

SERFF Tracking Number: AGNY-125741914 State: Arkansas  
 Filing Company: Commerce and Industry Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: AIC-08-IM-03  
 TOI: 09.0 Inland Marine Sub-TOI: 09.0008 Event Cancellation  
 Product Name: Weather Insurance Program - 151640288  
 Project Name/Number: Inland Marine/AIC-08-IM-03

## Filing at a Glance

Company: Commerce and Industry Insurance Company

Product Name: Weather Insurance Program - SERFF Tr Num: AGNY-125741914 State: Arkansas  
 151640288

TOI: 09.0 Inland Marine

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 09.0008 Event Cancellation

Co Tr Num: AIC-08-IM-03

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,  
 Llyweyia Rawlins

Author: Christine Wynter

Disposition Date: 08/01/2008

Date Submitted: 07/21/2008

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New): 08/01/2008

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):  
 08/01/2008

State Filing Description:

## General Information

Project Name: Inland Marine

Status of Filing in Domicile: Pending

Project Number: AIC-08-IM-03

Domicile Status Comments:

Reference Organization: N/A

Reference Number: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 08/01/2008

State Status Changed: 07/28/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Commerce and Industry Insurance Company (the "Company") has on file with your Department its Weather Insurance Program (the "Program"). The Company is filing to replace the forms on file (our filing nos. AIC-99-IM-01 and AIC-03-IM-01) with the forms included in this submission. Please refer to the attached forms listing and explanatory memorandum for information about the forms included in this filing. The Company will continue to use the rating methodology on file for this Program.

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Please refer to the attached blacklines to see revisions made to the previous versions of the policy, declarations page and application.

Your favorable consideration and approval are respectfully requested.

## Company and Contact

### Filing Contact Information

Christine Wynter, Filings Analyst Christine.wynter@aig.com  
 175 Water Street, 17th Floor (212) 458-7066 [Phone]  
 New York, NY 10038 (212) 458-7077[FAX]

### Filing Company Information

Commerce and Industry Insurance Company CoCode: 19410 State of Domicile: New York  
 70 Pine Street Group Code: Company Type:  
 New York, NY 10270 Group Name: State ID Number:  
 (212) 770-7000 ext. [Phone] FEIN Number: 13-1938623  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation: \$50.00 per group(1)=\$50.00  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Commerce and Industry Insurance Company	\$50.00	07/21/2008	21518670

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	08/01/2008	08/01/2008

*SERFF Tracking Number:*      *AGNY-125741914*                      *State:*                      *Arkansas*  
*Filing Company:*              *Commerce and Industry Insurance Company*      *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *AIC-08-IM-03*  
*TOI:*                      *09.0 Inland Marine*                      *Sub-TOI:*                      *09.0008 Event Cancellation*  
*Product Name:*              *Weather Insurance Program - 151640288*  
*Project Name/Number:*      *Inland Marine/AIC-08-IM-03*

## **Disposition**

Disposition Date: 08/01/2008

Effective Date (New): 08/01/2008

Effective Date (Renewal): 08/01/2008

Status: Approved

Comment:

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	Blackline - Weather Insurance Policy Declarations	Approved	Yes
Supporting Document	Blackline - Weather Insurance Policy	Approved	Yes
Supporting Document	Blackline - Weather Insurance Application	Approved	Yes
Supporting Document	Forms Listing	Approved	Yes
Form	Weather Insurance Policy Declarations	Approved	Yes
Form	Weather Insurance Policy	Approved	Yes
Form	Weather Insurance Application	Approved	Yes
Form	Adverse Weather Endorsement	Approved	Yes
Form	Adverse Weather - Travel Advisory Endorsement	Approved	Yes
Form	Baseball Cancellation Endorsement	Approved	Yes
Form	Deductible Days	Approved	Yes
Form	Dry Hours Endorsement	Approved	Yes
Form	Hurricane Endorsement	Approved	Yes
Form	Lightning Endorsement	Approved	Yes
Form	Sales Promotion - Deposit Endorsement	Approved	Yes
Form	Seasonal by Storm Endorsement	Approved	Yes
Form	Seasonal Promotions - Engagement Ring Endorsement	Approved	Yes
Form	Seasonal Snow By Inch Endorsement	Approved	Yes
Form	Wind Endorsement	Approved	Yes
Form	Weather Insurance Data Recognition Exclusion Endorsement	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Weather Insurance Policy Declarations	73459	(6/08)	Declaration Replaced s/Schedule	Replaced Form #:0.00 73459 (8/99) Previous Filing #: AIC-99-IM-01		73459 _6-08_ - Declaration Page 6-3-08.pdf
Approved	Weather Insurance Policy	73460	(6/08)	Policy/CoveReplaced range Form	Replaced Form #:0.00 73460 (8/99) Previous Filing #: AIC-99-IM-01		73460 _6-08_ - Policy Wording 6-3-08.pdf
Approved	Weather Insurance Application	83688	(6/08)	Application/ Replaced Binder/Enrollment	Replaced Form #:0.00 83688 (12/03) Previous Filing #: AIC-03-IM-01		83688 _6-08_ - Event Weather Application 6-4-08 _2_.pdf
Approved	Adverse Weather Endorsement	99111	(6/08)	Endorsement New nt/Amendment/Conditions		0.00	99111 _6-08_ - Adverse Weather 6-3-08 _2_.pdf
Approved	Adverse Weather - Travel Advisory Endorsement	99112	(6/08)	Endorsement New nt/Amendment/Conditions		0.00	99112 _6-08_ - Adverse Weather - Travel Advisory 6-3-08.pdf
Approved	Baseball Cancellation Endorsement	99113	(6/08)	Endorsement New nt/Amendment/Conditions		0.00	99113 _6-08_ - Baseball Cancellation 6-3-08.pdf
Approved	Deductible Days	99114	(6/08)	Endorsement New		0.00	99114 _6-

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				nt/Amendm ent/Condi ons			08_ - Deductible Days 6-3- 08.pdf
Approved	Dry Hours Endorsement	99115	(6/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	99115 _6- 08_ - Dry Hours 6-3-08 _2_.pdf	
Approved	Hurricane Endorsement	99116	(6/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	99116 _6- 08_ - Hurricane 6- 3-08.pdf	
Approved	Lightning Endorsement	99117	(6/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	99117 _6- 08_ - Lightning 6- 3-08.pdf	
Approved	Sales Promotion - Deposit Endorsement	99118	(6/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	99118 _6- 08_ - Sales Promotion - Deposit Endorsemen t 6-3-08.pdf	
Approved	Seasonal by Storm Endorsement	99119	(6/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	99119 _6- 08_ - Seasonal by Storm 6-3- 08.pdf	
Approved	Seasonal Promotions - Engagement Ring Endorsement	99120	(6/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	99120 _6- 08_ - Seasonal Promotions - Engagement Ring 6-3- 08.pdf	
Approved	Seasonal Snow By Inch Endorsement	99121	(6/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	99121 _6- 08_ - Seasonal Snow by	

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 Product Name: Weather Insurance Program - 151640288  
 Project Name/Number: Inland Marine/AIC-08-IM-03

							Inch 6-3-08.pdf
Approved	Wind	99122	(6/08)	Endorseme New		0.00	99122 _6-
	Endorsement			nt/Amendm			08_ - Wind
				ent/Condi			6-3-08.pdf
				ons			
Approved	Weather	73461	(8/99)	Endorseme Withdrawn	Replaced Form #:	0.00	73461 (8-
	Insurance Data			nt/Amendm			99)weatherY
	Recognition			ent/Condi	Previous Filing #:		2K.pdf
	Exclusion			ons	AIC-99-IM-01		
	Endorsement						





**AMERICAN INTERNATIONAL COMPANIES  
COMMERCE AND INDUSTRY INSURANCE COMPANY**

Executive Offices:  
70 Pine Street  
New York, NY 10270  
(212) 770-7000

**WEATHER INSURANCE POLICY DECLARATIONS**

Policy No.: \_\_\_\_\_ Renewal No.: \_\_\_\_\_

**1. Named Insured:**

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Policy Period:** from \_\_\_\_\_ to \_\_\_\_\_  
(12:01 A.M. Standard Time at the address of the Named Insured)

**3. Sum Insured:** Per occurrence: \_\_\_\_\_ Aggregate: \_\_\_\_\_

**4. Insured Peril:**

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

- RAIN \_\_\_\_\_
- SNOW \_\_\_\_\_
- WIND \_\_\_\_\_
- TEMPERATURE \_\_\_\_\_
- LIGHTNING \_\_\_\_\_
- FOG \_\_\_\_\_
- ADVERSE WEATHER \_\_\_\_\_

b. Date(s) of Insured Event: \_\_\_\_\_

c. Insured Hours: \_\_\_\_\_

d. Description of Insured Event: \_\_\_\_\_

e. Location of Insured Event: \_\_\_\_\_

f. Claim Verification Source: \_\_\_\_\_

**5. Premium:** \_\_\_\_\_

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
COUNTERSIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTERSIGNED AT

\_\_\_\_\_  
COUNTERSIGNATURE DATE

\_\_\_\_\_  
COUNTERSIGNED AT



American International Companies®

## COMMERCE AND INDUSTRY INSURANCE COMPANY

Executive Offices:  
70 Pine Street  
New York, NY 10270  
(212) 770-7000

### WEATHER INSURANCE POLICY

#### I. INSURING AGREEMENT

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

#### II. DEFINITIONS

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

- L. **We, us, our** refers to the company providing this insurance.
- M. **Wind measurements** must be recorded at a remote site using an anemometer having the capacity to record wind values to at least 50 miles per hour.
- N. **You** or **your** refers to the **Named Insured** listed in the Declarations.

### III. EXCLUSIONS

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

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

### IV. GENERAL CONDITIONS

#### A. ASSIGNMENT

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

#### B. NOTICE OF CLAIM

**You** shall furnish **us** with Notice of Claim within thirty (30) days of the last day of the **Insured Event**.

#### C. CLAIMS HANDLING

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

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

- 2. Within fifteen (15) days after **we** receive written Notice of Claim, **we** will:

- a. Acknowledge receipt of the claim and
- b. Begin investigation of the claim

- 3. Within thirty (30) days thereafter **we** will notify **you** in writing as to whether:

- a. The claim will be paid;
- b. The claim has been denied, and inform **you** of the reasons for denial;

- c. More information is necessary; or
  - d. **We** need additional time to reach a decision. If **we** need additional time, **we** will inform **you** of the reasons for such need
4. If the claim is approved **we** will notify **you** in writing and pay the benefit within thirty (30) days thereafter.

**D. MISREPRESENTATION AND FRAUD**

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

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

**F. BOOKS AND RECORDS**

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

**G. SERVICE OF SUIT**

In the event of **our** failure to pay any amount claimed to be due under this Policy, **we**, at **your** request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of **our** rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. Service of process in such suit may be made upon General Counsel, Corporate Legal Department, American International Companies, 70 Pine Street, New York, NY 10270, or his or her representative, and that in any suit instituted against this Company upon this contract, **we** will abide by the final decision of such court or of any appellate court in the event of any appeal.

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

**H. CONFORMANCE TO STATUTE**

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

**I. CHANGES**

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

**J. OTHER INSURANCE**

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

**L. LEGAL ACTION AGAINST US**

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

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

**M. CANCELLATION**

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

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE



COMMERCE AND INDUSTRY INSURANCE COMPANY
WEATHER INSURANCE APPLICATION



ADMINISTERED BY:
HCC SPECIALTY UNDERWRITERS, INC.
A SUBSIDIARY OF HCC INSURANCE HOLDINGS, INC.

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

Producer Company, Producer Name, Telephone No., Email Address, Producer Licensed, Producer's License Number, Mailing Address, Facsimile No., Web Site Address, E & O Insurance

Applicant Name, Applicant Address, Email Address, Contact Person, Telephone No., Facsimile No.

Event Type, Event Location(s), Zip Code(s)

Table with 4 columns: Dates of Event, Scheduled Hours of Event, Hours of Coverage Requested, Limit Per Day

RAIN section with checkboxes for I. Total Accumulation and II. Rain Free Hours

ALTERNATIVE PERIL OPTIONS section with checkboxes for Snow, Lightning, Fog, Temperature, Hurricane, Tornado, Wind Speed, Adverse Weather, Other

Claim Settlement section with checkboxes for Closest National Weather Station, On-Site Independent Weather Observer, Weather Watch

If an approved independent weather observer is not secured by the applicant, for purposes of claim verification, HCC Specialty Underwriters will designate the closest approved recording station in the terms of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WEATHER INSURANCE IS PREPAID, FULLY EARNED AND CANNOT BE CANCELLED**

**Agent/Broker**  
**Signature** \_\_\_\_\_  
**Date** \_\_\_\_\_

**Insured**  
**Signature** \_\_\_\_\_  
**Date** \_\_\_\_\_

**ENDORSEMENT**

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

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

Policy No. Issued to:

By: **COMMERCE AND INDUSTRY INSURANCE COMPANY**

**ADVERSE WEATHER ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**WEATHER INSURANCE POLICY**

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

**4. Insured Perils:**

a. Description of Peril:

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

f. Claim Verification Source:

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

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

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

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

Commencement Time: \_\_\_\_\_

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

Scheduled Event Hours: \_\_\_\_\_

**R. Local Authority** refers to:

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

As agreed Local Authority shall be \_\_\_\_\_

All other terms and conditions of the policy remain the same.

**Additional Premium:**

**Return Premium:**

**Credit Premium:**

**Effective Date:**

**Date of Issue:**

**By** \_\_\_\_\_  
**Authorized Representative**

## ENDORSEMENT

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

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

Policy No. Issued to:

By: **COMMERCE AND INDUSTRY INSURANCE COMPANY**

### **ADVERSE WEATHER – TRAVEL ADVISORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

#### **WEATHER INSURANCE POLICY**

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

**4. Insured Perils:**

- a. Description of Peril:

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

- f. Claim Verification Source:

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

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

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

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

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

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

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

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

Commencement Time: \_\_\_\_\_

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

Scheduled Event Hours: \_\_\_\_\_

**R. Local Authority** refers to:

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

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

As agreed Local Authority shall be \_\_\_\_\_

All other terms and conditions of the policy remain the same.

**Additional Premium:**

**Return Premium:**

**Credit Premium:**

**Effective Date:**

**Date of Issue:**

By \_\_\_\_\_  
**Authorized Representative**

**ENDORSEMENT**

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

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

Policy No. Issued to:

By: **COMMERCE AND INDUSTRY INSURANCE COMPANY**

**BASEBALL CANCELLATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**WEATHER INSURANCE POLICY**

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

**3. Sum Insured:**

Per Occurrence:

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

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

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

Aggregate:

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

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

a. Description of Peril:

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

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

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

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

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

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

All other terms and conditions of the policy remain the same.

**Additional Premium:**

**Return Premium:**

**Credit Premium:**

**Effective Date:**

**Date of Issue:**

By

\_\_\_\_\_  
**Authorized Representative**

**ENDORSEMENT**

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

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

Policy No. Issued to:

By: **COMMERCE AND INDUSTRY INSURANCE COMPANY**

**DEDUCTIBLE DAYS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**WEATHER INSURANCE POLICY**

It is hereby noted and agreed that:

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

**3. Sum Insured:**

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

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

All other terms and conditions of the policy remain the same.

**Additional Premium:**

**Return Premium:**

**Credit Premium:**

**Effective Date:**

**Date of Issue:**

By

\_\_\_\_\_  
**Authorized Representative**

**ENDORSEMENT**

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

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

Policy No. Issued to:

By: **COMMERCE AND INDUSTRY INSURANCE COMPANY**

**DRY HOURS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**WEATHER INSURANCE POLICY**

- I. Subparagraph **4.a.** of the **Insured Peril** Section of the **WEATHER INSURANCE POLICY DECLARATIONS** is deleted in its entirety and replaced with the following:
  - 4. **Insured Perils:**
    - a. Description of Peril: Any X(XX) of the X(XX) **Insured Hours** will be **Dry**
- II. Paragraph **O.** is added to Section II. **DEFINITIONS** of the **WEATHER INSURANCE POLICY** as follows:
  - O.** **Dry** refers to an hour in which less than X/X (x.xx) of an inch of **Rain** accumulation occurs. In order for a claim to be paid, it must **Rain** at least X/X (x.xx) on X(XX) or more **Insured Hours**.

All other terms and conditions of the policy remain the same.

**Additional Premium:**

**Return Premium:**

**Credit Premium:**

**Effective Date:**

**Date of Issue:**

By \_\_\_\_\_  
**Authorized Representative**

**ENDORSEMENT**

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

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

Policy No. Issued to:

By: **COMMERCE AND INDUSTRY INSURANCE COMPANY**

**HURRICANE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**WEATHER INSURANCE POLICY**

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

**4. Insured Perils:**

a. Description of Peril:

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

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

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

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

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

Commencement Time: \_\_\_\_\_

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

Scheduled Event Hours: \_\_\_\_\_

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

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

All other terms and conditions of the policy remain the same.

**Additional Premium:**

**Return Premium:**

**Credit Premium:**

**Effective Date:**

**Date of Issue:**

**By**

\_\_\_\_\_  
**Authorized Representative**

**ENDORSEMENT**

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

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

Policy No. Issued to:

By: **COMMERCE AND INDUSTRY INSURANCE COMPANY**

**LIGHTNING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**WEATHER INSURANCE POLICY**

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

**4. Insured Peril:**

a. Description of Peril:

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

f. Claim Verification Source:

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

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

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

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

Commencement Time: \_\_\_\_\_

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

Scheduled Event Hours: \_\_\_\_\_

**Q. Local Authority** refers to:

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

As agreed Local Authority shall be \_\_\_\_\_

All other terms and conditions of the policy remain the same.

**Additional Premium:** N/A

**Return Premium:** N/A

**Effective Date:** XXX

**Date of Issue:** XXX

By \_\_\_\_\_  
**Authorized Representative**

**ENDORSEMENT**

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

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

Policy No. Issued to:

By: **COMMERCE AND INDUSTRY INSURANCE COMPANY**

**SALES PROMOTION - DEPOSIT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**WEATHER INSURANCE POLICY**

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

**3. Sum Insured:**

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

Aggregate: Same as Per Occurrence

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

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

All other terms and conditions of the policy remain the same.

**Additional Premium:**

**Return Premium:**

**Credit Premium:**

**Effective Date:**

**Date of Issue:**

By

\_\_\_\_\_  
**Authorized Representative**

**ENDORSEMENT**

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

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

Policy No. Issued to:

By: **COMMERCE AND INDUSTRY INSURANCE COMPANY**

**SEASONAL SNOW STORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**WEATHER INSURANCE POLICY**

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

**3. Sum Insured:**

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

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

Aggregate: \$XXX

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

**4. Insured Peril:**

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

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

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

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

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

All other terms and conditions of the policy remain the same.

**Additional Premium:**

**Return Premium:**

**Credit Premium:**

**Effective Date:**

**Date of Issue:**

**By**

\_\_\_\_\_  
**Authorized Representative**

**ENDORSEMENT**

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

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

Policy No. Issued to:

By: **COMMERCE AND INDUSTRY INSURANCE COMPANY**

**SEASONAL PROMOTIONS - ENGAGEMENT RING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**WEATHER INSURANCE POLICY**

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

**3. Sum Insured:**

Per Occurrence: Up to but not exceeding \$

Aggregate: Up to but not exceeding \$X per month beginning [DATE], subject to an aggregate limit of \$X in all. It is understood and agreed that the **Sum Insured** can be increased as needed based on **Qualified Sales**. Non-acceptance of an increased **Sum Insured** by us is subject to thirty (30) days written notice.

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

**4. Insured Peril:**

a. Description of Peril: X (x.xx) inch or more of **Rain** ( ) or **Snow** ( ) accumulation

b. Date(s) of Insured Event: To be determined based on agreed upon dates at point of purchase with each **Qualified Customer** and reported to HCC Specialty Underwriters a minimum of ten (10) days prior to this agreed upon date.

c. **Insured Hours:** 12:00 PM (Noon) to 6:00 PM ( ) or 6:00 PM to 11:59PM (Midnight) ( ). A **Qualified Customer** may choose either of the six hour time periods shown above.

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

5. **Premium:** \$X is the minimum and non-refundable deposit **Premium**. It is understood and agreed that the minimum non-refundable deposit **Premium** of \$X is paid as consideration for coverage for initial **Qualified Sales** satisfying this minimum premium requirement as made during the **Qualified Sales Period**. Premium is to be calculated by applying the value of **Qualified Sales** made multiplied by the rate in which the recording date/corresponding month's rate applies. Following is the rating matrix to be applied:

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

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

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

- O.** **Qualified Sales** refers to merchandise purchased by customers from **you** during the **Qualified Sales Period** as per the official rules that attach to and form part of the Policy.
- P.** **Qualified Sales Period** refers to the period beginning MM/DD/YYYY through MM/DD/YYYY. The Qualified Sales period can be ceased by **us** with 30 days prior written notice.
- Q.** **Qualified Customer** refers to individuals who make **Qualified Sales** as per the official rules that attach to and form part of this Policy.

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

- L.** On or prior to 5:00 p.m. EST on ten (10) days following the close of each month, **you** must provide **us** with the exact dollar amount in sales during the prior month. **You** understand and agree that this policy shall cover no more than the amount provided and agreed by **us** on or prior to these date(s). It is agreed that under special circumstances, supplemental reporting will be necessary when a recording date occurs prior, to this standard reporting date subject always to a minimum report date of ten (10) days prior to the actual recording date.
- M.** It is understood and agreed that if the individual **Qualified Sales** exceed \$X in the rating matrix shown in the Premium section of this Policy, such rating matrix does not apply. **Qualified Sales** of more than \$X must be referred to HCC Specialty Underwriters, Inc. individually, and are subject to individual rating and acceptance at that time.

All other terms and conditions of the policy remain the same.

**Additional Premium:** N/A  
**Return Premium:** N/A  
**Credit Premium:** N/A  
**Effective Date:** [DATE]  
**Date of Issue:** [DATE]

**By** \_\_\_\_\_  
**Authorized Representative**

**ENDORSEMENT**

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

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

Policy No. Issued to:

By: **COMMERCE AND INDUSTRY INSURANCE COMPANY**

**SEASONAL SNOW BY INCH ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**WEATHER INSURANCE POLICY**

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

**3. Sum Insured:**

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

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

Aggregate: \$XXX

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

**4. Insured Peril:**

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

All other terms and conditions of the policy remain the same.

**Additional Premium:**

**Return Premium:**

**Credit Premium:**

**Effective Date:**

**Date of Issue:**

By

\_\_\_\_\_  
**Authorized Representative**

**ENDORSEMENT**

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

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

Policy No. Issued to:

By: **COMMERCE AND INDUSTRY INSURANCE COMPANY**

**WIND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**WEATHER INSURANCE POLICY**

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

**4. Insured Peril:**

a. Description of Peril:

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

f. Claim Verification Source:

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

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

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

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

Commencement Time: \_\_\_\_\_

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

Scheduled Event Hours: \_\_\_\_\_

**Q. Local Authority** refers to:

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

As agreed Local Authority shall be \_\_\_\_\_

All other terms and conditions of the policy remain the same.

**Additional Premium:**

**Return Premium:**

**Credit Premium:**

**Effective Date:**

**Date of Issue:**

**By**

\_\_\_\_\_  
**Authorized Representative**

This endorsement, effective

forms a part of

Policy No.

issued to

By

### **WEATHER INSURANCE DATA RECOGNITION EXCLUSION ENDORSEMENT**

Coverages under this Policy do not apply to any **Cancellation, Interruption** or **Postponement** resulting directly or indirectly from:

A. Any actual or alleged failure, malfunction or inadequacy of:

(1) Any of the following, whether belonging to any Insured or to others:

- (a) Computer hardware, including microprocessors;
- (b) Computer application software;
- (c) Computer operating systems and related software;
- (d) Computer networks;
- (e) Microprocessors (computer chips) not part of any computer system; or
- (f) Any other computerized or electronic equipment or components; or

(2) Any other products, services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A(1)(a)-(f) of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

B. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph A. of this endorsement.

Such **Cancellation, Interruption** or **Postponement** is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the **Cancellation, Interruption** or **Postponement**.

However, this endorsement does not apply to any **Cancellation, Interruption, or Postponement** arising directly or indirectly from an ensuing loss otherwise covered by this Policy.

We will not pay for repair, replacement or modification of any items in Paragraph A(1)(a)-(f) and Paragraph B. of this endorsement to correct any deficiencies or change any features.

All other terms, conditions and exclusions remain the same.

---

AUTHORIZED REPRESENTATIVE

*SERFF Tracking Number:*      *AGNY-125741914*                      *State:*                      *Arkansas*  
*Filing Company:*              *Commerce and Industry Insurance Company*      *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *AIC-08-IM-03*  
*TOI:*                      *09.0 Inland Marine*                      *Sub-TOI:*                      *09.0008 Event Cancellation*  
*Product Name:*              *Weather Insurance Program - 151640288*  
*Project Name/Number:*      *Inland Marine/AIC-08-IM-03*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: AGNY-125741914 State: Arkansas  
Filing Company: Commerce and Industry Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: AIC-08-IM-03  
TOI: 09.0 Inland Marine Sub-TOI: 09.0008 Event Cancellation  
Product Name: Weather Insurance Program - 151640288  
Project Name/Number: Inland Marine/AIC-08-IM-03

## Supporting Document Schedules

<b>Satisfied -Name:</b> Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b> Approved	08/01/2008
<b>Comments:</b>		
<b>Attachment:</b> 07-21-08 - PCTD-1. doc.pdf		
<b>Satisfied -Name:</b> Blackline - Weather Insurance Policy Declarations	<b>Review Status:</b> Approved	08/01/2008
<b>Comments:</b>		
<b>Attachment:</b> 73459 6_08 Declaration Page BL.pdf		
<b>Satisfied -Name:</b> Blackline - Weather Insurance Policy	<b>Review Status:</b> Approved	08/01/2008
<b>Comments:</b>		
<b>Attachment:</b> 73460 6_08 Policy Wording BL.pdf		
<b>Satisfied -Name:</b> Blackline - Weather Insurance Application	<b>Review Status:</b> Approved	08/01/2008
<b>Comments:</b>		
<b>Attachment:</b> 83688 6_08 Event Weather Application BL.pdf		
<b>Satisfied -Name:</b> Forms Listing	<b>Review Status:</b> Approved	08/01/2008
<b>Comments:</b>		
<b>Attachment:</b> Form Listing.pdf		

### Property & Casualty Transmittal Document

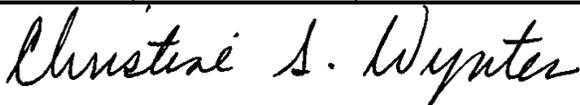
<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b>	<b>Group NAIC #</b>
American International Group, Inc.	012

<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>
Commerce and Industry Insurance Company	NY	19410	13-1938623

<b>5. Company Tracking Number</b>	AIC-08-IM-03
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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
	Christine Wynter 175 Water St., 17 <sup>th</sup> Fl New York, NY 10038	Filings Analyst	(212) 458-7066	(212) 458-7077	christine.wynter@aig.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Christine S. Wynter		

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

<b>9.</b>	<b>Type of Insurance (TOI)</b>	Inland Marine
<b>10.</b>	<b>Sub-Type of Insurance (Sub-TOI)</b>	9.0008/Event Cancellation
<b>11.</b>	<b>State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	
<b>12.</b>	<b>Company Program Title (Marketing title)</b>	Exclusion For Special Events With Limited Exception Endorsement
<b>13.</b>	<b>Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14.</b>	<b>Effective Date(s) Requested</b>	New: August 25, 2008    Renewal: August 25, 2008
<b>15.</b>	<b>Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16.</b>	<b>Reference Organization (if applicable)</b>	N/A
<b>17.</b>	<b>Reference Organization # &amp; Title</b>	N/A
<b>18.</b>	<b>Company's Date of Filing</b>	July 21, 2008
<b>19.</b>	<b>Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	AIC-08-IM-03
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<b>21.</b>	<b>Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]</b>
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Commerce and Industry Insurance Company (the “Company”) has on file with your Department its Weather Insurance Program. The Company is filing to replace the forms on file (our filing nos. AIC-99-IM-01 and AIC-03-IM-01) with the forms included in this submission.

<b>22.</b>	<b>Filing Fees</b> (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 #:** N/A  
**Amount:** \$50.00

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

PC TD-1 pg 2 of 2

**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>	AIC-08-IM-03
-----------	--------------------------------------------------------------	--------------

<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	N/A
-----------	---------------------------------------------------------------------------------------------------------------------------	-----

	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Weather Insurance Policy Declarations	73459 (6/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	73459 (8/99)	AIC-99-IM-01
02	Weather Insurance Policy	73460 (6/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	73460 (8/99)	AIC-99-IM-01
03	Weather Insurance Application	83688 (6/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	83688 (12/03)	AIC-03-IM-01
04	Adverse Weather Endorsement	99111 (6/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Adverse Weather – Travel Advisory Endorsement	99112 (6/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Baseball Cancellation Endorsement	99113 (6/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Deductible Days Endorsement	99114 (6/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Dry Hours Endorsement	99115 (6/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Hurricane Endorsement	99116 (6/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Lightning Endorsement	99117 (6/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Sales Promotion – Deposit Endorsement	99118 (6/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Seasonal Snow Storm Endorsement	99119 (6/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	Seasonal Promotions – Engagement Ring Endorsement	99120 (6/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	Seasonal Snow By Inch Endorsement	99121 (6/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	Wind Endorsement	99122 (6/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

16	Data Recognition Exclusion	73461 (8/99)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
17			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

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COMMERCE AND INDUSTRY INSURANCE COMPANY

Executive Offices:  
70 Pine Street  
New York, NY 10270  
(212) 770-7000

WEATHER INSURANCE POLICY DECLARATIONS

~~NOTE: THIS POLICY DOES NOT PROVIDE COVERAGE FOR BODILY INJURY OR PROPERTY DAMAGE LIABILITY OR THE LOSS OF VALUE TO ANY PROPERTY. COVERAGE IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF THE POLICY. THIS IS A "VALUED AT" INSURANCE POLICY. ADVANCED PREMIUM PAYMENT IS REQUIRED.~~

Policy No. \_\_\_\_\_ Renewal No. \_\_\_\_\_  
\_\_\_\_\_

1. Named Insured:

\_\_\_\_\_  
\_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Policy Period: From \_\_\_\_\_ To \_\_\_\_\_  
\_\_\_\_\_ Policy Period: from \_\_\_\_\_ to \_\_\_\_\_

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

3. Limits of Insurance: Sum Insured: \_\_\_\_\_ Per occurrence: \_\_\_\_\_ Aggregate: \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_ per occurrence \_\_\_\_\_ \$ \_\_\_\_\_ Aggregate

4. Insured Peril:

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

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

b. \_\_\_\_\_ Date(s) of ~~Peril~~ Insured Event: \_\_\_\_\_

c. \_\_\_\_\_ Insured Hours ~~occurring~~: \_\_\_\_\_

d. \_\_\_\_\_ Description of Insured Event ~~and~~: \_\_\_\_\_

e. Location: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

e. ~~Location of Government Weather~~  
Station: \_\_\_\_\_ Insured Event: \_\_\_\_\_

f. Claim Verification Source: \_\_\_\_\_

5. \_\_\_\_\_ Premium: \$ \_\_\_\_\_

6. ~~Name and Address of Insurer:~~  
(This policy is issued only by the insurance company indicated below.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

~~IN WITNESS WHEREOF~~, the Insurer has caused this policy to be signed on the  
Declarations Page by its President, a Secretary and a duly authorized representative of the  
Insurer.

\_\_\_\_\_  
\_\_\_\_\_

PRESIDENT  
SECRETARY

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.

PRESIDENT

SECRETARY

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.

AUTHORIZED REPRESENTATIVE

COUNTERSIGNATURE DATE  
COUNTERSIGNED AT

COUNTERSIGNATURE

DATE

COUNTERSIGNED AT

COUNTERSIGNATURE DATE

COUNTERSIGNED AT



American International Companies®

## COMMERCE AND INDUSTRY INSURANCE COMPANY

Executive Offices:  
70 Pine Street  
New York, NY 10270  
(212) 770-7000

### WEATHER INSURANCE POLICY

#### I. INSURING AGREEMENT

In consideration of the payment of the ~~premium amount~~ Premium specified in the Declarations made prior to the effective date(s) of this Policy, we shall ~~indemnify~~ pay the ~~Named~~ Sum Insured specified for loss caused by an ~~insured peril~~ Insured Peril, subject to ~~all the limit~~ terms and conditions of ~~insurance specified in the Declarations.~~ Policy.

#### II. DEFINITIONS

- ~~A. Insured Peril refers to the peril described in the Insured Peril Section of the Declarations.~~
- ~~B. Rain refers to rain, snow, sleet or hail, which are measured as rainfall in accordance with the melting method used by the Government Weather Bureau.~~
- ~~C. We, us, our refers to the company providing this insurance.~~
- ~~D. You or your refers to the Named Insured listed in the Declarations.~~

#### III. ~~CONDITIONS PERTAINING TO WEATHER~~

- ~~A. Any insured peril other than rain shall be defined by the American Meteorological Society Glossary of 1980.~~
  - ~~B. In the event that the weather recording at the designated Government Weather Bureau Station is not available to us, then the available recording from the Government Weather Bureau Station nearest the location of the event will be acceptable to the Insured and us.~~
  - ~~A. C. The Government Weather Bureau Station location for recording shall be as specified in the Insured Peril Section.~~ Average Sustained Wind refers to a reading that is taken/recorded, excluding gusts, every 15 minutes with the average of four values given as the recorded average wind speed per hour.
  - ~~B. Insured Event refers to the event described in Subparagraph 4.d. of the Declarations on the Date(s) of Insured Event, Insured Hours, and Location of Insured Event noted in Subparagraphs 4.a., 4.c., and 4.e. of the Declarations.~~
- ~~Insured Hours refers to the hours specified in Subparagraph 4.c. of the Declarations unless there is recording procedure agreed and approved by you and by us and endorsed onto this Policy.~~
- ~~C. D. The hours specified in the Insured Peril Section of the Declarations refer to~~ at the Standard Time of the day at the ~~location of the event.~~ Location of Insured Event. Where Daylight Savings Time is in ~~use~~ effect, Standard Time shall mean Daylight Savings Time.

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

### III. **EXCLUSIONS**

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

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

### IV. **GENERAL CONDITIONS**

#### ~~—~~ A. **VALUATION**

~~The basis of settlement shall be the amount of Insurance as scheduled in the Insuring Agreement, which~~

~~for the purpose of this Insurance is the agreed amount of the loss.~~

~~B.~~ **ASSIGNMENT**

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

~~C.B.~~ **NOTICE OF ~~LOSS~~CLAIM**

~~The Insured~~You shall ~~report to~~ furnish us with ~~a detailed report of any loss or damage which may become a claim under this Policy~~ Notice of Claim within thirty (30) days of the last day of the ~~event.~~Insured Event.

~~D.~~ **SETTLEMENT OF LOSS**

~~C.~~ **CLAIMS HANDLING**

~~All adjusted claims shall be paid or made good to the Insured within thirty (30) days after our receipt of the agreed weather recordings~~1. In the event that the weather recording by the Claim Verification Source specified in Subparagraph 4.f. of the Declarations is not available to us, then the available recording from the Government Weather Bureau Station nearest the Location of Insured Event will be acceptable to you and us.

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

2. Within fifteen (15) days after we receive written Notice of Claim, we will:

- a. Acknowledge receipt of the claim and
- b. Begin investigation of the claim

3. Within thirty (30) days thereafter we will notify you in writing as to whether:

- a. The claim will be paid;
- b. The claim has been denied, and inform you of the reasons for denial;
- c. More information is necessary; or
- d. We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need

4. If the claim is approved we will notify you in writing and pay the benefit within thirty (30) days thereafter.

~~D.~~ **MISREPRESENTATION AND FRAUD**

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

1. This ~~policy~~Policy including, but not limited to, any information provided in connection with the underwriting of the risk,
2. The event covered under this Policy;

3. **Your** interest in this insurance; or
4. Any claim under this ~~policy~~Policy.

#### **F. BOOKS AND RECORDS**

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

#### **G. TITLES OF PARAGRAPHS**

~~Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.~~

#### **H. SERVICE OF SUIT**

In the event of **our** failure to pay any amount claimed to be due under this Policy, **we**, at **your** request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of **our** rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. Service of process in such suit may be made upon General Counsel, Corporate Legal Department, American International Companies, 70 Pine Street, New York, NY 10270, or his or her representative, and that in any suit instituted against this Company upon this contract, **we** will abide by the final decision of such court or of any appellate court in the event of any appeal.

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

#### **I. CONFORMANCE TO STATUTE**

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

#### **J. CHANGES**

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

**K.J. OTHER INSURANCE**

~~We shall be excess over any other insurance including, but not limited to, any self insurance. If there is other insurance that applies to the loss caused by an insured peril Insured Peril, the other insurance shall pay first. This amount otherwise payable under this Policy applies to shall be reduced by the amount of loss that is more than:~~

~~1. The Limits of Insurance of the other insurance; and~~

~~The total of all deductibles and self insured amounts payable under all such other insurance. \_\_\_\_\_.~~

~~\_\_\_\_\_ We shall not pay more than our Limits of Insurance.~~

**L. LEGAL ACTION AGAINST US**

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

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

**M. CANCELLATION**

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

~~IN WITNESS WHEREOF, we have caused this Policy to be signed by our President and Secretary and countersigned where required by law on the Declarations by our duly authorized representative.~~

\_\_\_\_\_  
Secretary \_\_\_\_\_ President By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE



**COMMERCE AND INDUSTRY INSURANCE COMPANY**  
**WEATHER INSURANCE APPLICATION**



**ADMINISTERED BY:**

**HCC SPECIALTY UNDERWRITERS, INC.**

A SUBSIDIARY OF HCC INSURANCE HOLDINGS, INC.

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

Producer Company \_\_\_\_\_  
Producer Name \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Email Address \_\_\_\_\_  
Producer Licensed  Yes  No  
Producer's License Number \_\_\_\_\_

Mailing Address \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
Web Site Address \_\_\_\_\_  
E & O Insurance  Yes  No

~~Insured~~ Applicant Name \_\_\_\_\_  
~~Insured~~ Applicant Address \_\_\_\_\_  
Email Address \_\_\_\_\_

Contact Person \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_

~~Has event had weather insurance coverage previously?~~ \_\_\_\_\_  
~~If applicable,~~ \_\_\_\_\_  
~~Loss history:~~ \_\_\_\_\_  
Event Type \_\_\_\_\_

~~If yes, when:~~ \_\_\_\_\_  
~~Carrier used:~~ \_\_\_\_\_  
Event Location(s) \_\_\_\_\_  
Zip Code(s) \_\_\_\_\_

Dates of Event	<u>Scheduled</u> Hours of Event	Hours of Coverage Requested	Limit Per Day
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**RAIN**

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

**ALTERNATIVE PERIL OPTIONS**

<input type="checkbox"/> Snow _____	<input type="checkbox"/> Lightning _____	<input type="checkbox"/> Fog _____
<input type="checkbox"/> Temperature <input type="checkbox"/> MAX <input type="checkbox"/> MIN	<input type="checkbox"/> Hurricane _____	<input type="checkbox"/> Tornado _____

500 Unicorn Park Drive 4<sup>th</sup> Floor Woburn, MA 01804  
Phone: (781) 994-6000 Fax: (781) 994-6001 E-mail: [webmaster@asui.com](mailto:webmaster@asui.com) [www.asui.com](http://www.asui.com)

83688 (12/03)  
6/08)

**Executive Offices:**

70 Pine Street  
New York, NY 10270  
(212) 770-7000

<input type="checkbox"/> Wind Speed _____	<input type="checkbox"/> Adverse Weather _____ Describe _____	<input type="checkbox"/> <del>No Fly</del> Other _____
-------------------------------------------	------------------------------------------------------------------	--------------------------------------------------------

**Claim Settlement**

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

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



**WEATHER INSURANCE APPLICATION**

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

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

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

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

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

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

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

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

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

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

~~500 Unicorn Park Drive 4<sup>th</sup> Floor Woburn, MA 01801~~  
~~Phone: (781) 994-6000 Fax: (781) 994-6001 E-mail: [webmaster@asui.com](mailto:webmaster@asui.com) [www.asui.com](http://www.asui.com)~~

83688 (12/03)  
6/08)

**Executive Offices:**

70 Pine Street  
New York, NY 10270  
(212) 770-7000

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

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

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

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

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

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

**WEATHER INSURANCE IS PREPAID, FULLY EARNED AND CANNOT BE CANCELLED**

Agent/Broker  
Signature \_\_\_\_\_  
Date \_\_\_\_\_  
\_\_\_\_\_

Insured  
Signature \_\_\_\_\_  
Date \_\_\_\_\_  
\_\_\_\_\_

## Forms Listing

	<b>Form Title</b>	<b>Form No.</b>	<b>Form Type</b>	<b>New or Replacement</b>	<b>Form No. Being Replaced</b>	<b>Mandatory or Optional</b>	<b>Restricts, Broadens or Clarifies</b>	<b>Rate or Premium Impact</b>	<b>Description of Form</b>
1	Weather Insurance Policy Declarations	73459 (6/08)	D	R	8/99	M	C	No	Declarations Page
2	Weather Insurance Policy	73460 (6/08)	P	R	8/99	M	All	No	Policy
3	Weather Insurance Application	83688 (6/08)	A	R	12/03	M	C	No	Application
4	Adverse Weather Endorsement	99111 (6/08)	E	N	N/A	O	C	No	Please See Attached Explanatory Memorandum.
5	Adverse Weather - Travel Advisory Endorsement	99112 (6/08)	E	N	N/A	O	C	No	Please See Attached Explanatory Memorandum.
6	Baseball Cancellation Endorsement	99113 (6/08)	E	N	N/A	O	C	No	Please See Attached Explanatory Memorandum.
7	Deductible Days Endorsement	99114 (6/08)	E	N	N/A	O	C	No	Please See Attached Explanatory Memorandum.
8	Dry Hours Endorsement	99115 (6/08)	E	N	N/A	O	C	No	Please See Attached Explanatory Memorandum.
9	Hurricane Endorsement	99116 (6/08)	E	N	N/A	O	C	No	Please See Attached Explanatory Memorandum.
10	Lightning Endorsement	99117 (6/08)	E	N	N/A	O	C	No	Please See Attached Explanatory Memorandum.
11	Sales Promotion - Deposit Endorsement	99118 (6/08)	E	N	N/A	O	C	No	Please See Attached Explanatory Memorandum.

Forms Listing

12	Seasonal by Storm Endorsement	99119 (6/08)	E	N	N/A	O	C	No	Please See Attached Explanatory Memorandum.
13	Seasonal Promotions - Engagement Ring Endorsement	99120 (6/08)	E	N	N/A	O	C	No	Please See Attached Explanatory Memorandum.
14	Seasonal Snow By Inch Endorsement	99121 (6/08)	E	N	N/A	O	C	No	Please See Attached Explanatory Memorandum.
15	Wind Endorsement	99122 (6/08)	E	N	N/A	O	C	No	Please See Attached Explanatory Memorandum.

A = Application  
 D = Declarations  
 E = Endorsement  
 P = Policy  
 O = Other (Please explain)

Yes or No