



Special Event Policy Coverage Part



YOUR SPECIAL EVENT INSURANCE POLICY QUICK REFERENCE

DECLARATION PAGE

- Named Insured
- Honorees
- Insured Event
- Event Location(s)
- Policy Period(s)
- Coverages
- Limits of Insurance

	Beginning On Page
AGREEMENT	1
POLICY PERIOD	1
DEFINITIONS	1

SECTION I - COVERAGES

• COVERAGE A - Cancellation or Postponement of Insured Event	5
• COVERAGE B - Additional Expense	7
• COVERAGE C - Event Photographs and Event Video	7
• COVERAGE D - Event Gifts	8
• COVERAGE E - Special Attire	9
• COVERAGE F - Special Jewelry	10
• COVERAGE G - Lost Deposits	10

SECTION II - EXCLUSIONS	11
--------------------------------	-----------

SECTION III - DUTIES	12
DUTIES IN THE EVENT OF LOSS OR DAMAGE	

SECTION IV – CONDITIONS	13
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SPECIAL EVENT INSURANCE

AGREEMENT

We will provide the insurance described in this policy in return for payment of the premium and compliance with all provisions of this policy.

POLICY PERIOD

Except as otherwise limited herein, this policy only applies to loss that occurs during the **policy period**.

DEFINITION

Throughout this policy, “you” and “your” refer to the **Named Insured**, and “we”, “us”, and “our” refer to the company providing this insurance. In addition, certain words and phrases that appear in bold are defined as follows:

Cancellation, with respect to the **Insured Event**, means the physical or legal inability to proceed with the **Insured Event**.

Date of Issue means the date this policy is issued, as shown in the Declarations.

Domestic partner means a person who is in a continuing **spouse**-like relationship with an **Insured** for the purpose of a domestic life. Both persons must be 18 years of age or older and may not be related to each other by blood. Neither may be married to another person or be a **domestic partner** or partner by civil union of any other person.

Event Date means the date shown as the event date in the Declarations.

Event gift means any gift given or intended to be given to an **honoree** in connection with the **Insured Event**.

Event Location means the location(s) shown as the event location in the Declarations.

Event photographs means photographs of the **Insured Event** that are taken or contracted to be taken by a professional photographer.

Event video means video of the **Insured Event** that is taken or contracted to be taken by a professional videographer.

Honoree means the person(s) shown as the honoree(s) in the Declarations.

Immediate family member means the **spouse**, parents, stepparents, children, grandparents, siblings, or legal guardian of an **honoree**. A stepparent means a person who is not a legal parent of the honoree but is the **spouse** of a parent.



Insured means the **named insured**, each **honoree**, and any **immediate family member** who has paid for or contracted to pay for an item, service, or location covered under this policy.

Insured Event means the private ceremony, and the accompanying private reception, if any, described in the Declarations and scheduled to take place on the **Event Date** at the **Event Location**. If the **Insured Event** is a wedding, the **Insured Event** includes any rehearsal or rehearsal dinner scheduled to occur within 48 hours in advance of the **Insured Event**, and a brunch scheduled to occur the day after the **Event Date**, provided a coverage extension for brunch is shown in the Declarations. The **Insured Event** does not include any other parties, events, or showers related to the **Insured Event**.

Leave means official permission granted to an **honoree** who is in full time active service in the United States military, police, or fire services to attend the **Insured Event**.

Named Insured means the person shown as the named insured in the Declarations. The **Named Insured** cannot be a legal entity.

Policy period means the period from the **Date of Issue** up to and including the **Event Date**, as shown in the Declarations.

Pre-existing medical condition means a condition for which medical care, advice, consultation, or treatment was sought within twelve (12) months immediately preceding the **Date of Issue**, or for which a reasonable person would have sought medical care, advice, consultation, or treatment within the twelve (12) months preceding the **Date of Issue**.

Policy territory means the United States and its territories, and possessions, Puerto Rico, Canada, and cruise ships leaving from a port within these territories. If optional Extended Policy Territory is shown in the Declarations, it also means the United Kingdom, Mexico, Bermuda, the Bahamas, Turks and Caicos, and the Caribbean Islands (excluding Cuba and Haiti), and cruise ships leaving from a port within these territories.

Postponement means the delay of the **Insured Event** to another date.

Special attire means the clothing (including alterations and fitting fees incurred) and head wear or shoes purchased or rented, but not borrowed, specifically to be worn by an **honoree** at the **Insured Event**. **Special attire** does not include watches, jewelry, or precious or semi-precious gemstones or pearls.

Special jewelry means jewelry purchased or rented, but not borrowed, specifically to be worn by an **honoree** or for an **honoree** to exchange at the **Insured Event**.

Spouse means a person who is married to an **Insured** or is either a civil partner or **domestic partner** of an **Insured**. With respect to civil partners, such civil union must have been obtained in a state where a civil union is lawfully recognized.

Vendor means a professional item, service, or location provider who is obligated by written contract to provide certain items, services, or locations for the **Insured Event**.



SECTION I – COVERAGES

Coverage A - Cancellation or Postponement of the Insured Event

We will pay for all deposits forfeited and any amount incurred by an **Insured** due to contractual obligation for the following items, services, or locations to be rendered, delivered, or used on the **Event Date**, as a result of a necessary and unavoidable **cancellation** or **postponement** of the **Insured Event**:

1. Transportation;
2. Food;
3. Catering services;
4. Property and equipment rentals;
5. Hall and location rentals;
6. Accommodations (including travel arrangements and accommodations for a honeymoon, if applicable);
7. **Special attire**;
8. **Special jewelry**;
9. Flowers;
10. **Event photographs and event video**;
11. Entertainment;
12. Dated and/or perishable items or materials;
13. Event planning/coordination; and
14. Hair, makeup, or nails of any **honoree(s)**.

We will not pay for any items, services, or locations an **Insured** keeps, uses, or accepts following a **cancellation** or **postponement** of the **Insured Event**.

With respect to the coverage provided under this Coverage A, losses and damages must be proven separately for each item, service, location, and portion of the **Insured Event**.

Limit of Insurance – Coverage A

The most we will pay under Coverage A is the amount stated in the Declarations for "Coverage A -Cancellation or Postponement of Insured Event", regardless of the number of **Insureds**, losses, or claims made. A sublimit may apply if shown in the Declarations.



Exclusions - Coverage A

This Coverage A does not apply to any loss resulting directly or indirectly from:

1. Any circumstance known to an **Insured** at the **Date of Issue** that might reasonably give rise to **cancellation** or **postponement** of the **Insured Event**.
2. The non-appearance or unavailability of any person.
This exclusion does not apply to the involuntary non-appearance of an **honoree**, an **immediate family member**, or the **Insured Event** officiator, nor does it apply to withdrawal of **leave**.
3. Lack of funds. This exclusion does not apply to lack of funds resulting from unemployment of an **Insured** that: (a) occurs after the **Date of Issue**, (b) results in the necessary and unavoidable **cancellation** or **postponement** of the **Insured Event** and (c) qualifies for payment under applicable unemployment statutes.
4. The failure to provide timely notice to any **vendor** of a **cancellation** or **postponement** of the **Insured Event**
5. Prohibition of the **Insured Event** by any local, state, or federal ordinance, regulation, or statute in existence as of the **Date of Issue**, including the failure to obtain any necessary permits.
6. A decision of anyone, including an **honoree**, not to proceed with or take part in the **Insured Event**, including, without limitation, any decision resulting from a change of heart.
7. **Cancellation or postponement** of the **Insured Event** resulting from normal weather conditions, including but not limited to, sun, heat, rain, snow, or ice.
8. **Cancellation or postponement** of the **Insured Event** resulting from anticipated or actual extreme or catastrophic weather conditions, or acts of nature, such as hurricanes, tropical storms, earthquakes, tornadoes, nor'easters, blizzards, volcanic eruptions, or floods that occur less than fifteen (15) days after the Date of Issue.
9. Death, injury, illness, disablement, confinement, or quarantine of:
 - a. Any person occurring or arising as a consequence of self-inflicted injuries, mental illness, or influence of alcohol or drugs (other than drugs taken in accordance with the treatment prescribed by a qualified medical physician, except drugs taken for the treatment of drug addiction);
 - b. Any person due to any **pre-existing medical condition** known to you or an **honoree at the Date of Issue**;
 - c. Any person caused or contributed to by pregnancy commencing before the **Date of Issue**, unless the expected date of delivery is more than two (2) months after the **Event Date**;
 - d. Any person resulting from a violation or alleged violation of law; or
 - e. An **Insured** if that **Insured** has contracted for, arranged, or commenced the **Insured Event** against the advice of any medical practitioner.



Coverage B - Additional Expense

We will pay those expenses not originally contemplated or anticipated that are reasonably and necessarily incurred by an **Insured** to avoid **cancellation** or **postponement** of the **Insured Event** or to proceed with the **Insured Event** as originally contracted for, if a vendor fails to provide the contracted for items, services, or locations for the **Insured Event**. We will only pay for those expenses that exceed the original contract price and only up to a maximum of twenty-five percent (25%) of the original contract price.

We will also pay, at the **Insured's** discretion, either:

1. Reasonable expenses incurred by an **Insured** for hotel stays in connection with the **Insured Event** , not originally contemplated or anticipated, that are necessitated by flight delays or cancellations; or
2. Lost deposits on unused hotel reservations arising from flight delays or cancellations.

We will pay only for comparable items, services, or locations. The replacement items, services, or locations must cost the least amount necessary to proceed with the **Insured Event** as originally planned.

Limit of Insurance – Coverage B

The most we will pay under Coverage B is the amount stated in the Declarations for "Coverage B - Additional Expense", regardless of the number of **Insureds**, losses, or claims made.

Exclusions - Coverage B

This Coverage B does not apply to any additional expense:

1. For any item, service, or location if we have paid for such item, service, or location under Coverage A, C, D, E, or F of this policy;
2. For any item, service, or location for which there is no written contract in force prior to the loss;
3. For any item, service, or location that is not delineated in the original vendor's contract; or
4. Arising directly or indirectly from any delay in replacing a vendor.

Coverage C - Event Photographs and Event Video

We will pay for:

1. Reasonable expenses necessarily incurred by an **Insured** within thirteen (13) months of the **Insured Event** to take or retake event photographs in a comparable setting as a direct and necessary consequence of:
 - a. Failure of the professional photographer to appear at the **Insured Event**;
 - b. Loss of or direct physical damage to the original film or negatives (whether film or digital) before an Insured receives the pictures, either before or after proof photographs;
 - c. Non-development of the original film or negatives (other than under or overexposure), including failure to load the camera with film or failure to remove the lens cap from the camera; or
 - d. Failure of the professional photographer to produce or deliver the original **Insured Event** photographs either



in tangible form, such as photo album, on film, or on a compact disc, or through an online link.

2. Reasonable expenses necessarily incurred by an **Insured** within thirteen (13) months of the **Insured Event** to shoot or reshoot the event video in a comparable setting as a direct and necessary consequence of:
 - a. Failure of the professional videographer to appear at the **Insured Event**; or
 - b. Loss of or direct physical damage to the original tape or other video media before an **Insured** receives a copy of the tape or other video media; or
 - c. Non-development of the original tape or other video media (other than under or overexposure), including failure to load the video camera, failure to remove the lens cap, or failure to press 'record'.

Limit of Insurance – Coverage C

The most we will pay under Coverage C is the amount stated in the Declarations for "Coverage C - Event Photographs and Event Video", regardless of the number of **Insureds**, losses, or claims made.

Exclusions – Coverage C

This Coverage C does not apply to:

1. Any loss resulting directly or indirectly from damage to **event photographs** or **event video** arising from wear and tear, moth, vermin, atmospheric or climactic conditions, deterioration, depreciation, confiscation, or detention;
2. Any loss resulting directly or indirectly from the failure of the **event photographs** or **event video** to meet anyone's expectations of style or quality, including the absence or clarity of sound, or the absence or clarity of certain content;
3. Any expenses if there was no written contract in force with the event photographer or event videographer prior to the loss; or
4. Any service that is not delineated in the original event photographer's or event videographer's contract.

Coverage D - Event Gifts

We will pay for direct physical loss of or damage to **event gifts** that occur on the **Event Date** or during the seven (7) days before the **Event Date**, but only while at:

1. An **honoree's** residence;
2. An **immediate family member's** residence; or
3. The **Event Location**.

We will pay, at our option, the full cost to repair or replace the lost or damaged **event gifts**, without deduction for depreciation.



Limit of Insurance – Coverage D

The most we will pay under Coverage D is the amount stated in the Declarations for "Coverage D - Event Gifts", regardless of the number of **Insureds**, losses, **event gifts**, or claims made.

Exclusions - Coverage D

This Coverage D does not apply to:

1. Loss, theft, or misplacement of cash or gift cards;
2. Loss, including breakage or damage, resulting directly or indirectly from:
 - a. Wear and tear, moth, vermin, deterioration, confiscation, or detention;
 - b. Atmospheric or climactic conditions; or
 - c. Theft.

Coverage E - Special Attire

We will pay for loss or damage to **special attire**. We will pay at our option:

1. The cost of replacement for lost or stolen **special attire** of equal value;
2. The cost to repair or replace damaged **special attire** not to exceed the original cost; or
3. The cost of any necessary **special attire** rental charges if replacement or repair is not possible in time for the **Insured Event**.

Limit of Insurance – Coverage E

The most we will pay under Coverage E is the amount stated in the Declarations for "Coverage E - Special Attire", regardless of the number of **Insureds**, losses, articles of **special attire**, or claims made.

Exclusions – Coverage E

This Coverage E does not apply to any loss resulting directly or indirectly from:

1. Theft or attempted theft of any **special attire** that is not reported to the police as soon as reasonably practicable after discovery of the loss;
2. Theft or attempted theft of any **special attire** left in any unattended vehicle unless the vehicle is fully locked and secured and where forcible and visible entry into the vehicle is made;
3. Damage arising from atmospheric or climactic conditions;
4. Damage arising from wear and tear, deterioration, moth, or vermin;
5. Loss or damage caused by any process of cleaning, alteration, restoration, or repair of any **special attire** after the **Insured Event**; or
6. Mysterious disappearance



Coverage F - Special Jewelry

We will pay for loss of or damage to **special jewelry** occurring on the **Event Date** or within seven (7) days prior to the **Event Date**.

We will pay, at our option, the full cost to repair or replace the lost or damaged **special jewelry**, without deduction for depreciation.

If we pay to replace a pair or set, if part of the pair or set is lost or damaged, we will be entitled to keep the remaining parts of the original pair or set.

Limit of Insurance – Coverage F

The most we will pay under Coverage F is the amount stated in the Declarations for "Coverage F - Special Jewelry", regardless of the number of **Insureds**, losses, **special jewelry**, or claims made.

Exclusions - Coverage F

This Coverage F does not apply to any loss resulting directly or indirectly from:

1. Theft or attempted theft of any **special jewelry** that is not reported to the police as soon as reasonably practicable after discovery of the loss;
2. Theft or attempted theft of any **special jewelry** left in any unattended vehicle unless the vehicle is fully locked and secured and where forcible and visible entry into the vehicle is made;
3. Damage arising from atmospheric or climactic conditions;
4. Damage arising from wear and tear, confiscation, or detention;
5. Loss or damage caused by any process of cleaning, alteration, restoration, or repair of any **special jewelry** after the **Insured Event**; or
6. Mysterious disappearance.

Coverage G - Lost Deposits

We will pay for any deposits lost when a **vendor** fails to provide items, services, or locations it was obligated to provide for an **Insured Event** under a written contract, related to the following:

1. Transportation;
2. Food;
3. Catering services;
4. Property and equipment rentals;
5. Hall and location rentals;



6. Accommodations (including travel arrangements and accommodations for a honeymoon, if applicable);
7. **Special attire;**
8. **Special jewelry;**
9. Flowers;
10. **Event photographs or event video;**
11. Entertainment;
12. Event planning/coordination; or
13. Hair, make up, or nails of any **honoree(s)**.

Limit of Insurance – Coverage G

The most we will pay under Coverage G is the amount stated in the Declarations for "Coverage G - Lost Deposits", regardless of the number of **Insureds**, losses, or claims made. A sublimit may apply if shown in the Declarations.

Exclusions - Coverage G

This Coverage G does not apply to any lost deposits:

1. For any item, service, or location if we have paid for such item, service, or location under Coverage A, C, D, E or F of this policy;
2. If there is no written contract in force prior to payment of the deposit; or
3. If, prior to the loss, there is no receipt for the deposit paid.

SECTION II – GENERAL EXCLUSIONS

The exclusions set forth below apply to all Coverages in SECTION I – COVERAGES of this policy.

In addition to the exclusions that apply to any Coverage in SECTION I - Coverages, we will not pay for any loss or damage resulting directly or indirectly from:

1. Neglect of any **insured** to use all reasonable means to mitigate any loss or damage at or after the time of a loss, or when the **Insured Event** is in danger of **cancellation or postponement**.
2. Actual or threatened nuclear reaction, nuclear radiation, or radioactive contamination,



however caused.

3. War, undeclared war, civil war, insurrection, rebellion, revolutions, warlike acts by a military force or military personnel, or destruction, seizure, or use of any property for a military purpose, including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act, even if accidental. This exclusion does not apply to otherwise covered loss arising from non-appearance of any **honoree**.
4. Any intentional act an **insured** commits or conspires to commit with the intent to cause a loss. In case of such loss, no **Insured** is entitled to coverage, even any **Insured** who did not commit or conspire to commit the act causing the loss.

SECTION III – DUTIES IN THE EVEN OF LOSS OR DAMAGE

In case of a loss to which this insurance may apply, you must see that the following are done:

1. If a law may have been broken, notify the police as soon as reasonably practicable after discovery of the loss.
2. As soon as reasonably practicable, report to us or our agent in writing any loss or damage that may result in a claim under this policy.
3. Prepare an inventory of the damage or loss, showing in detail the:
 - a. Quantity;
 - b. Description;
 - c. Actual cash value; and
 - d. Amount of the loss.

Attach to the inventory all:

- a. Bills;
 - b. Receipts;
 - c. Contracts; and
 - d. Related documents that substantiate the figures in the inventory.
4. Submit to us, within sixty (60) days after discovery of the loss, your signed, sworn statement of loss, and if the loss involves theft, attempted theft, vandalism, or malicious mischief, the police report.
5. Make all reasonable efforts to find another place to hold the **Insured Event** if the **Event Location** becomes unavailable on the **Event Date**.
6. Take all reasonable precautions and actions to avoid loss, destruction, damage, accident, liability and expense, and to minimize any claim under this policy.



7. In the event of any injury or on the commencement of any illness which may cause **cancellation** or **postponement** of the **Insured Event**, seek medical care and follow the medical advice from a duly qualified medical doctor. In such a circumstance, doctors of our choice must be allowed to examine the injured or ill person(s) as often as we reasonably require.
8. Agree to:
 - a. Be examined under oath;
 - b. Produce members of your household or others for examination under oath to the extent that it is within your power to do so;
 - c. Keep accurate records containing all relevant information and particulars of the **Insured Event**, including all contracts and receipts, to determine loss or damage; and produce such records, as we may need, to verify the claim and its amount; and permit copies of such records to be made, if needed; and
 - d. Cooperate with us in the investigation or settlement of a claim. You must not make any payments or admissions of liability without our consent and we are entitled to take over and conduct, in your name, any negotiations or legal claims in connection with a claim under this policy.

We have no duty to provide coverage under this policy unless you fully comply with all of the above duties.

SECTION IV - CONDITIONS

Conformity to State Law

When any policy provision conflicts with the applicable law of the state in which this policy is issued, the law of the state will apply.

Authorization

The **named insured** is the sole agent of every **insured** for all purposes under this policy, including, without limitation, receiving any payments owed to any **Insured**, effecting or accepting any notices, making any changes or amendments, completing any applications, making any statements, representations or warranties, and/or exercising or waiving of any rights under this policy. The **named insured** must be eighteen (18) years or older at the **Date of Issue**.

Concealment or Fraud

The entire policy will be void if, whether before or after a loss, any **Insured** has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made false statements relating to this insurance.



Suits Against Us

No action can be brought against us unless the **Insureds** have fully complied with all terms and conditions of this policy, and the action is started within one year after the date of loss.

Our Right to Recover from Others

An **insured** may waive in writing before a loss all rights of recovery against any person or organization. If not waived, we may require an assignment of rights of recovery for any loss we pay. At our request, you and anyone we indemnify must sign any papers and do whatever else is necessary to transfer rights of recovery to us and help us enforce them. You and anyone we indemnify must do nothing after a loss to affect our rights.

Recovered Property

If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At our option, the property will be returned to or retained by you or it will become our property. If the recovered property is retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

Assignment

Assignment of this policy is not valid unless we give our written consent.

Liberalization Clause

If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this date falls within the **policy period**. This liberalization clause does not apply to changes implemented through the introduction of a subsequent edition of our policy.

Cancellation

This insurance cannot be cancelled except by us for your non-payment of premium. We may cancel this policy for nonpayment of premium by letting you know, in writing, the date cancellation takes effect. We may do so by delivering or mailing written notice to you at your mailing address shown in the Declarations at least fifteen (15) days before cancellation takes effect. Proof of mailing will be sufficient proof of notice.

Abandonment of Property

There can be no abandonment of any property to us.



Appraisal

If you and we disagree on the value of any property or the amount of loss, either you or we can make a written demand for appraisal. In this event, each party will select a competent, independent appraiser and notify the other party of the appraiser's identity within twenty (20) days of receipt of the written demand for appraisal. The two appraisers will then select a competent, impartial umpire. If the two appraisers cannot agree on the selection of an umpire within fifteen (15) days, you or we can ask a judge of a court of record in the state of your residence to select an umpire. The appraisers will state separately the value of the property and the amount of the loss. If the appraisers fail to agree, they will submit their differences to the umpire. Written agreement signed by any two of these three will set the value of the property and the amount of the loss. Each party will pay its chosen appraiser and equally bear the cost of the umpire and other appraisal expenses. Our request for an appraisal will not waive any of our rights under this policy.

Bankruptcy

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

This policy is signed for the company which is the insurer under this policy.

IN WITNESS WHEREOF, the Company has executed and attested these presents.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL EVENT LIABILITY ENDORSEMENT

For an additional premium, we will provide the coverage described in this endorsement.

POLICY PERIOD

The coverage provided under this endorsement applies only to occurrences during the policy period.

DEFINITIONS

For purposes of this endorsement, the words below mean the following:

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

Business means:

1. a trade;
2. profession; or
3. occupation;

engaged in on a full-time, part-time or occasional basis.

Insured means the named insured and each honoree and spouse of an honoree.

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

Occurrence means:

1. an accident, including continuous or repeated exposure to substantially the same general conditions, occurring at the event location during the policy period, that results in bodily injury or property damage; or
2. an offense, including a series of related offenses, committed at the event location during the policy period, that results in personal injury. Organizational insured means:

The organization named in the additional insured section of the Declarations, but only with respect to conduct of the business also named in the additional insured section of the Declarations and includes:

1. Sole owner, partners, or managers, of the Organizational insured and their spouses;
2. The executive officers and directors of the Organizational insured; and
1. Volunteer workers, but only while performing duties for the Organizational insured or employees, but only for acts within the scope of their employment by the Organizational insured.

Personal injury means injury other than bodily injury caused by any of the following offenses committed on the event date at the event location:

1. False arrest, detention, or imprisonment, or malicious prosecution;
2. Libel, slander or defamation of character; or
3. Invasion of privacy, wrongful eviction or wrongful entry.

Policy period means date shown as the event date in Special Event Liability section of the Declarations.



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

Property damage means physical injury to, destruction of, or loss of use of tangible property.

Territory means the United States of America, its territories and possessions. It also means Puerto Rico or Canada, and cruise ships leaving from a port within these territories.

All other definitions contained in the Special Event Policy apply.

LIABILITY COVERAGES

1. Bodily Injury, Property Damage and Personal Injury

If a claim is made or a suit is brought against an insured for damages because of bodily injury, property damage or personal injury caused by an occurrence to which this coverage applies, we will:

- a. Pay up to our limit of liability for the damages for which an insured is legally liable. Damages include prejudgment interest awarded against an insured; and
- b. Provide a defense at our expense by counsel of our choice. We will provide a defense even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the occurrence exhausts our limit of liability.

2. Additional Payments

When arising out of an occurrence to which this coverage applies, we will cover the following if coverage applies to the occurrence:

- a. Costs and expenses we incur to defend a claim or lawsuit against an insured;
- b. Interest which accrues after judgment in a lawsuit and before we pay, offer, or deposit in court that part of the judgment which does not exceed our limit of liability;
- c. Premiums on bonds but only for that portion of the bond not exceeding our limit of liability. These are covered only if required in a suit we defend. We have no duty to apply for or furnish these bonds; and
- d. Reasonable expenses incurred by an insured at our request. This includes actual loss of wages up to \$100 a day due to attendance at hearings or trials at our request.

These are covered in addition to our limit of liability.

LIMITS OF LIABILITY

1. The most we will pay for all damages for any one occurrence is the limit of liability shown on the Declarations. This is the most we will pay regardless of the number of insureds. This is also the most we will pay despite the number of claims made, suits brought, persons injured, property damaged, or exposures or premiums shown on the Declarations.
2. The general aggregate limit is the most we will pay for all damages to which this insurance applies. This general aggregate limit applies despite the number of occurrences. Other than as set out below (regarding an insured's liability for damage to property rented to or hired by an insured), there is no separate limit for any person or entity insured under this endorsement.
3. Subject to the general aggregate limit and the per occurrence limit, the most we will pay for all property damage to the event location is the limit of liability shown on the Declarations as property damage liability sublimit. This limit includes loss to any fixtures and contents rented, hired, loaned to, or within any insured's care, custody or control at the event location. This limit is the most we will pay despite the number of insureds, claims made, suits brought, property damaged or exposures.



3. Subject to the general aggregate limit and the per occurrence limit, the most we will pay for all property damage to the event location is the limit of liability shown on the Declarations as property damage liability sublimit. This limit includes loss to any fixtures and contents rented, hired, loaned to, or within any insured's care, custody or control at the event location. This limit is the most we will pay despite the number of insureds, claims made, suits brought, property damaged or exposures.

LIABILITY EXCLUSIONS

This endorsement does not apply to:

1. Bodily injury or property damage expected or intended by an insured even if the resulting bodily injury or property damage:
 - a. is of a different kind, quality or degree than expected or intended; or
 - b. is sustained by a different person, entity, real or personal property, than expected or intended.

Exclusion 1. does not apply to bodily injury which results from the use of reasonable force by an insured to protect persons or property.
2. Bodily injury, property damage or personal injury:
 - a. arising out of a named insured's or an honoree's business pursuits or business property.
 - b. for which an insured may be held liable by reason of:
 - i. causing or contributing to the intoxication of any person;
 - ii. furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 - iii. violation of any law or regulation relating to the sale, gift, distribution or use of alcoholic beverages.
 - c. arising out of:
 - i. the ownership, maintenance, use, loading or unloading, or entrustment of any motor vehicle, motorized vehicle, nonmotorized transportation, trailer, watercraft, aircraft or recreational vehicle;
 - ii. vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using any motor vehicle, motorized vehicle, trailer, watercraft, aircraft or recreational vehicle; or
 - iii. the failure to supervise, or the negligent supervision, of any person, by an insured in connection with any motor vehicle, motorized vehicle, trailer, watercraft, aircraft or recreational vehicle.
 - d. arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance, as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, marijuana, LSD and all narcotic drugs. This exclusion shall not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.
 - e. arising out of the acts or omissions of any provider of goods or services in conjunction with the event. This applies whether or not they are a paid contractor or vendor.
 - f. arising out of the rendering or failing to render professional services.
 - g. arising from a violation of a penal statute or ordinance, with the knowledge of an insured.
 - h. arising out of the actual, alleged or threatened release, discharge, escape, dispersal, seepage or migration of pollutants:
 - i. at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured, or
 - ii. which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured.



Subparagraph i. does not apply to property damage arising out of heat, smoke or fumes from a hostile fire. As used in this exclusion a hostile fire means one which becomes out of control or breaks out from where it was in-tended to be.

- i. arising out of the actual, alleged or threatened absorption, adsorption, ingestion or inhalation by any person of lead or asbestos at or from any premises, site or location which is or was at any time owned, occupied, rented or loaned by an insured.
- j. caused directly or indirectly by war, including the following and any sequence of the following:
 - i. undeclared war, civil war, insurrection, rebellion or revolution;
 - ii. warlike act by military force or military personnel; or
 - iii. destructive seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act, even if accidental.

- k. arising directly or indirectly from an occurrence outside of the territory.
 - l. arising out of ownership, maintenance, use, loading, unloading or entrustment to others of any mechanical, inflatable or motorized amusement device.
 - m. arising out of the use, preparation, presentation or viewing of pyrotechnics, including fireworks, Chinese lanterns, sparklers or other firework novelties, or a laser light production.
3. Bodily injury or personal injury:
- a. to an insured;
 - b. arising out of the transmission of a communicable disease by an insured; or
 - c. arising out of sexual molestation, corporal punishment or physical or mental abuse.

4. Property damage to property owned by, loaned to, rented to, or in the care, custody or in control of an insured.

Subject to this endorsement's property damage sublimit of liability, this exclusion 4. does not apply to the extent an insured assumed contractual obligation for property damage to an event location, or to any fixtures or contents rented, hired, loaned to, or within any insured's care, custody or control at the event location.

5. Personal Injury:

- a. arising out of oral or written publication of material, if done by or at the direction of anyone seeking coverage with knowledge of its falsity;
- b. arising out of:
 - i. advertising, broadcasting or telecasting activities by an insured, or
 - ii. libel, slander, defamation or violation of privacy if:
 - (a) the same first injurious publication or utterance occurred prior to the date of issue, or
 - (b) the offense committed is about any organization or business, its products or services and made with knowledge of the falsity by or at an insured's direction.
- c. arising out of a breach of contract; or
- d. arising out of the use of an electronic chatroom or bulletin board.



6. Damages:

- a. for which any person seeking coverage under this endorsement is required to pay by reason of assumption of liability in a contract or agreement or by bailment. However, this exclusion does not eliminate coverage for damages:
 - i. That any person seeking coverage under this endorsement would have in the absence of the contract, bailment or agreement, and provided they are otherwise covered under this endorsement; or
 - ii. Assumed by an insured in a contract or agreement that is an insured contract, provided the damages are otherwise not excluded by this policy.
- b. an insured or any company providing primary insurance may have to pay under any of the following laws:
 - i. workers' compensation law;
 - ii. unemployment compensation
 - iii. disability benefits; or
 - iv. any other similar law.
- c. which are designated as punitive, exemplary or statutory multiple damages.

7. Any loss, cost or expense arising out of any:

- a. request, demand or order issued or made pursuant to any environmental protection or environmental liability statutes or regulations that anyone tests for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effects of any pollutants.
- b. claim or suit by or on behalf of a governmental testing authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of any pollutants.

8. Any amounts assessed against an insured by a corporation or association of property owners.

DUTIES AFTER OCCURRENCE

In the event of an occurrence which may involve the coverage provided by this endorsement, you (or someone acting for you) must perform the following duties that apply. You must help us by seeing that these duties are performed.

1. Give written notice to us or our agent as soon as is reasonably practicable, which sets forth:
 - a. the identity of the policy and the named insured;
 - b. reasonably available information on the time, place and circumstances of the occurrence; and
 - c. name and addresses of any claimants and witnesses.
2. Promptly forward to us every notice, demand, summons or other process relating to the occurrence.
3. At our request, help us with the items below:
 - a. Make settlement;
 - b. Enforce any right of contribution or indemnity against any person or organization who may be liable to you;
 - c. With the conduct of suits and attend hearings and trials;
 - d. Secure and give evidence and obtain the attendance of witnesses;
 - e. Cooperate with and assist us in any manner concerning a claim or suit; and



- f. Submit to examinations by us, under oath, as we may reasonably require.
- 4. You will not, except at your own cost, voluntarily make payment, assume obligation or incur expense.

OTHER INSURANCE

The insurance we provide in this endorsement is excess over any other valid and collectible insurance available to an insured.

All other provisions of this policy apply.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SPECIAL EVENT LIABILITY ENDORSEMENT
INCLUDING HOST LIQUOR LIABILITY**

For an additional premium, we will provide the coverage described in this endorsement.

DEFINITIONS

For purposes of this endorsement, certain words and phrases that appear in bold are defined below. If a word or phrase appears in bold in this endorsement and is not defined below, refer to the DEFINITIONS section of the policy to which this endorsement attaches.

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

Business means a trade, profession, or occupation engaged in on a full-time, part-time, or occasional basis.

Claim means:

1. A written demand for damages made against an **Insured**;
2. A civil proceeding initiated against an **Insured** by the service of a complaint or similar pleading in which damages are alleged; or
3. An arbitration, mediation, or other similar alternative dispute resolution proceeding initiated against an **Insured**, or a demand for same, in which damages are alleged.

Coverage period means the date shown on the Declaration as the **Event Date**.

Coverage Territory means the United States of America, and its territories and possessions, Canada, and cruise ships leaving from a port within these territories.

Defense costs means:

1. Reasonable and necessary fees, costs, and expenses charged by an attorney retained by us, or retained by an **Insured** with our prior written consent, to defend a **claim**; and
2. Other reasonable and necessary fees, costs, and expenses resulting from the investigation, settlement, defense, and appeal of a **claim**, if incurred by us or by an **Insured** with our prior written consent.

Defense costs does not include any **Insured's** wages, salary, lost earnings, or other compensation or benefits.

Insured means the **named insured**, each **honoree**, and any **spouse** of an **honoree**.

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

Occurrence means an accident, including continuous or repeated exposure to substantially the same general conditions, which results in **bodily injury** or **property damage**.

Offense means any of the following committed by an **Insured**, which results in **personal injury**:

1. False arrest, detention, imprisonment, or malicious prosecution;
2. Libel, slander, or defamation of character; or
3. Invasion of privacy, wrongful eviction, or wrongful entry.

Personal injury means injury other than **bodily injury** caused by an **offense**.

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



Property damage means physical injury to, destruction of, or loss of use of tangible property.

LIABILITY COVERAGE AGREEMENT AND SUPPLEMENTAL PAYMENTS

1. Bodily Injury, Property Damage, and Personal Injury Liability Insuring Agreement

If a **claim** is made against an **Insured** for damages because of **bodily injury, property damage, or personal injury** to which this coverage applies, we will:

- a. Pay up to our Limit of Liability for the damages for which an **Insured** is legally liable. Damages include prejudgment interest awarded against an **Insured**; and
- b. Provide a defense by counsel of our choice. **Defense costs** we incur in defending any **claim** are part of and will reduce our Limit of Liability. We will provide a defense even if the **claim** is groundless, false, or fraudulent.

This coverage applies to **bodily injury, property damage, or personal injury** only if:

- a. The **bodily injury or property damage** is caused by an **occurrence** that takes place at the **Event Location** and during the **coverage period**; or
- b. The **personal injury** is caused by an **offense** committed at the **Event Location** and during the **coverage period**.

We may, at our discretion, investigate and settle any **claim**. Our duty to defend ends when we have exhausted our Limit of Liability in the payment of damages, judgments, settlements, and/or **defense costs**.

2. Supplemental Payments

With respect to any **claim** we defend, we will pay the following:

- a. Interest which accrues after entry of a judgment and before we pay, offer to pay, or deposit in court that part of the judgment that is within our Limit of Liability.
- b. Premiums on bonds but only for that portion of the bond within our Limit of Liability. We have no duty to apply for or furnish these bonds.
- c. Reasonable expenses incurred by an **Insured** at our request, including actual loss of wages up to \$100 a day due to attendance at hearings or trials.

These supplemental payments are covered in addition to our Limit of Liability.

LIMITS OF LIABILITY

1. EACH OCCURRENCE OR OFFENSE LIMIT

The most we will pay for all damages and **defense costs** arising out of any one **occurrence or offense** is the Each Occurrence or Offense Limit shown on the Declarations, regardless of the number of **Insureds, claims** made, persons or organizations making **claims**, or exposures or premiums shown on the Declarations.

2. GENERAL AGGREGATE LIMIT

The General Aggregate Limit shown on the Declarations is the most we will pay for all damages and **defense costs** to which this endorsement applies, regardless of the number of **Insureds, occurrences, offenses, claims** made, persons or organizations making **claims**, or exposures or premiums shown on the Declarations.



3. PROPERTY DAMAGE LIABILITY SUBLIMIT

Subject to the General Aggregate Limit and the Each Occurrence or Offense Limit, the most we will pay for all damages and **defense costs** because of **property damage** to the **Event Location** is the Property Damage Liability Sublimit shown on the Declarations. This Sublimit includes loss to any fixtures and contents rented or loaned to any **Insured** or within any **Insured's** care, custody, or control at the **Event Location**. This Sublimit is the most we will pay regardless of the number of **Insureds**, **occurrences**, claims made, persons or organizations making **claims**, or exposures or premiums shown on the Declarations.

LIABILITY EXCLUSIONS

This endorsement does not apply to:

1. **Bodily injury or property damage** expected or intended by an **Insured** even if the resulting **bodily injury** or **property damage**:

- a. Is of a different kind, quality, or degree than expected or intended; or
- b. Is sustained by a different person, organization, entity, or real or personal property than expected or intended.

This exclusion does not apply to **bodily injury** resulting from the use of reasonable force by an **Insured** to protect persons or property.

2. **Bodily injury, property damage or personal injury**:

- a. Arising out of any **Insured's business** pursuits or **business** property.
- b. For which an **Insured** may be held liable by reason of:
 - i. Causing or contributing to the intoxication of any person;
 - ii. Furnishing alcoholic beverages to a person who is under the legal drinking age or under the influence of alcohol; or
 - iii. Violation of any law or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

Exclusion 2.b. applies only if the **Insured** is in the **business** of manufacturing, distributing, selling, or furnishing alcoholic beverages.

- c. Arising out of:
 - i. The ownership, maintenance, use, loading or unloading, or entrustment of any motor vehicle, motorized vehicle, non-motorized transportation, trailer, watercraft, aircraft, or recreational vehicle;
 - ii. Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using any motor vehicle, motorized vehicle, trailer, watercraft, aircraft, or recreational vehicle; or
 - iii. The failure to supervise, or the negligent supervision of, any person by an **Insured** in connection with any motor vehicle, motorized vehicle, trailer, watercraft, aircraft, or recreational vehicle.
- d. Arising out of the use, sale, manufacture, delivery, transfer, or possession by any person of a Controlled Substance, as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. This exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.
- e. Arising out of the acts or omissions of any provider of goods or services in conjunction with the **Insured Event**. This exclusion applies whether or not such provider is a paid contractor or **vendor**.
- f. Arising out of the rendering of or failing to render professional services.



- g. Arising from a violation of a penal statute or ordinance with the knowledge of any **Insured**.
- h. Arising out of the actual, alleged, or threatened release, discharge, escape, dispersal, seepage, or migration of **pollutants**:
 - i. At or from any premises, site, or location which is or was at any time owned or occupied by, or rented or loaned to, any **Insured**; or
 - ii. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **Insured**.

Subparagraph i. does not apply to **property damage** arising out of heat, smoke, or fumes from a hostile fire. As used in this exclusion, hostile fire means one which becomes out of control or breaks out from where it was intended to be.

- i. Arising out of the actual, alleged, or threatened absorption, adsorption, ingestion, or inhalation by any person of lead or asbestos at or from any premises, site, or location which is or was at any time owned, occupied, or rented by, or loaned to, any **Insured**.
- j. Caused directly or indirectly by war, including the following and any sequence of the following:
 - i. Undeclared war, civil war, insurrection, rebellion, or revolution;
 - ii. Warlike act by military force or military personnel; or
 - iii. Destructive seizure or use of property for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act, even if accidental.

- k. Arising directly or indirectly from an **occurrence** or **offense** that takes place outside of the **coverage territory**.
 - l. Arising out of the ownership, maintenance, use, loading, unloading, or entrustment to others of any mechanical, inflatable, or motorized amusement device.
 - m. Arising out of the use, preparation, presentation, or viewing of pyrotechnics, including fireworks, Chinese lanterns, sparklers, or other firework novelties, or a laser light production.
3. **Bodily injury or personal injury**:
- a. To an **Insured**;
 - b. Arising out of the transmission of a communicable disease by an **Insured**; or
 - c. Arising out of sexual molestation, corporal punishment, or physical or mental abuse.

4. **Property damage** to property owned by, loaned or rented to, or in the care, custody, or control of any **Insured**.

Subject to the Property Damage Sublimit of Liability, this exclusion does not apply to liability assumed by an **Insured** in an **insured contract** for **property damage** to an **Event Location**, or to any fixtures or contents rented or loaned to any **Insured** or within any **Insured's** care, custody, or control at the **Event Location**.

5. **Personal Injury**:

- a. Arising out of oral or written publication of material, if done by or at the direction of anyone seeking coverage with knowledge of its falsity;



b. Arising out of:

- i. Advertising, broadcasting, or telecasting activities by an **Insured**; or
- ii. Libel, slander, defamation, or violation of privacy if:
 - (a) The same first injurious publication or utterance occurred prior to the **Date of Issue**; or
 - (b) The offense is committed against any organization or **business**, or its products or services, by or at the direction of any **Insured** with knowledge of its falsity.

6. Damages:

- a. Any **Insured** is required to pay by reason of assumption of liability in a contract or agreement or by bailment. However, this exclusion does not eliminate coverage for damages:
 - i. That an **Insured** is obligated to pay in the absence of the contract, bailment, or agreement, provided such damages are otherwise covered under this endorsement; or
 - ii. That an **Insured** assumed liability for in an **insured contract**, provided such damages are otherwise covered under this endorsement.
- b. Any **Insured** or any company providing primary insurance may have to pay under any of the following laws:
 - i. Workers' compensation;
 - ii. Unemployment compensation;
 - iii. Disability benefits; or
 - iv. Any other similar law.
- c. Which are designated as punitive, exemplary, or statutory multiple damages.

7. Any loss, cost, or expense arising out of any:

- a. Request, demand, or order issued or made pursuant to any environmental protection or environmental liability statutes or regulations that anyone test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of any **pollutants**.
- b. Any matter brought by or on behalf of a governmental testing authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of any **pollutants**.

8. Any amounts assessed against an **Insured** by a corporation or association of property owners.

DUTIES IN THE EVENT OF AN OCCURRENCE, OFFENSE, OR CLAIM

In the event of an **occurrence**, **offense**, or **claim**:

- 1. You or someone acting on your behalf must give us or our agent written notice of such **occurrence**, **offense**, or **claim** as soon as is reasonably practicable, which sets forth:
 - a. The identity of the policy and the **named insured**;
 - b. The time, place, and circumstances of the **occurrence** or **offense**; and
 - c. The names and addresses of any claimants and witnesses.



2. You must promptly forward to us every notice, demand, summons, or other process relating to the **occurrence, offense, or claim**.
3. You must:
 - a. Cooperate with us in the investigation, defense, or settlement of any **occurrence, offense, or claim**;
 - b. Help us, at our request, to enforce any right of contribution or indemnity against any person or organization who may be liable to you;
 - c. Secure and give evidence and obtain the attendance of witnesses; and
 - d. Submit to examinations by us, under oath, as we may reasonably require.
4. You will not, except at your own cost, voluntarily make payment, assume obligation, or incur any expense without our consent.

OTHER INSURANCE

The insurance we provide in this endorsement is excess over any other valid and collectible insurance available to an **Insured**.

All other policy provisions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS - FLORIDA
SPECIAL EVENT LIABILITY ENDORSEMENT
SPECIAL EVENT LIABILITY ENDORSEMENT INCLUDING LIQUOR LIABILITY

The definition of **Pollutants** is deleted and replaced with the following:

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

All other policy provisions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

The Suits Against Us Condition in **SECTION IV – CONDITIONS** of this policy is deleted and replaced with the following:

Suit Against Us. No action can be brought against us unless the **Insureds** have fully complied with all terms and conditions of this policy, and the action is stated within five years after the date of loss.

All other policy provisions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

Solely with respect to the Special Event Liability Coverage of this policy, the definition of Insured includes the person(s) or organization(s) shown on the Declarations as additional insured(s), subject to the following provisions:

1. Coverage for any such additional insured applies only to **bodily injury** or **property damage** caused in whole or in part by an act or omission of the **Named Insured** or any **honoree(s)** on the **Event Date**.
2. Coverage for any such additional insured does not apply to **personal injury**.
3. Coverage for any such additional insured does not apply to **bodily injury** or **property damage** caused by, arising out of, or resulting from, in whole or in part, any acts or omissions of an additional insured, its employees, or its agents.
4. This endorsement does not increase the limits of liability shown on the Declarations.

All other policy provisions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ
IT CAREFULLY.

PANDEMIC, OUTBREAK OR EPIDEMIC EXCLUSION

The following exclusion is added and applies to all coverages under this policy, including any coverage added by endorsement:

This policy does not apply to any loss resulting directly or indirectly from any communicable disease, including any actual or perceived fear or risk of transmission of a communicable disease, that is:

1. Declared to be a pandemic by the World Health Organization;
2. Listed on the Current Outbreak List published by the Centers for Disease Control and Prevention; or
3. Declared to be an epidemic or outbreak by a public health department of any local entity, city, county, state, or jurisdiction.

If any such entities declare the communicable disease to be a pandemic, outbreak, or epidemic on different dates, the communicable disease will be deemed to be declared a pandemic, outbreak, or epidemic on the earliest date of declaration.