREVLF-081</i>		

## Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

<b>Original Date:</b>	<b>Schedule</b>	<b>Document Name</b>	<b>Replaced Date</b>	<b>Attach Document</b>
No original date	Form	Special Event Liability Insurance	05/06/2008	EVL100-0708.pdf
No original date	Form	Cancellation or Postponement Coverage-Arkansas	05/06/2008	EVL144-0708.pdf



**MARKEL AMERICAN INSURANCE COMPANY**

**Special Event Liability Insurance**

**Administrative Offices**  
**P.O. Box 906**  
**Pewaukee, WI 53072-0906**  
**800-236-2862**

## SPECIAL EVENT LIABILITY INSURANCE

<b>Section 1:</b>	<b>Agreement</b>
<b>Section 2:</b>	<b>Policy Period</b>
<b>Section 3:</b>	<b>Definitions</b>
<b>Section 4:</b>	<b>What We Insure</b>
<b>Section 5:</b>	<b>Bodily Injury, Property Damage, and Personal Injury Exclusions</b>
<b>Section 6:</b>	<b>Limits of Liability</b>
<b>Section 7:</b>	<b>Duties in the Event of Loss or Damage</b>
<b>Section 8:</b>	<b>Other Insurance</b>
<b>Section 9:</b>	<b>General Conditions</b>
<b>Section 10:</b>	<b>Hosting Facility Liability Coverage Option</b>

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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 to **incidents** on the date specified for the **event** described on the **declarations page** and to **accidents** occurring during **set up and break down**.

### **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.

“You”, “your” and **named insured(s)** means the individual, business, or organization and the **honoree** named in the **declarations page**.

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

**Accident** means an unexpected and unintended event, including continuous or repeated exposure to substantially the same general conditions that causes **bodily injury** or **property damage** and which arises out of the **event**.

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**Declarations page** is the document that identifies the **named insured** and the company issuing the policy. It 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. The **declarations page** also indicates an election of the hosting facility liability coverage option, if applicable, and in such event identifies the **hosting facility insured**.

**Event** means the private reception and accompanying ceremony, if any, described on the **declarations page**. **Event** includes **set up and break down** and any rehearsal or rehearsal dinner scheduled within 48 hours in advance of the **event** if the **event** is a wedding.

**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.

**Incident** is an **accident**, or an event, including a series of related offenses giving rise to an actual or alleged **personal injury** committed at the **event** location.

**Insured contract** means a contract or lease of facilities or premises, fixtures, improvements or contents, for use at, or as, the location of the **event**.

**Organizational Insured** means the following:

1. Sole owner, partners, or managers, and their spouses, of the organization named in the **declarations page**, but only with respect to the conduct of the business named in the **declarations page**.
2. The executive officers and directors of the organization named in the **declarations page**, but only with respect to the conduct of the business named in the **declarations page**.
3. **Volunteer workers**, but only while performing duties related to the business named in the **declarations page**; or your employees, but only for acts within the scope of their employment by you while performing duties related to the conduct of your business.

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1. False arrest, false detention, or false imprisonment;
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location that occurs no more than 24 hours prior to the **event** and 24 hours after the **event**.

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#### **Section 4: What We Insure**

##### **1. Bodily Injury, Property Damage and Personal Injury**

We will pay damages, including prejudgment interest, due to an **incident** for which you or an **organizational insured** is legally liable because of **bodily injury, property damage, or personal injury** arising out the **event**. We will defend any such suit seeking those damages, even if the allegations are false or groundless, with legal counsel of our choice. We may investigate any reported **incident** and may settle any claim for these damages as we think appropriate. We are not obligated to pay any claim or judgment, or defend any suit, if we have already exhausted the limit of liability set forth in the **declarations page** by paying judgments or settlements; or tendered to the court of jurisdiction the limit of liability set forth in the **declarations page**.

##### **2. Additional Payments**

In addition to the limit of liability for this coverage we will also pay:

- a. All costs we incur in the settlement of any claim or defense of any suit;
- b. Interest on damages awarded in any suit we defend accruing after judgment is entered and before we have paid, offered to pay, or deposited in court that portion of the judgment which is not more than our limit of liability;

- c. Premiums on appeal bonds and attachment bonds required in any suit we defend. We will not pay the premium for attachment bonds for an amount above our limit of liability. We have no obligation to apply for this type of bond;
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**Bodily injury** or **property damage** caused by the intentional act, or at the direction, of anyone seeking coverage under this policy even if the **bodily injury**, or **property damage** is different from, or greater than, that which is expected or intended.

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This exclusion does not apply to negligence that originates at the **event** and arises independently of the use, ownership, maintenance, or entrustment of any motor vehicle, motorized vehicle, aircraft or watercraft. However, we do not cover **bodily injury** or **property damage** that arises out of any imposed vicarious liability, the failure to supervise, or the negligent supervision, of any person, by you or an **organizational insured** in connection with any motor vehicle, motorized vehicle, aircraft or watercraft.

**3. Other Premises**

**Bodily injury, property damage** or **personal injury** occurring away from the premises or place shown in the **declarations page**. However, **bodily injury** occurring away from the premises or place shown in the **declarations page**, but arising from the negligent conduct of the **named insured** or **organizational insured** at the premises or place shown in the **Declarations Page** for which they are liable, and not otherwise excluded, is covered.

**4. Other Than On the Event Date**

**Bodily injury**, or **property damage** occurring on any date other than the date shown as the **event** date on the **declarations page**, unless occurring during **set up and break down**. **Personal injury** occurring on any date other than the date shown as the **event** date in the **declarations page**. For the purpose of this exclusion, if the **event** continues past 12:00 a.m., at the location named on the **declarations page**, such continuation shall be considered as the **event** date.

**5. Commercial Liquor Liability**

**Bodily injury** or **property damage** for which anyone may be held liable by reason of:

- a. Causing or contributing to the intoxication of any person;
- b. Furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Violation of any law or regulation relating to the sale, distribution or use of alcoholic beverages.

However, part a. of this exclusion applies only if the person or entity seeking coverage is in the business of manufacturing, distributing, selling or furnishing alcoholic beverages.

## 6. Punitive or Exemplary Damages

We cannot be made to pay punitive or exemplary damages, fines or penalties.

## 7. Workers Compensation and Similar Laws

Any obligation of any person under any Workers Compensation, disability benefits, occupational injury or unemployment compensation or similar law.

## 8. Employer's Liability

Any **named insured** or **organizational insured** against **bodily injury** or **personal injury** to:

- a. any employee whose injury arises out of and in the course of their employment by you or an **organizational insured**; or
- b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above.

This exclusion applies:

- a. Whether you or the **organizational insured** may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay another entity that must pay damages because of the **injuries incurred**

## 9. Property in Care, Custody or Control

**Property damage** to property owned by, loaned to, rented to, or in the care, custody or control of you or any **organizational insured**. But this exclusion does not prevent coverage for liability for **property damage**, if otherwise covered, to the premises, fixtures or contents which a **named insured** or **organizational insured** rents or hires for use at, or as the location of, the **event**.

## 10. Contract or Bailment Liability

Damages for which any person seeking

coverage under this policy is obligated to pay by reason of assumption of liability in a contract or agreement or by bailment. However this exclusion does not eliminate coverage for **property damages**:

- a. That any person seeking coverage under this policy would have in the absence of the contract, bailment or agreement, and which are otherwise covered under this policy; or
- b. Assumed by a **named insured** in a contract or agreement that is an **insured contract**.

## 11. Bodily Injury or Personal Injury;

- a. To a **named insured**;
- b. To your partners or managers; a co-employee while in the course of his or her employment or performing duties related to the conduct of your business, or **volunteer workers** while performing duties related to the conduct of your business, if such **bodily injury** or **personal injury** is caused by a co-employee or another **volunteer worker**;
- c. To the spouse, child, parent, brother or sister of an employee injured as a consequence of paragraph b. above;
- d. For which there is any obligation to share damages with or repay another entity that must pay damages because of an injury described in paragraph b. or c. above;
- e. Arising out of the transmission of a communicable disease by you or an **organizational insured**; or
- f. Arising out of actual or threatened sexual abuse or molestation, corporal punishment, or physical or mental abuse.

## 12. Material Published With Knowledge of Falsity

**Personal injury** arising out of oral or written publication of material, if done by or at the direction of anyone seeking coverage with knowledge of its falsity.

### 13. Material Published Prior to Event Date

**Personal injury** arising out of oral or written publication of material whose first publication took place before the date of the **event** shown in the **declarations page**.

### 14. Criminal Acts

**Personal injury** arising out of a criminal act committed by or at the direction of anyone seeking coverage.

### 15. Breach of Contract

**Personal injury** arising out of a breach of contract.

### 16. Electronic Chatrooms or Bulletin Boards

**Personal injury** arising out of the use of an electronic chatroom or bulletin board.

### 17. Professional Services

**Bodily injury, property damage or personal injury** arising out of the rendering or failing to render professional services.

### 18. Pyrotechnics, Fireworks, and Laser Light Shows

**Bodily injury, property damage, or personal injury** arising out of the preparation or presentation of a pyrotechnic show, firework display, or laser light production.

### 19. Act or Omission of Provider

**Bodily injury, property damage or personal injury** arising out of the acts or omissions of any provider of goods or services in conjunction with the **event**, whether or not a paid contractor or vendor.

### 20. Pollution

**Bodily injury, property damage or personal injury** arising out of the presence of or the actual, alleged or threatened release, discharge, escape, dispersal, seepage or migration of **pollutants**. This exclusion does not apply to **bodily injury, property damage or personal injury** caused by heat, smoke or fumes from a hostile fire. As used in this exclusion a hostile fire is one which is unintended, breaks out from where it was intended to be, or becomes uncontrollable.

### 21. Pollution Expense

Any loss, cost or expense arising out of any governmental direction or request that you or any **organizational insured** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**.

## Section 6: Limits of Liability

1. The limits of liability shown in the **declarations page**, and the following provisions, establish the most we will pay regardless of the number of:
  - a. **Named insureds or organizational insureds**;
  - b. Claims made or suits brought;
  - c. **Hosting facility insureds**, if any;
  - d. Persons injured; or
  - e. Items of property damaged.
2. The general aggregate limit is the most we will pay for all damages to which this insurance applies regardless of the number of **incidents** occurring within the scope of this policy.
3. The each occurrence limit is the most we will pay for the total sum of all **bodily injuries, property damage or personal injuries** arising out of any one **incident**.

## **Section 7: Duties in the Event of Loss or Damage**

In the event of an **incident** you (or someone acting for you) must inform us, or our authorized representative, as soon as reasonably practicable. The notice must give:

1. The time, place and other facts; and
2. The names and addresses of all involved persons and witnesses.

In addition to providing us with notice, anyone claiming coverage under this policy must:

1. Cooperate with and assist us in any manner concerning a claim or suit;
2. Cooperate with us to enforce any right of contribution or indemnity from any person or organization who may have liability arising out of the **incident**;
3. Promptly send to us any legal papers received relating to any suit or claim; and
4. Submit to examinations by us, under oath, as we may reasonably require.

## **Section 8: Other Insurance**

The insurance we provide in this policy is primary.

## **Section 9: 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.

**Declarations.** By accepting this policy you agree that:

1. The statements on the application for this policy are your own;
2. This policy is issued in reliance upon the truth of those representations; and
3. This policy form, the **declarations page** and any endorsements listed on the **declarations page** include all agreements existing between you and us.

**False or Fraudulent Acts.** Any fraud, intentional misstatement or concealment in the application, or in making of a claim or otherwise howsoever, shall render this

insurance void, and all claims hereunder shall be forfeited. Submitting, or knowingly aiding or abetting another in presenting a claim under this policy will also render the insurance void and payment will be denied.

**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.

**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.

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

**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 where and where the loss occurs.

**Bankruptcy.** We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any person or entity otherwise entitled to coverage under this policy.

**Section 10: Hosting Facility Liability Coverage Option**

This coverage option provides primary liability insurance coverage for a **hosting facility insured**, subject to the definitions, exclusions, conditions and limits of liability of this policy. This option does not increase the limits of liability afforded by this policy.

**Hosting facility insured** means any facility, entity or site (including hotel, restaurant, hall or reception center) identified in the **declarations page** with Hosting Facility Insured Extension or on a certificate of insurance issued by us or our agent.

We will pay damages, including prejudgment interest, due to an **accident** for which a **hosting facility insured** becomes legally liable because of **bodily injury** or **property damage** arising out of the **event**. The liability coverage provided to a **hosting facility insured** applies only to liability of the **hosting facility insured** which results solely from fault or wrongdoing on the part of a **named insured** or **organizational insured**.

We will defend any such suit seeking those damages, even if the allegations are false or groundless, with legal counsel of our choice. We may investigate any **accident** and may settle any claim for these damages as we think appropriate. We are not obligated to pay any claim or judgment, or defend any suit, if we have already exhausted the limit of liability set forth in the **declarations page** by paying judgments or settlements.

**Additional Exclusions Applicable to Hosting Facility Insureds**

The exclusions of Section 5 of this policy apply and in addition:

1. No coverage is extended to a **hosting facility insured** for fault or wrongdoing

related to, arising from, or resulting from, in whole or in part, acts or omissions of the **hosting facility insured**, its employees or agents.

2. We do not cover any **hosting facility insured** against **bodily injury** to any employee of the **hosting facility insured** arising out of or in the course of their employment by the **hosting facility insured** or performing duties relating to the **hosting facility insured's** business.

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

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



Linda S. Rotz  
Secretary



T. Tamraz Grove  
President



## CANCELLATION OR POSTPONEMENT OF EVENT COVERAGE ARKANSAS

In consideration of the premium paid, it is hereby agreed and understood that your Special Event Liability Insurance policy is amended by adding the following:

### Cancellation or Postponement of Event Coverage

#### Additional Definitions

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

**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 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.

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

**Leave** means 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.

**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**.

### What We Insure

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

## CANCELLATION OR POSTPONEMENT OF EVENT COVERAGE ARKANSAS

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 this coverage as set forth above, loss or damages must be proven separately for each portion of the **event**.

### 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. 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 guests from reaching the **event**, or which renders the event venue unusable or unsafe.

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.

## CANCELLATION OR POSTPONEMENT OF EVENT COVERAGE ARKANSAS

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.
9. 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.
10. 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**.
11. 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**.
12. 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.

The maximum amount we will indemnify you for under Cancellation or Postponement of Event Coverage is \$5,000, regardless of the number of claims made under the policy.

### **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**.

## CANCELLATION OR POSTPONEMENT OF EVENT COVERAGE ARKANSAS

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.

### **General Conditions**

**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.

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

**Appraisal.** A non-binding appraisal may take place if you and we fail to agree on the amount of the loss. However, an appraisal will take place only if both you and we agree, voluntarily, to have the loss appraised. If you and we voluntarily agree to have the loss appraised, each party will select a competent, independent appraiser and notify the other party of the appraiser's identity within twenty (20) days of reaching the agreement for appraisal. 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 if acceptable to you and us; however, it will not restrict your right to trial by jury. 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.

All other terms, conditions, and limitations of the policy remain unchanged.