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Tokio Marine HCC - Specialty Group

Weather Insurance

Policy Wording

About Weather Insurance

The HCC Specialty Limited weather product uses historical data to offer insurance cover in the event that an **Insured Weather Peril(s)** occurs within **your** **Insured Weather Period** at **your Insured Weather Location.**

In the event of a **verified loss** under this policy, **we** will pay the **amount** figure stated in the **Schedule** in full.

Introduction

In return for payment of the premium shown in the **Schedule**, **we** agree to insure **you,** subject to the terms and conditions contained in or endorsed on this insurance, against loss **you** sustain during the **Insured Weather Period(s).**

Wherever words appear in **bold** in this policy they will have the meanings shown in the “DEFINITIONS” on page five (5).

This document, the **Schedule** and any **endorsement(s)** attached form **your** policy.

This document sets out the conditions of the policy between **you** and **us**. It should be kept in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that:

* **you** check that the insurance cover **you** have requested is included in the **Schedule**;
* **you** check that the information **you** have given **us** is accurate – see the “Information **You** have given **Us**” section;
* **you** notify **your** broker as soon as practicable of any inaccuracies in the “Information **You** have given **Us**;

**you** comply with **your** duties under this insurance.

Important Information – Information You have given to Us

In deciding to accept this policy and in setting the terms and premium, **we** have relied on the information **you** have given **us** in a written **Proposal** **Form** or in documents supplied to **us** to support such a **Proposal Form** or in correspondence submitted to **us** instead of a **Proposal Form.** **You** must take care when answering any questions **we** ask by ensuring that all information provided is, to the best of **your** knowledge, accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this policy as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim. For example, **we** may:

* treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
* amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
* reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
* cancel **your** policy in accordance with the Right to cancel condition below.

**We** or **your** insurance **broker** will write to **you** if **we**:

* intend to treat **your** policy as if it never existed; or
* need to amend the terms of **your** policy.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **your broker** as soon as practicable.

Important Information – “Policyholder Notices”

**Cancellation**

**You** can also cancel this policy at any time by writing to **your broker**.

**We** can cancel this policy by giving **you** thirty (30) days' notice in writing.

**We** will only do this for a valid reason (examples of valid reasons are as follows):

* Non-payment of premium;
* A change in risk occurring which means that we can no longer provide you with insurance cover;
* Non-cooperation or failure to supply any information or documentation we request;

Threatening or abusive behaviour or the use of threatening or abusive language.

Refund of Premium

**You** have a statutory right to cancel this policy by writing to your broker within fourteen (14) days of either:

the date you receive this policy; or

the start of the period of insurance

whichever is the later.

Unless you purchase this Insurance within 30 days of the start

of the Insured Weather Period, in which case the  Insurance

shall be non-cancellable.

If this insurance is cancelled then, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

If **you** cancel this insurance outside of thestatutory right period, there may be an additional charge, as stated in the **schedule**, to cover the administrative cost of providing the insurance.

If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

If **you** do not exercise your right to cancel **your** policy, it will continue in force and **you** will be required to pay the premium.

Claims

How to make a claim

If **you** want to make a claim under this policy, please contact **your broker** or contact **us** directly on (0)20 7702 4700 or at [specialty@tmhcc.com](mailto:specialty@tmhcc.com) as soon as is reasonably possible.

**We** would encourage **you** to use due diligence and carry out all reasonable measures to reduce any loss under this insurance and to retain receipts, photographs or video evidence, if possible, in support of any claim under this insurance.

In all circumstances, please reference **your** policy number, appearing in line one of the **Schedule** and include the following information:

* Date(s) of claim(s);
* Location(s) of claim(s);
* Description(s) of the **Weather Event(s)** which **you** believe to have triggered the **Insured Weather Peril(s).**

Upon notification of a claim under this policy, **we** will request a **WDPS Report** from **Weather Analytics LLC** and **we** will confirm to **you** as soon as is reasonably possible whether or not **your** claim has been verified.

**Claims verification**

**You** agree to employ **Weather Analytics LLC** to record the **Insured Weather Peril** for the **Insured Event** and the **Weather Analytics LLC** **WDPS report** will be the ONLY weather data report relied upon in the settlement of a claim under this policy.

**Fraudulent Claims**

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means that **we** will not pay the false or fraudulent claim, or any subsequent claim.

Complaints

**How to make a complaint**

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact **your broker** whose contact details are shown in the **Schedule.**

If **you** wish to make a complaint to **us, you** should contact:

David Feldman, Head of International Compliance, Tokio Marine HCC – Specialty Group, 1 Aldgate, London, EC3N 1RE.

[dfeldman@tmhcc.com](mailto:dfeldman@tmhcc.com) and or 020 7680 3008

= **you** may refer **your** complaint to the Financial Ombudsman Service (FOS).

The contact details are:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Tel: 0800 023 4567 (calls are free from “fixed lines” in the UK) or;

0300 123 9123 (call charges may apply in the UK)

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Making a complaint does not affect **your** right to take legal action.

**Compensation**

Lloyd's insurers are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to **you** under this policy. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

**Data Protection**

**You** should understand that any information **you** have provided will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

**Sanctions**

Sanctions Endorsement:

**We** shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

LMA5213 (12 March 2014)

**Law and Jurisdiction**

Unless specifically agreed to the contrary, this policy shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England.

Definitions

1. **Aggregate Limit of Indemnity** means the total **sum insured** as stated in the **Schedule**.
2. **Broker** means the insurance intermediary as stated in the **Schedule** through whom you purchased this policy.
3. **Consumer** means private individuals acting for the purposes outside of their trade, business or profession.

1. **Deductible** means the amount **you** must pay before **we** will issue payment for the remainder of a valid claim.
2. **Endorsement** means any written document attached to this insurance policy   
   that modifies the policy by changing the coverage afforded under the policy.
3. **Insured Event** means each individual event separately and specifically stated in the **Schedule**.
4. **Insured Weather Location** means the specific location of the **Insured Event** identified by longitude and latitude as defined in the **Schedule.**
5. **Insured Weather Peril(s)** means the specific weather parameter(s) which **you** have chosen as defined in the **Schedule**.

If the **Insured Weather Peril** which **you** have chosen is bespoke to **your** business and as such not defined below, please refer to **your** **Schedule** for the appropriate definition.

**Insured Weather Perils** include but are not limited to:

*Rain: Incremental Accumulation* meaning the total quantity of rain to fall within the **Insured Weather Period** at the **Insured Weather Location.**

*Rain: Non-Consecutive Dry Hours* meaning a specified number of insured dry hours which occur within the **Insured Weather Period** at the **Insured Weather Location.**

A dry hour is defined as an hour in which less than a pre-determined quantity of rain falls.

This predetermined quantity is usually 0.01 inches but it can be more if the **Insured** so wishes and so instructs.

*Rain: Consecutive Dry Hours* meaning a specified number of insured dry hours which pass in consecutive, chronological order within the **Insured Weather Period** at the **Insured Weather Location.** A dry hour is defined as an hour in which a pre-determined quantity of rain or less falls. This predetermined quantity is usually 0.01 inches but it can be more if the **Insured** so wishes and so instructs.

*Snow: Incremental Accumulation* meaning the total quantity of snow to fall within the **Insured Weather Period** at the **Insured Weather Location.**

*Temperature: Maximum* meaning the maximum temperature recorded within the **Insured Weather Period** at the **Insured Weather Location.**

*Temperature: Minimum* meaning the minimum temperature recorded within the **Insured Weather Period** at the **Insured Weather Location.**

*Wind: Maximum Sustained Excluding Gusts* meaning the maximum hourly wind average recorded within the **Insured Weather Period** at the **Insured Weather Location.**

*Wind: Gusting* meaning the maximum instantaneous wind gust recorded within the **Insured Weather Period** at the **Insured Weather Location.**

1. **Insured Weather Period(s)** means the specific date(s) and/ or time(s) as defined in the **Schedule** when the **Insured Weather Peril** must occur at the **Insured Weather Location.**

Where hours are specified in the **Insured Weather Period** in the **Schedule** it refers to the Standard Time of the day at the **Insured Weather Location**. Where Daylight Saving Time is in use, Standard Time shall mean Daylight Saving Time.

An hour is defined as a period 60 minutes starting specifically on the hour e.g. 07:00 or 08:00 or 09:00 and finishing on the hour e.g. 08:00, 09:00 or 10:00. For the avoidance of doubt, 07:10 to 08:10 would not be considered an hour under this policy.

1. **Proposal Form** means a form filled out by **you** when applying for insurance or correspondence submitted by **You** to **us** in place of the **Proposal Form**. The Weather Insurance **Proposal Form** is available from **your broker.**
2. **Schedule** means the document which gives details of the cover and the **sum insured** which **you** have chosen.
3. **Sum insured** means the **amount** as stated in the policy **Schedule.**
4. **Verified Loss** means a claim under this policy which has been verified by a **Weather Analytics LLC** **WDPS Report.**
5. **Weather Analytics LLC** are an independent company who provide access to historical and real-time global hourly data for more than 500 weather variables and indices across every country and every ocean worldwide. See <http://www.weatheranalytics.com/>.
6. **Weather Event** means the weather at the **Insured Event**.
7. **WDPS Report** is a report produced by **Weather Analytics LLC** and it is the only weather data report to be relied upon in the settlement of a claim under this policy.
8. **We, Us,** **Our** or **Insurer(s)** means HCC International Insurance Company plc. HCC Specialty Ltd
9. **You** or **Your** means the **Insured,** the policyholderas stated in the policy **Schedule**
10. **Gridded Data System Model** is a model used by **Weather Analytics LLC** to provide weather statistics and **WDPS Reports**. It uses weather statistics from 40,000 ground weather stations, geostationary weather satellites, moored and drifted ocean weather buoys, flight path recordings, and military bases to form and apply an algorithm in order to fuse, cleanse, format, and rationalise the data and then group it into source resolutions or data grids. These resolutions or grids are essentially geographical areas of varying km squared size (depending on the **Insured Weather Peril** and the territory) within one of which your **Insured Weather Location**’s Latitude and Longitude will be situated. A full explanation can be found in addendum 1 at the back of this policy schedule
11. A **Ground Weather Station** is weather station with instruments and equipment for measuring atmospheric conditions.

**What is covered?**

Subject always to the terms, conditions and exclusions contained within this policy or endorsed onto this policy:

This insurance is to pay **you** the **amount** as stated in the **Sum Insured** at the **Insured Event** arising solely and directly in consequence of an **Insured Weather Peril** only provided that;

1. the **Insured Weather Peril(s)** occurs within the **Insured Weather Period** as stated in the **Schedule**;

and

1. the **Insured Weather Peril(s)** occurs at the **Insured Weather Location** as stated in the **Schedule;**

Provided always that the maximum amount that **We** will pay shall not exceed the **Sum Insured(s)** stated in the **Schedule** for the relevant **Insured Event(s)** nor the **Aggregate Limit of Indemnity** as stated in the Schedule.

This insurance may be subject to a **Deductible** as stated in the **Schedule** which shall be paid by **You.**  Any **Deductible** stated in the **Schedule** may not be protected by any other insurance.

**What is not covered**

**We** will not cover:

1. Any peril(s) or cause(s) other than the **Insured Weather Peril** as specified in the **Schedule** of this insurance or by an agreed **Endorsement.**
2. **Weather peril(s)** at any **Weather Location(s)** or during any **Weather Period(s)** other than those designated in the **Schedule** of this Insurance.
3. Any **amount** not stated in the **Schedule.**
4. Any contractual dispute or breach by **you.**

General Conditions

1. **You** must observe and fulfill the terms and conditions contained within this policy or endorsed onto this policy.
2. It is understood and agreed that no other insurance shall be effected by y**ou** to protect the interest insured under this policy unless prior advice is given to **us** by **you**. In the event that such other insurance is effected, **we** reserve the right to amend the terms and conditions of this insurance.
3. The Premium and any expense incurred by **you** in the formulation of a claim shall not be a recoverable item under this policy.
4. No suit shall be brought upon this insurance unless **you** have complied with all the provisions of this policy and has commenced suit within twelve (12) months after the loss occurs.
5. This insurance may not be transferred to an **Insured** other than **you** in whole or in part without the written consent of **us**.
6. This policy contains all the agreements between **you** and **us.** Notice to any agent or knowledge possessed by any agent or by any other person does not effect, waive or amend this insurance. The provisions contained in this policy can be amended only by **Endorsement(s)** issued and agreed by **us** and made a part of this insurance.
7. This insurance is excess of any other valid and collectible insurance.
8. Only in respect of business which falls outside the definition of **consumer**, Section 10 of the Insurance Act 2015 does not apply to the premium payment warranty (but will apply as usual to the rest of the policy). As a result, if the **Insured** fails exactly to comply with the premium payment warranty as outlined in the **Schedule,** the **Insurer** will irrevocably be discharged from any liability from the time of such breach. Accordingly, the **Insured** cannot avail itself of the defense that it has remedied the breach of the premium payment warranty before any loss has occurred.

Regulation

A subsidiary of HCC Insurance Holdings, Inc., HCC Specialty Ltd. is authorised by the Financial Conduct Authority (FCA). Registered in England and Wales No. 04434904. Registered office: 1 Aldgate, London, EC3N 1RE.

The Society of Lloyd’s is authorised and regulated by the Financial Conduct Authority (FCA) and the United Kingdom Prudential Regulation Authority (PRA) under the Financial Services and Markets Act 2000.

The Society of Lloyd’s Financial Services Register Firm Number is: 202761.

Further details can be found at:

[www.bankofengland.co.uk](http://www.bankofengland.co.uk)   
for the Prudential Regulation Authority and;

[www.fca.org.uk](http://www.fca.org.uk)   
for the Financial Conduct Authority

Data Protection

Tokio Marine HCC respects your right to privacy. In our Privacy Notice (available at https://www.tmhcc.com/en/legal/privacy-policy) we explain who we are, how we collect, share and use personal information about you, and how you can exercise your privacy rights. If you have any questions or concerns about our use of your personal information, then please contact DPO@tmhcc.com.

We may collect your personal information such as name, email address, postal address, telephone number, gender and date of birth. We may also collect your sensitive personal information such as data relating to your physical or mental health or condition. We need the personal or sensitive personal information to enter into and perform a contract with you. We retain personal information and sensitive personal information we collect from you where we have an ongoing legitimate business need to do so.

We may disclose your personal or sensitive personal information to our **group companies, third party services providers and partners** who provide data processing services to us, or who otherwise process personal or sensitive personal information for purposes that are described in this Privacy Notice or notified to you when we collect your personal or sensitive personal information; to any **competent law enforcement body, regulatory, government agency, court or other third party** where we believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect your vital interests or those of any other person; to a **potential buyer** (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer it must use your personal and sensitive personal information only for the purposes disclosed in this Privacy Notice; and to any **other person with your consent** to the disclosure.

Your personal and sensitive personal information may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country. We transfer data within the Tokio Marine group of companies by virtue of our Intra Group Data Transfer Agreement, which includes the EU Standard Contractual Clauses.

We use appropriate technical and organisational measures to protect the personal information that we collect and process about you. The measures we use are designed to provide a level of security appropriate to the risk of processing your personal information.

You have the following data protection rights: **access, correct, update or request deletion, object to processing, restrict processing and in some cases request portability.**

You can **opt-out of marketing communications** we send you at any time. You can exercise this right by clicking on the “unsubscribe” or “opt-out” link in the marketing e-mails we send you. Similarly, if we have collected and processed your personal or sensitive personal information with your consent, then you can **withdraw your consent** at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent. You have the **right to complain to a data protection authority** about our collection and use of your personal information.

|  |  |  |  |
| --- | --- | --- | --- |
| **Policy Schedule** | | | |
| **Policy Number** |  | | |
| **Type** | Weather insurance | | |
| **Reinsured** |  | | |
| **Insured** |  | | |
| **Insured Address** |  | | |
| **Insured Event(s)** |  | | |
| **Insured Sales Period(s)** |  | | |
| **Proposal Form dated** |  | | |
| **Insured Weather Period(s)** | Date(s) | |  |
| Start Hour(s) 24 hour | |  |
| End Hour(s) 24 hour | |  |
| **Insured Weather Location** | Address | |  |
| Latitude / Longitude | |  |
| **Gridded Data System Model** radius | |  |
| **Ground Weather Station** | | *e.g. n/a* |
| **Insured Weather Peril(s)** | Type | |  |
| Definition | |  |
| Threshold | |  |
| Basis | | This Insurance will pay should the **Insured Weather Peril(s)** occur at the **Insured Weather Location(s)** during the **Insured Weather Period(s)** |
| **Sum(s) Insured** | Amount(s) | |  |
| Representing | |  |
| **Deductible** |  | | |
| **Premium** |  | | |
| **Taxes payable by the insured** |  | | |
| **Premium payment warranty (only in respect of non-consumer business)** | The **Insured** must pay the premium in full to their **broker** before the commencement of the **Insured Weather Period.**  If the **Insured** fails exactly to comply with the premium payment warranty as outlined in the **Schedule,** the **Insurer** will irrevocably be discharged from any liability from the time of such breach. Accordingly, the **Insured** cannot avail itself of the defense that it has remedied the breach of the premium payment warranty before any loss has occurred. | | |
| **Claims verification** | Address | |  |
| Latitude(s) / Longitude(s) | |  |
| **Griided Data System Model** grid radius | |  |
| **Ground Weather Station** | | *e.g. n/a* |
| The **Insured** agrees to employ **Weather Analytics LLC** to record the **Insured Weather Peril** for the **Insured Event** and understands and agrees that the **Weather Analytics LLC** **WDPS Report** will be the ONLY weather data report relied upon in the settlement of a claim under this policy.  The **Weather Analytics LLC** **WDPS Report** will use the **Claims Verification** source as stated above being either:   * A specified **Ground Weather Station**  **OR** * The **Gridded Data System Model** as further defined in definitions and in Addendum 1 at the back of this policy schedule   Tokio Marine HCC has a minority ownership interest in **Weather Analytics LLC**. Tokio Marine HCC – Specialty Group has contracted with Weather Analytics exclusively to provide hyper-local climate data in the sports, hospitality, entertainment and leisure space in order to more accurately verify weather conditions at the exact location of the event. | | |
| **Claims Notification** | Please contact **your broker** or contact **us** directly on (0)20 7702 4700 or at [specialty@tmhcc.com](mailto:specialty@hcc.com) | | |
| **Law and Jurisdiction** | English / England | | |
| **Policy Language** | It is understood and agreed by both the **Insured** and the **Insurer** that the policy language for this Insurance shall be **English**  Notwithstanding the above, in the event that this policy has been translated for the benefit of a non-English speaking Insured, and as such any ambiguity arises as a result of the interpretation of policy language between the English Policy and the Translation, it is understood and agreed that the **English language policy shall prevail.** | | |
| **Broker** |  | | |
| **Terms** | Carrier | TMHCC International Insurance Company HCC Specialty Ltd | |
| Line size | 100% | |
| Brokerage | 25% | |
| **Subjectivities** | 1. Confirmation by the insured that the latitudes / longitudes are correct   Without such confirmation, Insurers will use the Insured Weather Location as stated in the Schedule.   1. Claims Verification Document to be signed by the client and returned to Insurers.   Document to be received by Insurers before the commencement of the Insured Weather Period or Insurers reserve the right to cancel the policy ab initio.  3. Confirmation as to what the Sum Insured represents  Confirmation to be received by Insurers prior to binding of this Insurance | | |

**Addendum 1 - Weather Analytics LLC Gridded Data System Model**

At point of purchase an **Insured** has two **Claims Verification** options**,** eithera specified **Ground Weather Station** **OR** the **Gridded Data System Model**. The chosen option will be expressly stated on the schedule and the **Insured** agrees to employ **Weather Analytics LLC** to record the **Insured Weather Peril** for the **Insured Event** and understands and agrees that the **Weather Analytics LLC WDPS Report** will be the ONLY weather data report relied upon in the settlement of a claim under this policy. The **Weather Analytics LLC WDPS Report** will use ONLY the specified **Ground Weather Station** **OR** the **Gridded Data System Model** as stated on the schedule and as chosen by the Insured.

**Ground Weather Station** verification

A **Ground Weather Station** is weather station with instruments and equipment for measuring atmospheric conditions at a fixed location. A **Ground Weather Station** can only be used if it:

* Meets the qualitative and quantitative data requirements of **Weather Analytics LLC**
* Records and reports upon the **Insured Weather Peril** per the **Insured Weather Period** parameters, both as selected by the **Insured.**

**Gridded Data System Model** verification

The **Gridded Data System Model** is an algorithmically based model used by **Weather Analytics LLC** to provide weather statistics and **WDPS Reports**. It uses weather statistics relevant to your **Insured Weather Location** taken from the following sources:

* Over 40,000 **Ground Weather Stations**
* Public sources (example: NOAA MADIS- *Meteorological Assimilation Data Ingest System*)
* Airports (example: METAR- *METeorological Aviation Report*)
* Weather radar (example: National Weather Service NEXRAD Radar network)
* Satellites (example: GOES- *Geostationary Operational Environmental Satellite*)
* Gridded data (example: CFSR- *Climate Forecast System Reanalysis)*

Weather Analytics then fuses, cleanses, formats, and rationalises the data and then groups it into source resolutions or data grids. These resolutions or grids are essentially geographical areas of varying km squared size (depending on the Insured Weather Peril and the territory) within which your **Insured Weather Location’s** Latitude and Longitude will be situated.

The gridded data has many advantages over Ground Weather Station methods because it has consistent coverage and is always available, where high-quality **Ground Weather Stations** are not. For example, there can be huge variability between stations which are seemingly close to each other due to terrain, siting and accuracy of sensors.

As expressly sated on **Your** **Schedule**, the gridded data is calculated to the following **km** resolutions:



Upon notification of a claim under this policy, **we** will request a **WDPS Report** from **Weather Analytics LLC** and we will confirm to you as soon as is reasonably possible whether or not **Your** claim has been verified, confirming either:

* Claim Triggered, meaning that **Your** claim has been verified
* Weather Avoided, meaning that **Your** claim has been denied

If **You** are still not satisfied and there are potential grounds for an additional review, e.g. The precipitation or temperature during the insured time period was very close to triggering a claim but did not, the **WDPS Report** will be reviewed by the senior meteorology team. All reviewers will then use any data sources available to compile a report representative of the insured location including any nearby **Ground Stations** which meet **Weather Analytics LLC’s** required **Insured Weather Peril** and data standards.

It is at the sole discretion of the senior meteorologists to approve the report or change the report.