

VORTEX WEATHER INSURANCE COVERAGE FORM

Coverage under this policy is governed by the language, conditions and agreements contained within it, the Declarations, and the forms and endorsements listed in the Declarations. The terms "you" and "your" used in this policy refer to the Named Insured listed in the Declarations. The terms "we", "us" and "our" used in this policy refer to the company providing this insurance. Additional words and phrases within this policy which carry important meanings appear in quotation marks and are identified in section III. **Definitions.**

I. Insuring Agreement

In consideration of the payment of the premium amount specified in the Declarations if made prior to the "coverage dates" of this policy, we shall indemnify you for loss caused by an "occurrence". However:

- A. The indemnification is limited as described in section II. **Limits of Insurance**; and
- B. The "occurrence" must occur:
 - 1. During the "coverage hours"; and
 - 2. During the "coverage dates";at the location of the "Reporting Agency".

II. Limits of Insurance

- A. Regardless of the number of "occurrences", the Aggregate Limit shown in the Declarations is the most we will pay for all loss resulting from the "insured peril".
- B. Subject to A. above, the most we will pay for loss from any one "occurrence" is the amount of insurance shown as the Per Occurrence Limit in the Declarations, which is the agreed amount of the loss.
- C. Subject to B. above, the loss shall be calculated as described under Description of Occurrence in the Declarations. If other limits of insurance are stated under Description of Occurrence in the Declarations, such limits become the agreed amount of loss, subject to B. above.

III. Definitions

Terms that appear in quotation marks have special meaning. Please refer to the definitions of the terms that follow for their meaning as used in this policy.

- A. "Agreed weather readings" mean those "weather readings" which both you and we agree are accurate.
- B. "Cancellation event" means the circumstance where you are not able to proceed with the insured activity or event due to the necessary cancellation of the activity or event by a government authority having responsibility for the safety of the public at such activity or event or by such other responsible authority as designated in the Description of Occurrence in the Declarations.
- C. "Claim support information" means the detailed report of loss, described in VI.C. **Notice of Loss**, and the "agreed weather readings".
- D. "Coverage dates" means the policy period for this insurance, and consists of the Beginning Date through the Ending Date stated in the Declarations. The "coverage dates" are subject to the "coverage hours", and are subject to any additional provisions included under Description of Occurrence in the Declarations.
- E. "Coverage hours" means the period of time on the "coverage dates" to which this insurance applies. If no entry is made under Coverage Hours in the Declarations, then the "coverage hours" shall be 12:01 A.M. on the Beginning Date of the Coverage Dates through 11:59 PM. on the

Ending Date of Coverage Dates in the Declarations. Additional time criteria may be indicated under Description of Occurrence in the Declarations.

However, if the "Reporting Agency" records data on a limited basis, and the necessary "weather reading" for the "occurrence" described under the Description of Occurrence in the Declarations falls outside the period of time included within the "coverage dates", then:

1. We will use such information outside the "coverage dates" which is necessary to complete the "weather readings"; and
2. Use of that data will not extend the "coverage dates" for this policy.

The "coverage hours" are Standard Time of day at the location of the "Reporting Agency". When Daylight Savings Time is in effect at the location of the "Reporting Agency", Standard Time shall mean Daylight Savings Time.

- F. "Insured peril" means the peril(s) described as Insured Peril in the Declarations.
- G. "Occurrence" means the weather event described under the Description of Occurrence in the Declarations which results from an "insured peril". An "occurrence" includes a "cancellation event", but only when a "cancellation event" is included under the Description of Occurrence in the Declarations and occurs during the "coverage hours", or as otherwise indicated in the Description of Occurrence in the Declarations.
- H. "Parametric insurance" means, for the purposes of this Coverage Form, an agreement under which an insurance entity or organization agrees to pay you an agreed amount upon the "occurrence" of a "cancellation event" for the "insured peril" during the "coverage dates" of this policy, as defined by this Coverage Form and Declarations.
- I. "Rain" means rain, snow, sleet, hail, dew, frost or rime, and is measured as rainfall in accordance with the melting method used by the "Reporting Agency".
- J. "Reporting Agency" means the reporting agency and its location described under the Primary Reporting Agency and Location(s) in the Declarations.
- K. "Weather readings" means the recordings published by the "Reporting Agency".

Any "insured peril" other than "rain", or any other weather definitions applicable to your policy, may be found under Additional Weather Definitions in the Declarations.

IV. Conditions Pertaining to Weather

- A. The data used to calculate the loss will be obtained from the "Reporting Agency" at its location.
- B. In the event that any portion of the pertinent data for the "weather readings" is incorrect or incomplete, then that specific portion of the pertinent data for the "weather readings" will be obtained from the reporting agency listed under Secondary Reporting Agency and Location(s) in the Declarations. For the purposes of this provision, with respect to the incorrect or incomplete pertinent data only, any reference in this policy to "Reporting Agency" shall apply instead to the Secondary Reporting Agency. If the Secondary Reporting Agency data is incorrect or incomplete or if no Secondary Reporting Agency is designated, then that data will come from a reporting agency agreed to by both you and us, and the provisions of this Paragraph B. will apply to that reporting agency.

V. Exclusions

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

A. Other Perils or Other Causes of Loss

Any peril or reason other than the "insured peril".

B. Weather Manipulation

Manipulation of the weather.

C. War And Military Action

1. War, including undeclared or civil war;
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

D. Nuclear Hazard

Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled.

E. Fraud

Any fraudulent or dishonest acts committed independently, or in an act of collusion, by you, your partners, officers, directors, members, trustees, employees, or any other authorized representative of yours, committed at any time.

VI. General Conditions

A. Assignment

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

B. Agreed Amount of Loss Insured

You represent to us that the limits of insurance described in section **II Limits of Insurance** and shown under Limits of Insurance in the Declarations, and any limit that may be specified under Description of Occurrence, is a reasonable estimate, or a smaller portion, of the actual economic loss that will be suffered by you in the event of the "occurrence" described under Description of Occurrence in the Declarations, resulting from an "insured peril".

C. Notice of Loss

If you make a claim under this policy, you shall provide us notice of an "Occurrence" prior to the Ending Date of this policy, but no later than thirty (30) days following the Ending Date. Such notice shall include "claim support information" that substantiates the "Occurrence" and may rely on information provided by the "Reporting Agency".

D. Settlement of Loss

1. We will pay you for covered claims after we receive all of the "claim support information". Payments will be made to you within fourteen (14) days after the date we receive all of the "claim support information".
2. If any portion of the pertinent data from the "Reporting Agency" is known to be incorrect or incomplete, then the provisions of **IV.B. Conditions Pertaining to Weather** shall apply.
3. Weather data that is incorrect or incomplete may be corrected or completed by the reporting agency and we will use that updated data, subject to policy provisions. Whenever updated data is available from the Primary Reporting Agency as described in the Declarations, we will use that data. If updated data is not available from the Primary Reporting Agency but is available from the Secondary Reporting Agency as described in the Declarations, then we will use data from the Secondary Reporting Agency. If updated data is not available from either the Primary Reporting Agency or the Secondary Reporting Agency, but is available from the reporting agency agreed to by both you and us as described in **IV.B.**, we will use data from the reporting agency agreed to by you and us.
4. If the "weather readings" are updated within 120 days after we have paid you the loss, we will adjust the loss payment based upon the updated "weather readings". If the adjusted loss is more than we paid you, we will provide the additional loss payment to you within thirty (30) days after our receipt of the updated "weather readings". If the adjusted loss is less than we paid you, you shall pay us the excess amount paid to you within thirty (30) days after notification to you of the modified "weather readings".

E. 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 two (2) years after you first have knowledge of the loss.

F. Concealment, Misrepresentation or 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;
2. Your exposure to economic loss under this policy;
3. Your interest in this insurance; or
4. Any claim under this policy.

G. Books and Records

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

H. 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.

I. Conformance to Statute

Terms of this policy which are in conflict with the laws and regulations of the state wherein this policy is issued or delivered are amended to conform to the minimum requirements of such laws and regulations.

J. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not constitute 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.

K. Other Parametric Insurance

We shall be excess over any other "parametric insurance" including, but not limited to, any self-insured retention. If there is other "parametric insurance" that applies to the loss caused by an "insured peril", the other "parametric insurance" shall pay first. This policy applies to the amount of loss that is more than:

1. The limits of insurance of the other "parametric insurance";
2. The total of all deductibles and self-insured retentions under all such other "parametric insurance"; and
3. Any other self-insured retentions approved by you and by us and made a part of this policy prior to the "coverage dates".

Subject to the Aggregate Limit shown in the Declarations, we shall not pay more than the Per Occurrence Limit shown in the Declarations.

L. Cancellation and Nonrenewal

This policy cannot be cancelled by you or us after the premium has been accepted by us from you. Upon expiration, this policy will not be renewed.