

WEATHER INSURANCE POLICY DECLARATIONS

Policy No. : _____

Renewal No. : _____

1. Named Insured:
Address:

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

3. Sum Insured: Per occurrence: _____ Aggregate: _____

4. Insured Peril:

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

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

b. Date(s) of Insured Event: _____

c. Insured Hours: _____

d. Description of Insured Event: _____

e. Location of Insured Event: _____

f. Claim Verification Source: _____

5. Premium: _____

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

Authorized Representative

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.

E. BOOKS AND RECORDS

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

F. CONFORMANCE TO STATUTE

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

G. CHANGES

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

H. OTHER INSURANCE

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

I. LEGAL ACTION AGAINST US

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

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

J. CANCELLATION

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

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

Authorized Representative