Insured's Name: Castle Reef Condominium Association, Inc Policy #: Multiple

Policy Dates: From: 06/23/2026 To: 06/23/2027

Surplus Lines Agent's Name: Susan Flemming

Surplus Lines Agent's Physical Address: 1227 South Patrick Drive Suite 101, Satellite Beach, FL 32937

Surplus Lines Agent's License #: A085932

Producing Agent's Name: Brian Mort

Producing Agent's Physical Address: 435 S. Yonge Street, Suite 1. Ormond Beach FL, 32174

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

Policy Premium: $155,149.00

Inspection Fee: $0.00

Tax: $7,726.11

EMPA Surcharge: $4.00

SL Agent Policy Fee: $0.00

Other Policy Fees: $1,250.00

FSLSO Service Fee: $93.84

Surplus Lines Agent's Countersignature: Susan Flemming

☐ **THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**

☐ **THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**

U.S. Terrorism Risk Insurance Act of 2002 as amended
Not Purchased Clause

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Insurers have made available coverage for “insured losses” directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended (“TRIA”) and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

1230THB00627 0120

AMWINS™

SPECIAL RISK UNDERWRITERS

Property Declarations - Participating

This Declaration Page is attached to and forms part of Certificate provisions.

Account No. S-2512-1389599-01

Name and address of the Insured: Castle Reef Condominium Association, Inc.
4175 S. Atlantic Avenue
New Smyrna Beach, FL 32169

Policy Period: Effective From 6/23/2026 to 6/23/2027 — Both days at 12:01 a.m. standard time at the location of the property insured.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED - THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Limits of Liability: I. $5,000,000 Per occurrence
II. $12,372,179 in excess of $10,000,000 Per occurrence

COMMERCIAL PROPERTY COVERAGE PART		Premium	TRIA
I. Certain Underwriters at Lloyd's	I. AOP-261884	$3,500.00	EXCLUDED
I. Certain Underwriters at Lloyd's	I. LPP-261884	$15,974.00	EXCLUDED
I. National Fire & Marine Insurance Company	I. 42-SRD-261884-01	$2,819.00	EXCLUDED
I. Certain Underwriters at Lloyd's	I. AQS-261884	$3,811.00	EXCLUDED
I. Certain Underwriters at Lloyd's	I. MDM-261884	$3,098.00	EXCLUDED
I. Certain Underwriters at Lloyd's	I. HVR-261884	$11,914.00	EXCLUDED
I. Certain Underwriters at Lloyd's	I. RNR-261884	$12,153.00	EXCLUDED
I. HDI Global Specialty SE	I.HAQS-261884	$953.00	EXCLUDED
I. PartnerRe Insurance Solutions Bermuda Ltd.	I. BMX-261884	$2,621.00	EXCLUDED
I. Covington Specialty Insurance Company	I. VAS-261884	$14,297.00	EXCLUDED
I. MSIG Specialty Insurance USA Inc.	I. TJE0261884	$3,813.00	EXCLUDED
I. Western World Insurance Company	I. SCO0016268	$7,149.00	EXCLUDED
I. Certain Underwriters at Lloyd's	I. STY-261884	$7,149.00	EXCLUDED
I. Evanston Insurance Company	I. MSRU-261884	$4,766.00	EXCLUDED
I. Obsidian Specialty Insurance Company	I. AWV-PR-000261884-00	$1,668.00	EXCLUDED
I. Ironshore Specialty Insurance Company	I. LSR-261884-00	$1,430.00	EXCLUDED
I. Certain Underwriters at Lloyd's	I. HCK-261884	$953.00	EXCLUDED
I. Dellwood Specialty Insurance Company	I.DPC00261884	$1,668.00	EXCLUDED
I. Certain Underwriters at Lloyd's	I. RDE-261884	$7,149.00	EXCLUDED
I. QBE Specialty Insurance Company	I. AMWP-261884	$1,191.00	EXCLUDED
I. AIG Specialty Insurance Company	I. ONE041158148	$9,532.00	EXCLUDED
I. Certain Underwriters at Lloyd's	I. AQS-261884-CL	$541.00	EXCLUDED
II. QBE Specialty Insurance Company	II. ASRU002235-01	$16,650.00	EXCLUDED

II. Obsidian Specialty Insurance Company	II. AWP-XS-000002235-01	$3,515.00	EXCLUDED
II. Western World Insurance Company	II. SSC0011814	$2,960.00	EXCLUDED
II. Covington Specialty Insurance Company	II. VES-223501	$3,700.00	EXCLUDED
II. Certain Underwriters at Lloyd's	II. DMX002235-01	$2,775.00	EXCLUDED
II. AIG Specialty Insurance Company	II. MUN012476984	$7,400.00	EXCLUDED

CAT Market Modeling Fee $1,250.00

Total Advance Premium $156,399.00

Minimum Earned Premium 75.00%

Dated 7/7/2026 By _____
Agent/Program Manager for the Company

Address Amwins Special Risk Underwriters, LLC
4725 Piedmont Row Drive
Charlotte, NC 28210

In the event of **All Other Losses**, claims are to be submitted as follows:
Peninsula Insurance Bureau
2842 Lent Road, Apopka, FL 32712
tpa@pibadjusters.com

In the event of a **Cyber loss**, claims are to be submitted as follows:
CyberClan
1-800-673-8653
cyberclaims@cyberclan.com

SCHEDULE OF FORMS AND ENDORSEMENTS

FORMS APPLICABLE TO COMMON

1230THB00627 0120 -- US Terrorism Risk Ins. - Not Purchased Clause
SRU-001 0519 - Property Declarations - Participating
SRU-074 0125 -- General Property Conditions
SRU-023 0123 2026 -- Contract Allocation Endorsement - SRU-CA
SRU-003 0126 -- Amwins Special Risk Underwriters Property Form
SRU-004 0126 -- CAT Minimum Earned Premium
SRU-005 0710 -- Electronic Date Recognition Exclusion EDRE
SRU-006 0710 -- Biological Or Chemical Materials Exclusion
SRU-007 0710 -- Radioactive Contamination Exclusion Clause - Physical Damage Direct USA
SRU-008 0710 -- Land Water and Air Exclusion
SRU-009 0710 -- Seepage And/Or Pollution And/Or Contamination Exclusion
SRU-011 0126 -- Asbestos Endorsement
SRU-012 0120 -- Property Cyber and Data Exclusion
SRU-014 1017 -- Flood Exclusion
SRU-020 0216 -- Earth Movement Exclusion
SRU-016 0710 -- Occurrence Limit of Liability - Stated Value
SRU-022 0710 -- Equipment Breakdown Exclusion
SRU-024 0123 -- Protective Safeguards
SRU-033 0126 -- Condominium Association Changes
SRU-037 0122 -- Water Back-Up And Sump Overflow - Aggregate Limit
SRU-038 0911 -- Additional Coverage Endorsement - Wind Driven Precipitation
SRU-053 0115 -- Mold Mildew & Fungus Clause and Microorganism Exclusion
SRU-058 1015 -- Calendar Year Deductible
SRU-069 0118 -- Sinkhole Endorsement
SRU-072 0123 -- Policy Territory Limitation Endorsement
SRU-079 1024 -- Actual Cash Value -- Roof or roof coverings
SRU-081 0124 -- EIFS Exclusion Endorsement
SRU-082 1024 -- Cosmetic Loss or Damage Exclusion
SRU-059 1220 -- OFAC Endorsement
SRU-086 0226 -- Embedded Deductible Buyback
SRU-089 0725 -- Cyber Endorsement
LMA 5393 -- Communicable Disease Endorsement
PROPERTY LOSS NOTICE -- Property Loss Notice

FORMS APPLICABLE TO CERTAIN UNDERWRITERS AT LLOYD'S Only

LLOYDS_SYNDICATE_LIST 2025 -- Certain Underwriters at Lloyd's Syndicate List

General Property Conditions

WITH RESPECT TO THE COVERAGE PROVIDED BY ALL UNDERWRITERS, CARRIERS AND INSURERS OF THIS POLICY, THE FOLLOWING CLAUSES SHALL APPLY.

A. CLAIMS ADJUSTMENTS AND REPORTING

All claims hereunder shall be adjusted by:

Peninsula Insurance Bureau

2842 Lent Road, Apopka, FL 32712

Email Address: tpa@pibadjusters.com

And/or its assigned adjusters and the costs of such adjustments shall be borne by each Company in proportion to its pro-rata participation in the Insured's Property Insurance Program.

In the event the Insurer elects to use its own adjusters or independent adjusters or consultants other than as listed above, expenses so incurred shall be borne solely by the Insurer

It is further understood and agreed that, notwithstanding any provision contained elsewhere in this policy to the contrary, the Insured will be deemed to be in full compliance with any claim notice requirements, if notice of an occurrence If made to the Insurer(s) as soon as practicable after knowledge by the Insured or their representatives, that such occurrence will, or is likely to result in a claim under the contract. Any unintentional failure to report any occurrence or claim shall not invalidate coverage with respect any such occurrence or claim.

B. SEVERAL LIABILITY NOTICE

LMA5096 (Combined Certificate)

7 March 2008

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA.

The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

C. VARIOUS INSURERS' SERVICE OF SUIT CLAUSES

THE FOLLOWING APPLICABLE CLAUSES SHALL APPLY TO THE INDICATED INSURER(S) PROVIDED THAT INSURER IS PARTICIPATING ON THE POLICY:

Service of Suit Clause(s)

It is agreed that in the event of the failure of the Insurer hereon to pay any amount claimed to be due hereunder, the Insurer hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of the Insurers' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon:

Certain Underwriters at Lloyd's
Lloyd's America, Inc
Attention: Legal Department
280 Park Avenue, East Tower, 25th Floor
New York, NY 10017

Palomar Excess and Surplus Insurance Company
Attn: Jon Knutzen, President
3601 W. 76th Street, Suite 450
Edina, MN 55435

Western World Insurance Company/Tudor Insurance Company
If the cause of action arises in California:
Richard Glucksman; Chapman Glucksman
11900 West Olympic Boulevard, Suite 800
Los Angeles, CA 90064

If the cause of action arises in any other state:
Western World Insurance Group, Claims Department
300 Kimball Drive, Suite 500
Parsippany, NJ 07054

Evanston Insurance Company
Secretary, Legal Department, Markel Service, Incorporated
10275 West Higgins Road, Suite 750
Rosemont, IL 60018

Covington Specialty Insurance Company
RSUI Group, Inc.
ATTN: Ron Hardeman
945 East Paces Ferry Road
Suite 1800
Atlanta, GA 30326

The Princeton Excess and Surplus Lines Insurance Company
If the cause of action arises in Illinois:
We designate the Director of the Illinois Department of Insurance and his successor or successors in office, at 320 W. Washington, Bicentennial Building, Springfield, IL 62727, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by, or on behalf of, the Insured or any beneficiary hereunder arising out of this contract of insurance. We designate the General Counsel
of The Princeton Excess and Surplus Lines Insurance Company, 555 College Road East, Princeton, New Jersey 08543 as the person to whom the said officer is authorized to mail such process or true copy thereof.

If the cause of action arises in Pennsylvania:
It is agreed that in the event we fail to pay any amount claimed to be due under this policy we will submit, at the Insured's request, to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such court jurisdiction.

HDI Global Specialty SE
MENDES AND MOUNT,
750 Seventh Avenue,
New York, New York 10019-6829,
United States of America

National Fire & Marine Insurance Company
Counsel, Legal Department
1314 Douglas Street, Suite 1400
Omaha, NE 68102-1944.

In addition to the foregoing, should any cause of action arise in Washington under this policy of insurance, then service of process against National Fire & Marine Insurance Company may be made in such action by service upon the Commissioner of Insurance of the State of Washington. National Fire & Marine Insurance Company further designates the following as the person to whom the Commissioner shall forward such process: Counsel, Legal Department, National Fire & Marine Insurance Company, 1314 Douglas Street, Suite 1400, Omaha, NE 68102-1944.

Trisura Specialty Insurance Company
Michael Beasley, President
210 Park Avenue, 14th Floor
Oklahoma City, OK 73102

QBE UK Limited
30 Fenchurch Street
London
EC3M 3BD

Email: portfoliosolutionclaims@uk.qbe.com

Obsidian Specialty Insurance Company
If the cause of action arises in Illinois:
Obsidian Specialty Insurance Company hereby designates the Director of the Illinois Department of Insurance and his or her successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance.

If the cause of action arises in any other state:
In the event of our failure to pay any amount claimed to be due by the terms of this policy, at your request, we will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this endorsement constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States, or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, 1330 Avenue of the Americas, Suite 23A, New York, NY 10019, or his or her representative, and that in any suit instituted against us by the terms of this policy we will abide by the final decision of such court or of any appellate court in the event of an appeal.

All matters arising hereunder shall be determined in accordance with the law and practice of such court. It is further agreed that in any such action instituted against any Insured under this contract, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

Service of process shall be made pursuant to the procedures provided by 42 Pa.C.S. Chapter 53 Subchapter B (relating to interstate and international procedure). When making service of process by mail, such process shall be mailed to the General Counsel of The Princeton Excess and Surplus Lines Insurance Company, 555 College Road East, Princeton, New Jersey 08543. The above named is authorized and directed to accept service of process on our behalf for any action or upon any request of the Insured to give a written undertaking to the Insured that they will enter a general appearance for us in the event such an action shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provisions therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as the true and lawful attorney upon whom any lawful process may be served in any action, suit or proceeding instituted by, or on behalf of, the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named as the person on whom such process or a true copy thereof shall be served.

If the cause of action arises in any other state:
We designate the Superintendent of Insurance, Insurance Commissioner, Director of Insurance, or other officer specified by law, pursuant to the laws of the State where this policy is delivered, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted in the State in which this policy is delivered, by, or on behalf of, the Named Insured or any beneficiary hereunder arising out of this Policy. We designate the General Counsel of The Princeton Excess and Surplus Lines Insurance Company, 555 College Road East, Princeton, New Jersey 08543 as the person to whom the said officer is authorized to mail such process or true copy thereof.

If any statute of any state, territory or district of the United States makes such provision, we hereby designate the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf, or your beneficiary, arising out of this insurance policy. We designate the above Counsel as the person to whom said officer is authorized to mail such process or a true copy thereof.

PartnerRe Insurance Solutions Bermuda Ltd.
PartnerRe
General Counsel, Americas
200 First Stamford Place
Stamford, CT 06902
USA

Pursuant to any statute of any state, territory, or district of the United States of America, which makes provisions therefore,
we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as the true and lawful attorney upon whom any lawful process may be served in any action, suit or proceeding instituted by, or on behalf of, the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named as the person on whom such process or a true copy thereof shall be served.

Dellwood Specialty Insurance Company

Attention: Claims
47 Maple Street, Suite 401
Summit, NJ 07901
Email: claims@dellwood.com

If the cause of action arises in Arizona:
Attention: Claims
16100 N 71st St, Suite 160
Scottsdale, AZ 85254
Email: claims@dellwood.com

Ironshore Specialty Insurance Company
If the cause of action arises in Alaska:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
8585 Old Dairy Road,, Suite 208
Juneau, AK 99801

If the cause of action arises in Arkansas:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
300 S. Spring Building, Suite 300
300 South Spring Street,
Little Rock, AR 72201

If the cause of action arises in California:
CSC-Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833-3505

If the cause of action arises in Alabama:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
641 South Lawrence Street
Montgomery, AL 36104

If the cause of action arises in Arizona:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
7955 S Priest Dr. Suite. 102
Tempe,, AZ 85284

If the cause of action arises in Colorado:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
1900 W. Littleton Boulevard,
Littleton, CO 80120

If the cause of action arises in Connecticut:
Corporation Service Company
Goodwin Square
225 Asylum Street,
Hartford, CT 06120-1537

If the cause of action arises in Delaware:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
251 Little Falls Drive,
Wilmington, DE 19808

If the cause of action arises in Georgia:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
2 Sun Court Suite 400
Peachtree Corners,, GA 30092

If the cause of action arises in Iowa:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
505 5th Avenue, Suite 729
Des Moines, IA 50309

If the cause of action arises in Illinois:
Office of General Counsel
Liberty Mutual Insurance c/o Ironshore Specialty Insurance Company
175 Berkeley Street,
Boston, MA 02116

If the cause of action arises in Kansas:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
1100 Southwest Wanamaker Road, Suite 103
Topeka, KS 66604

If the cause of action arises in Louisiana:
Corporation Service Company
450 Laurel Street, 8th Floor
Baton Rouge, LA 70801

If the cause of action arises in Maryland:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
CSC – Lawyers Incorporating Service Company
7 St. Paul Street, Suite 820
Baltimore, MD 21202

If the cause of action arises in Michigan:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
CSC – Lawyers Incorporating Service Company
3419 Belle Chase Way, Suite 600
Lansing, MI 48911

If the cause of action arises in Minnesota:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
2780 Snelling Avenue N, Suite 101
Roseville, MN 55113

If the cause of action arises in Mississippi:
Corporation Service Company
109 Executive Drive, Suite 3
Madison, MS 39110

If the cause of action arises in District of Columbia:
Superintendent, Commissioner or Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
1156 15th St NW, Suite 605
Washington, DC 20005

If the cause of action arises in Florida:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
1201 Hays Street,
Tallahassee, FL 32301

If the cause of action arises in Hawaii:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
CSC Services of Hawaii, Inc.
1003 Bishop Street, Suite 1600, Pauahi Tower
Honolulu, HI 96813

If the cause of action arises in Idaho:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
1305 12th Avenue Road
Nampa, ID 83686

If the cause of action arises in Indiana:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
135 North Pennsylvania Street, Suite 1610
Indianapolis, IN 46204

If the cause of action arises in Kentucky:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
315 High Street
Frankfort, KY 40601

If the cause of action arises in Massachusetts:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
84 State Street,
Boston, MA 02109

If the cause of action arises in Maine:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
45 Memorial Circle,
Agusta ME, 04330

If the cause of action arises in Missouri:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
CSC – Lawyers Incorporating Service Company
221 Bolivar Street
Jefferson City, MO 65101

If the cause of action arises in Montana:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
26 West Sixth Avenue,
P.O Box 1691
Helena, MT 59624-1691

If the cause of action arises in North Carolina:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
2626 Glenwood Avenue, Suite 550
Raleigh, NC 27608

If the cause of action arises in New Hampshire:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
10 Ferry Street, Suite 313
Concord, NH 03301

If the cause of action arises in New Mexico:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
1601 N. Turner St
Suite 420
Sante Fe, NM 87501

If the cause of action arises in New York:
Corporation Service Company
80 State Street,
Albany, NY 12207-2543

If the cause of action arises in Oklahoma:
Corporation Service Company
10300 Greenbriar Place,
Oklahoma City, OK 73159-7653

If the cause of action arises in Pennsylvania:
Corporation Service Company
5235 North Front Street
Harrisburg, PA 17110

If the cause of action arises in Rhode Island:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
222 Jefferson Boulevard, Suite 200
Warwick, RI 02888

If the cause of action arises in South Carolina:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
100 Coastal Drive, Suite 210
Charleston, SC 29492

If the cause of action arises in Tennessee:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
2908 Poston Avenue,
Nashville, TN 37203

If the cause of action arises in Utah:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
15 West South Temple, Suite 600
Salt Lake City, UT 84101

If the cause of action arises in Vermont:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
100 North Main Street, Suite 2
Barre, VT 05641

If the cause of action arises in North Dakota:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
418 N 2nd Street
Bismarck, ND 58501

If the cause of action arises in New Jersey:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
Princeton South Corporate Ctr., Suite 160
100 Charles Ewing Blvd,
Ewing, NJ 08628

If the cause of action arises in Nevada:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
CSC Services of Nevada, Inc
112 North Curry Street
Carson City, NV 89703

If the cause of action arises in Ohio:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporate Service Company
1160 Dublin Road, Suite 400
Columbus, OH 43215

If the cause of action arises in Oregon:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
1127 Broadway Street NE, Suite 310
Salem, OR 97301

If the cause of action arises in South Dakota:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
503 South Pierre Street,
Pierre, SD 57501

If the cause of action arises in Texas:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company dba CSC-Lawyers Incorporating Service Company
211 East 7th Street, Suite 620
Austin, TX 78701-3218

If the cause of action arises in Virigina:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
100 Shockoe Slip, 2nd Floor
Richmond, VA 23219

If the cause of action arises in Washington:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
300 Deschutes Way SW, Suite 304
Tumwater, WA 98501

If the cause of action arises in Wisconsin:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
33 East Main Street, Suite 610
Madison, WI 53703

If the cause of action arises in Wyoming:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
1821 Logan Avenue,
Cheyenne, WY 82001

AIG Specialty Insurance Company
If the cause of action arises:
Counsel, Legal Department,
AIG Specialty Insurance Company,
1271 Avenue of the Americas FL 37,
New York, NY 10020-1304

If the cause of action arises in West Virginia:
Superintendent, Commissioner, Director of Insurance or other applicable Officer with a copy sent to:
Corporation Service Company
808 Greenbriar Street
Charleston, WV 25311

MSIG Specialty Insurance USA Inc.
If the cause of action arises in any other state:
Corporation Service Company,
251 Little Falls Drive, Wilmington, DE 19808

If the cause of action arises in California:
CSC – Corporation Service Company 2710 Gateway Oaks Drive, Suite 150N Sacramento, CA 95833

If the cause of action arises in Illinois:
Illinois Corporation Service Company.
801 Adlai Stevenson Drive Springfield, IL 62703

If the cause of action arises in Washington:
Mitsui Sumitomo Marine Management (U.S.A.) Inc.
Attn: Claims Administrator15 Independence Blvd.PO Box 4602Warren, NJ 07059

QBE Specialty Insurance Company

If the cause of action arises in Alabama:
CT Corporation System, 2 North Jackson Street, Suite 605, Montgomery, AL 36104

If the cause of action arises in Alaska:
CT Corporation System, 8585 Old Dairy Road, Suite 208, Juneau, AK 99801

If the cause of action arises in Arizona:
CT Corporation System, 3800 North Central Avenue, Suite 460, Phoenix, AZ 85012

If the cause of action arises in Arkansas:
The Corporation Company, 124 West Capitol Avenue, Suite 1900, Little Rock, AR 72201

If the cause of action arises in California:
The Company hereby designates CT Corporation System, 330 North Brand Boulevard, Glendale, California 91203-2336 as its true and lawful attorney in and for the State of California, upon whom all lawful process may be served in any action, suit or proceeding instituted in California by or on behalf of any insured or beneficiary against the Company arising out of this insurance policy, provided a copy of any process, suit, complaint or summons is sent by certified or registered mail to: 55 Water Street, 19th Floor, New York, NY 10041.

If the cause of action arises in Colorado:
CT Corporation System, 7700 East Arapahoe Road, Suite 220, Centennial, CO 80112

If the cause of action arises in Connecticut:
CT Corporation System, 67 Burnside Avenue, East Hartford, CT 06108

If the cause of action arises in Delaware:
Delaware Department of Insurance, 1351 West North Street, Suite 101, Dover, DE 19904

If the cause of action arises in District of Columbia:
CT Corporation System, 1015 15th Street, NW, Suite 1000, Washington, DC 20005

If the cause of action arises in Florida:
CT Corporation System, 1200 South Pine Island Road, Plantation, FL 33324

If the cause of action arises in Georgia:
CT Corporation System, 289 South Culver Street, Lawrenceville, GA 30046

If the cause of action arises in Hawaii:
CT Corporation System, 900 Fort Street Mall, Suite 1680, Honolulu, HI 96813

If the cause of action arises in Idaho:
CT Corporation System, 1555 W. Shoreline Drive, Suite 100, Boise, ID 83702.

If the cause of action arises in Illinois:
CT Corporation System, 208 South LaSalle Street, Suite 814, Chicago, IL 60604

If the cause of action arises in Indiana:
CT Corporation System, 334 North Senate Avenue, Indianapolis, IN 46204-1708

If the cause of action arises in Iowa:
CT Corporation System, 400 East Court Avenue, Suite 110, Des Moines, Iowa 50309

If the cause of action arises in Kansas:
The Corporation Company, Inc., 112 S.W. Seventh Street, Suite 3C, Topeka, KS 66603

If the cause of action arises in Kentucky:
CT Corporation System, 306 West Main Street, Suite 512, Frankfort, KY 40601

If the cause of action arises in Louisiana:
CT Corporation System, 3867 Plaza Tower Drive, Baton Rouge, LA 70816

If the cause of action arises in Maine:
CT Corporation System, 100 Second Avenue, Augusta, ME 04330

If the cause of action arises in Michigan:
The Corporation Company, 40600 Ann Arbor Road East, Suite 201, Plymouth, MI 48170

If the cause of action arises in Maryland:
The Corporation Trust Incorporated, 2405 York Road, Suite 201, Lutherville Timonium, MD 21093

If the cause of action arises in Massachusetts:
CT Corporation System, 155 Federal Street, Suite 700, Boston, MA 02110

If the cause of action arises in Minnesota:
CT Corporation System, Inc., 1010 Dale Street North, Saint Paul, MN 55117

If the cause of action arises in Mississippi:
CT Corporation System, 645 Lakeland East Drive, Suite 101, Flowood, MS 39232

If the cause of action arises in Missouri:
CT Corporation System, 120 South Central Avenue, Clayton, MO 63105

If the cause of action arises in Montana:
CT Corporation System, 3011 American Way, Missoula, MT 59808

If the cause of action arises in Nebraska:
CT Corporation System, 5601 South 59th Street, Suite C, Lincoln, NE 68516

If the cause of action arises in Nevada:
The Corporation Trust Company of Nevada, 701 South Carson Street, Suite 200, Carson City, NV 89701

If the cause of action arises in New Hampshire:
CT Corporation System, 2½ Beacon Street, Concord, NH 03301-4447

If the cause of action arises in New Jersey:
CT Corporation System, 820 Bear Tavern Road, West Trenton, NJ 08628

If the cause of action arises in New Mexico:
CT Corporation System, 206 South Coronado Avenue, Espanola, NM 87532

If the cause of action arises in New York:
CT Corporation System, 28 Liberty Street, New York, NY 10005

If the cause of action arises in North Carolina:
CT Corporation System, 160 Mine Lake Court, Suite 200, Raleigh, NC 27615

If the cause of action arises in North Dakota:
CT Corporation System, 120 West Sweet Avenue, Bismarck, ND 5850.

If the cause of action arises in Ohio:
CT Corporation System, 4400 Easton Commons Way, Suite 125, Columbus, OH 43219

If the cause of action arises in Oklahoma:
CT Corporation System, 1833 South Morgan Road, Oklahoma City, OK 73128

If the cause of action arises in Oregon:
CT Corporation System, 780 Commercial Street SE, Suite 100, Salem, OR 97301

If the cause of action arises in Pennsylvania:
CT Corporation System, 600 North Second Street, Suite 401, Harrisburg, PA 17101

If the cause of action arises in Rhode Island:
CT Corporation System, 450 Veterans Memorial Parkway, Suite 7A, East Providence, RI 02914

If the cause of action arises in South Carolina:
CT Corporation System, 2 Office Park Court, Suite 103, Columbia, SC 29223

If the cause of action arises in South Dakota:
CT Corporation System, 319 South Coteau Street, Pierre, SD 57501

If the cause of action arises in Tennessee:
CT Corporation System, 300 Montvue Road, Knoxville, TN 37919

If the cause of action arises in Texas:
CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, TX 75201

If the cause of action arises in Utah:
CT Corporation System, 1108 East South Union Avenue, Midvale, UT 84047

If the cause of action arises in Vermont:
CT Corporation System, 17 G W Tatro Drive, Jeffersonville, VT 05464

If the cause of action arises in Virginia:
CT Corporation System, 4701 Cox Road, Suite 285, Glen Allen, VA 23060.

If the cause of action arises in Washington:
CT Corporation System, 711 Capitol Way South, Suite 204, Olympia, WA 98501

If the cause of action arises in West Virgina:
CT Corporation System, 5098 Washington Street W, Suite 407, Charleston, WV 25313

If the cause of action arises in Wisconsin:
CT Corporation System, 301 South Bedford Street, Suite 1, Madison, WI 53703

If the cause of action arises in Wyoming:
CT Corporation System, 2232 Dell Range Blvd, Suite 200, Cheyenne, WY 82009

Superior Specialty Insurance Company

If the cause of action arises in Alaska:
Director of Insurance
P. O. Box 110805
Juneau, AK 99811-0805

If the cause of action arises in Alabama:
Commissioner of Insurance
P O Box 303351
Montgomery, AL 36130-3351

If the cause of action arises in Arkansas:
C T Corporation System
124 W Capitol Ave
Little Rock, AR 72201

If the cause of action arises in Arizona:
Arizona Director of Insurance and Financial Institutions
100 North 15th Avenue, Suite 261
Phoenix, AZ 85007-2624

If the cause of action arises in California:
Department of Insurance
Government Law Bureau
300 Capitol Mall, Suite 1700
Sacramento, CA 95814

If the cause of action arises in Connecticut:
Commissioner of Insurance
Connecticut Insurance Department
P.O. Box 816Hartford, CT 06142-0816

If the cause of action arises in Delaware:
Commissioner of Insurance
1351 West North Street, Suite 101
Dover, DE 19904

If the cause of action arises in Hawaii:
C T Corporation
1136 Union Mall, Suite 301
Honolulu, HI 96813

If the cause of action arises in Idaho:
Director of Insurance
700 W. State Street, 3rd Floor
P.O. Box 83720

If the cause of action arises in Indiana:
C T Corporation System
334 North Senate Avenue
Indianapolis, IN

If the cause of action arises in Kentucky:
Office of Secretary of State Summons Branch
700 Capital Ave., Ste. 86
Frankfort, KY 40601

If the cause of action arises in Massachusetts:
Legal Department Division of Insurance
1000 Washington St., Suite 810
Boston, MA 02118

If the cause of actin arises in Maine:
C T Corporation System
128 State St. #3
Augusta, ME 04330

If the cause of action arises in Minnesota:
Minnesota Department of Commerce
Consumer Services Center
85 7th Place East, Suite 280
Saint Paul, MN

If the cause of action arises in Mississippi:
Mississippi Insurance Department
1001 Woolfolk State Office Building
501 North West Street
Jackson, MS 39201

C T Corporation System
645 Lakeland East Drive, Suite 101
Flowood, MS 39232

If the cause of action arises in North Carolina:
Commissioner of Insurance
325 N. Salisbury Street
Raleigh, NC 27603-5926

If the cause of action arises in Colorado:
C T Corporation System
7700 E Arapahoe Rd., STE 220
Centennial, CO 80112-1268

If the cause of action arises in District of Columbia:
Commissioner of Insurance and Securities Regulation
C T Corporation System
1015 15th St NW #1000, Washington, DC 20005

If the cause of action arises in Florida:
Office of the General Counsel
200 East Gaines Street
Tallahassee, FL 32399-420

1If the cause of action arises in Iowa:
Commissioner of Insurance
1963 Bell Avenue, Suite 100
Des Moines, IA 50315

If the cause of action arises in Illinois:
Illinois Department of Insurance
320 West Washington Street
Springfield, IL 62767-0001

If the cause of action arises in Kansas:
Kansas Insurance Department
1300 SW Arrowhead Road
Topeka, Kansas 66604-4073

If the cause of action arises in Louisiana:
Secretary of State
8585 Archives Ave
Baton Rouge, LA 70809

If the cause of action arises in Maryland:
Maryland Insurance Administration
200 St. Paul Place, Suite 2700
Baltimore, MD 21202

If the cause of action arises in Michigan:
C T Corporation System
40600 Ann Arbor Rd #201
Plymouth, MI 48170

If the cause of action arises in Missouri:
Director, Department of Commerce and Insurance
301 W. High Street
Truman State Office Building, Room 530
Jefferson City, MO 65101

If the cause of action arises in Montana:
C T Corporation System
30114 American Way
Missoula, MT 59808

If the cause of action arises in North Dakota:
North Dakota Insurance Department
600 E Boulevard Ave.
Bismarck, ND 58505-0320

If the cause of action arises in Nebraska:
ATTN: David M. Cleff
1900 L. Don Dodson Drive
Bedford, TX 76021

If the cause of action arises in New Hampshire:
New Hampshire Insurance Commissioner
21 South Fruit Street, Suite 14
Concord, NH 03301

If the cause of action arises in New Mexico:
Superintendent of Insurance
1120 Paseo de Peralta, Suite 428
Santa Fe, NM 87501

If the cause of action arises in New York:
New York State Department of Financial Services Attn:
Corporate Affairs Unit
One Commerce Plaza – 20th Floor
Albany, NY 12257

If the cause of action arises in Ohio:
C T Corporation System
4400 Easton Cmns #125
Columbus, OH 43219

If the cause of action arises in Oregon:
C T Corporation System
780 Commercial Street SE, STE 100
Salem, OR 97301

If the cause of action arises in Rhode Island:
Insurance Division
1511 Pontiac Avenue
Bldg. 69-2
Cranston, Rhode Island 02920

If the cause of action arises in South Dakota:
Division of Insurance
South Dakota Department of Labor and Regulation
124 South Euclid Avenue, 2nd Floor
Pierre, SD 57501

If the cause of action arises in Texas:
ATTN: David M. Cleff
1900 L. Don Dodson Drive
Bedford TX 76021

If the cause of action arises in Virginia:
C T Corporation System
4701 Cox Rd
Glen Allen, VA 23060

If the cause of action arises in Washington:
Insurance Commissioner
P.O. Box 40255
Olympia, WA 98504-0255
5000 Capitol Blvd. SE
Tumwater, WA 98501

If the cause of action arises in West Virginia:
Secretary of State
1900 Kanawha Boulevard East
State Capitol Complex
Bldg. 1, Ste. 157-K
Charleston, WV 25305

If the cause of action arises in New Jersey:
Attention: Margie Greco, Admin. Assistant
Office of Regulatory Affairs
New Jersey Department of Banking and Insurance
20 West State StreetPO Box 325
Trenton, NJ 08625-0325

If the cause of action arises in Nevada:
Commissioner of Insurance
1818 E. College Pkwy, Suite 103
Carson City, NV 89706

If the cause of action arises in Oklahoma:
Commissioner of Insurance
400 NE 50th St.
Oklahoma City, OK 73105

If the cause of action arises in Pennsylvania:
Office of the Secretary
302 North Office Building, 401 North Street
Harrisburg, PA 17120

If the cause of action arises in South Carolina:
Director of Insurance
Post Office Box 100105
Columbia, SC 29202

If the cause of action arises in Tennessee:
The Department of Commerce and Insurance
Attn: Service of Process
500 James Robertson Pkwy
Nashville, TN 37243

If the cause of action arises in Utah:
C T Corporation System
1108 South Union Ave,
Midvale, UT 84047

If the cause of action arises in Vermont:
C T Corporation System
17 GW Tatro Drive
Jeffersonville, VT 05464

If the cause of action arises in Wisconsin:
C T Corporation System
301 S Bedford St.
Madison, WI 53703

If the cause of action arises in Wyoming:
Commissioner of Insurance
Wyoming Insurance Department
106 E 6th Ave
Cheyenne, WY 82002

and that in any suit instituted against any one of them upon this contract, the Insurer(s) will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named person(s) are authorized and directed to accept service of process on behalf of Insurer(s) in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Insurers' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Insurer(s) hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named person(s) to whom the said officer is authorized to mail such process or a true copy thereof.

D. APPLICABLE LAW (U.S.A.)
LMA5021
14/09/2005

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)

E. SANCTION LIMITATION AND EXCLUSION CLAUSE

LMA3100A
05/10/2023

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

F. WAR AND TERRORISM EXCLUSION ENDORSEMENT

NMA2918
08/10/01

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

2. any act of terrorism.
   For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

G. PRIVACY NOTICE

THE FOLLOWING APPLICABLE CLAUSE SHALL APPLY TO HDI GLOBAL SPECIALTY SE PROVIDED THAT HDI GLOBAL SPECIALTY SE IS PARTICIPATING ON THE POLICY:

HDI Global Specialty SE (HDI Global Specialty) is an insurance company whose registered office address is HDI Platz 1, 30659 Hannover, Germany. It is a Data Controller and Data Processor as defined under the EU General Data Protection Regulation ('GDPR').

HDI Global Specialty's notice on how it may collect and deal with your data and how it may be dealt with may be found at the following link:
https://www.hdi-specialty.com/int/en/legals/privacy

THE FOLLOWING APPLICABLE CLAUSE SHALL APPLY TO IRONSHORE SPECIALTY INSURANCE COMPANY PROVIDED THAT IRONSHORE SPECIALTY INSURANCE COMPANY IS PARTICIPATING ON THE POLICY:

Privacy Notice: Click below to read Ironshore Specialty Insurance Company's Privacy Notice including the California Privacy Policy (CCPA/CPRA) http://libertymutual.com/privacy

H. APPRAISAL CLAUSE AMENDMENT

This endorsement replaces any and all other provisions regarding appraisal.

If we and you disagree on the value of the property or the amount of loss, either party may make written demand for an appraisal of the value of the property and/or the amount of loss. An appraisal may take place only if:

a. the other party consents, in writing, to participate in the appraisal process; and
b. you have complied with all Conditions under the Policy as required.

Sixty (60) days prior to the initial meeting of the appraisal panel, both parties must exchange in writing their position on the monetary amount of the covered loss, this will include identifying the precise scope of the property damage and the pricing it has applied to the damaged property ("Pre Appraisal Exchange"). Both parties agree that they will not present a monetary amount of the covered loss during the appraisal process that differs from it Pre Appraisal Exchange. Further both parties agree that if during the appraisal process either party presents a monetary amount of the covered loss that differs from that in the Pre Appraisal Exchange, the other party may promptly withdraw in writing its consent to the appraisal, and at such time the appraisal shall be terminated and no award should be issued. If an award is issued after consent is withdrawn, it will not be binding on the party that withdrew consent to the appraisal.

If the above stated requirements are met, and the appraisal moves forward, each party shall choose a competent, disinterested, and impartial appraiser. The two appraisers will select a competent, disinterested, and impartial umpire. If the two appraisers cannot agree to an umpire within 30 days, the two appraisers may jointly request that the selection of an umpire be made by a judge of a court having jurisdiction. If the appraisers do not agree to jointly request the appointment of an umpire, the appraisal shall not proceed. The appraisers will separately determine and exchange their estimates of the value of the property and amount of loss including, but not limited to, specific itemization of each item and amount in dispute, but not limited to, building-by-building, floor-by-floor, unit-by-unit, and area-by-area allocation. If the appraisers fail to agree on the value of the property or amount of loss, they will submit their differences to the umpire. Neither the appraisers nor the umpire shall have authority to decide questions of law or to resolve any issue of insurance coverage, policy exclusions, compliance with the policy terms and conditions, or any issues concerning the Limits of Insurance available under this Policy. The umpire's decision will be binding on the parties.

Each party will:

a. pay its chosen appraiser; and
b. bear the other expenses of the appraisal and the umpire equally.

If there is an appraisal, we will not be held to have waived any of our rights by any act relating to the appraisal. If there is an appraisal, we will still retain our right to deny the claim, including, but not limited to, on the grounds that the loss and damage at issue was not caused by a Covered Cause of Loss or is otherwise excluded or not covered under the terms and conditions of the Policy.

Where applicable, the parties agree that during the pendency of an appraisal all required responses and cures to any Civil Remedy Notices are extended until 30 days after the appraisal is concluded.

Contract Allocation Endorsement - SRU-CA

This Insurance is effected with certain insurance underwriters (hereinafter called the "Underwriters"). The following words shall be deemed to be synonymous: "Underwriters", "Insurers", and "Company".

The liability by each "Underwriter" on this contract with the Insured is limited to the participation amount shown in the schedule below. The liability of each separate contract listed and for each "underwriter" represented thereby for any loss or losses or amounts payable is several as to each and shall not exceed its participation percentage shown below and there is no joint liability amounts payable is several as to each and shall not exceed its participation percentage shown below and there is no joint liability of any "Underwriters" pursuant to this contract. An "Underwriter" shall not have its liability hereunder increased or decreased by reason of failure or delay of another "underwriter", its successors, assigns, or legal representatives. Any loss otherwise payable under the provisions of the attached policy that exceeds the allocation of "Risk" as defined herein shall be bourne proportionately by the contracts as to their limit of liability at the time and place of the loss bears to the total allocated limits herein.

This contract shall be constructed as a separate contract between the insured and each of the "Underwriters". This evidence of coverage consists of separate sections of a composite insurance for all Underwriter's at Lloyds combined and separate policies issued by the insurance company(ies), all as identified below. This evidence of coverage does not constitute in any manner or form a joint certificate of coverage by Underwriters at Lloyd's with any other insurance company(ies).

In Witness whereof, the following "Underwriters" execute and attest these presents, and subscribe for the amount of insurance provided.

The security is as noted below

Company Code	Policy #	Company Share		SRU Limit	Layer of Participation	Attachment Point	Perils	Contract #	Category
Lloyd's	AOP-261884	100.0000%	5,000	5,000	5,000	Deductibles	AOP excl. HU, EQ, FL	B123026AWS1095	AOPDBB
Lloyd's	LPP-261884	85.0000%	380,327	447,444	447,444	1%	HU	B123026AWS1441 - Section 2	WDBB
Berkshire	42-SRD-261884-01	15.0000%	67,117	447,444	447,444	1%	HU		WDBB
Lloyd's	AQS-261884-CL	100.0000%	100,000	100,000	100,000	Deductibles	CYB	B123026AWS1637 - Section 3	Core 1
Lloyd's	AQS-261884	4.0000%	199,797	4,995,000	4,995,000	5,000	AOP excl. HU, EQ, FL	B123026AWS1637 - Section 1	Core 1
Lloyd's	MDM-261884	3.2500%	162,338	4,995,000	4,995,000	5,000	AOP excl. HU, EQ, FL	B123022AWS1641 - Section 1	Core 1
Lloyd's	HVR-261884	12.5000%	624,375	4,995,000	4,995,000	5,000	AOP excl. HU, EQ, FL	B123026AWS1457 - Section 1	Core 1
Lloyd's	RNR-261884	12.7500%	636,863	4,995,000	4,995,000	5,000	AOP excl. HU, EQ, FL	B123026AWS1643 - Section 1	Core 1
HDI	HAQS-261884	1.0000%	49,950	4,995,000	4,995,000	5,000	AOP excl. HU, EQ, FL	B123026AWS1638 - Section 1	Core 1
PartnerRe	BMX-261884	2.7500%	137,363	4,995,000	4,995,000	5,000	AOP excl. HU, EQ, FL		Core 1
RSUI	VAS-261884	15.0000%	749,250	4,995,000	4,995,000	5,000	AOP excl. HU, EQ, FL		Core 1
MSIG	TJE0261884	4.0000%	199,800	4,995,000	4,995,000	5,000	AOP excl. HU, EQ, FL		Core 1
WW	SCO0016268	7.5000%	374,625	4,995,000	4,995,000	5,000	AOP excl. HU, EQ, FL		Core 1
Lloyd's	STY-261884	7.5000%	374,625	4,995,000	4,995,000	5,000	AOP excl. HU, EQ, FL	B123026AWS1646 - Section 1	Core 1
Markel	MSRU-261884	5.0000%	249,750	4,995,000	4,995,000	5,000	AOP excl. HU, EQ, FL		Core 1
Obsidian	AWV-PR-000261884-00	1.7500%	87,413	4,995,000	4,995,000	5,000	AOP excl. HU, EQ, FL		Core 1
Ironshore	LSR-261884-00	1.5000%	74,925	4,995,000	4,995,000	5,000	AOP excl. HU, EQ, FL		Core 1
Lloyd's	HCK-261884	1.0000%	49,950	4,995,000	4,995,000	5,000	AOP excl. HU, EQ, FL	B123025AWA1463 - Section 4 - A	Core 1
Dellwood	DPC00261884	1.7500%	87,413	4,995,000	4,995,000	5,000	AOP excl. HU, EQ, FL		Core 1
Lloyd's	RDE-261884	7.5000%	374,625	4,995,000	4,995,000	5,000	AOP excl. HU, EQ, FL	B123026AWS1526	Core 1
QBE	AMWP-261884	1.2500%	62,438	4,995,000	4,995,000	5,000	AOP excl. HU, EQ, FL		Core 1
Apex	ONE041158148	10.0000%	499,500	4,995,000	4,995,000	5,000	AOP excl. HU, EQ, FL		Core 1
Lloyd's	AQS-261884	4.0000%	200,000	5,000,000	5,000,000	3%	HU	B123026AWS1637 - Section 1	Core 1
Lloyd's	MDM-261884	3.2500%	162,500	5,000,000	5,000,000	3%	HU	B123022AWS1641 - Section 1	Core 1
Lloyd's	HVR-261884	12.5000%	625,000	5,000,000	5,000,000	3%	HU	B123026AWS1457 - Section 1	Core 1
Lloyd's	RNR-261884	12.7500%	637,500	5,000,000	5,000,000	3%	HU	B123026AWS1643 - Section 1	Core 1
HDI	HAQS-261884	1.0000%	50,000	5,000,000	5,000,000	3%	HU	B123026AWS1638 - Section 1	Core 1
PartnerRe	BMX-261884	2.7500%	137,500	5,000,000	5,000,000	3%	HU		Core 1
RSUI	VAS-261884	15.0000%	750,000	5,000,000	5,000,000	3%	HU		Core 1
MSIG	TJE0261884	4.0000%	200,000	5,000,000	5,000,000	3%	HU		Core 1
WW	SCO0016268	7.5000%	375,000	5,000,000	5,000,000	3%	HU		Core 1
Lloyd's	STY-261884	7.5000%	375,000	5,000,000	5,000,000	3%	HU	B123026AWS1646 - Section 1	Core 1
Markel	MSRU-261884	5.0000%	250,000	5,000,000	5,000,000	3%	HU		Core 1
Obsidian	AWV-PR-000261884-00	1.7500%	87,500	5,000,000	5,000,000	3%	HU		Core 1
Ironshore	LSR-261884-00	1.5000%	75,000	5,000,000	5,000,000	3%	HU		Core 1
Lloyd's	HCK-261884	1.0000%	50,000	5,000,000	5,000,000	3%	HU	B123025AWA1463 - Section 4 - A	Core 1
Dellwood	DPC00261884	1.7500%	87,500	5,000,000	5,000,000	3%	HU		Core 1
Lloyd's	RDE-261884	7.5000%	375,000	5,000,000	5,000,000	3%	HU	B123026AWS1526	Core 1
QBE	AMWP-261884	1.2500%	62,500	5,000,000	5,000,000	3%	HU		Core 1
Apex	ONE041158148	10.0000%	500,000	5,000,000	5,000,000	3%	HU		Core 1
QBE	ASRU002235-01	45.0000%	5,567,481	12,372,179	12,372,179	10,000,000	AOP excl. HU, EQ, FL		High Excess 1
Obsidian	AWP-XS-000002235-01	9.5000%	1,175,357	12,372,179	12,372,179	10,000,000	AOP excl. HU, EQ, FL		High Excess 1
WW	SSC0011814	8.0000%	989,774	12,372,179	12,372,179	10,000,000	AOP excl. HU, EQ, FL		High Excess 1
RSUI	VES-223501	10.0000%	1,237,218	12,372,179	12,372,179	10,000,000	AOP excl. HU, EQ, FL		High Excess 1
Lloyd's	DMX002235-01	7.5000%	927,913	12,372,179	12,372,179	10,000,000	AOP excl. HU, EQ, FL	B123026AWS1526	High Excess 1
Apex	MUN012476984	20.0000%	2,474,436	12,372,179	12,372,179	10,000,000	AOP excl. HU, EQ, FL		High Excess 1
QBE	ASRU002235-01	45.0000%	5,567,481	12,372,179	12,372,179	10,000,000	HU		High Excess 1
Obsidian	AWP-XS-000002235-01	9.5000%	1,175,357	12,372,179	12,372,179	10,000,000	HU		High Excess 1
WW	SSC0011814	8.0000%	989,774	12,372,179	12,372,179	10,000,000	HU		High Excess 1
RSUI	VES-223501	10.0000%	1,237,218	12,372,179	12,372,179	10,000,000	HU		High Excess 1
Lloyd's	DMX002235-01	7.5000%	927,913	12,372,179	12,372,179	10,000,000	HU	B123026AWS1526	High Excess 1
Apex	MUN012476984	20.0000%	2,474,436	12,372,179	12,372,179	10,000,000	HU		High Excess 1

Perils are further defined in the primary policy language or as per applicable forms attached to this policy. Symbols used above are defined as follows:

Perils:
AOP - All Other Perils
NW - Named Wind Storm
W/H - Wind/Hail Only
EQ - Earthquake/Earthquake Sprinkler Leakage or Earth Movement/Earth Movement incl Sprinkler Leakage (as described in the policy form)

FL - Flood only
HU - Hurricane
EBD - Equipment Breakdown
CYB - Cyber

Company Codes:
Lloyds - Certain Underwriters at Lloyd's of London
HDI - HDI Global Specialty SE
QBE - QBE Specialty Insurance Company, a North Dakota corporation
WW - Western World Insurance Company
Palomar - Palomar Excess and Surplus Insurance Company
Markel - Evanston Insurance Company
Berkshire - National Fire & Marine Insurance Company
Trisura - Trisura Specialty Insurance Company
RSUI - Covington Specialty Insurance Company
MSIG - MSIG Specialty Insurance Company
Obsidian - Obsidian Specialty Insurance Company
PartnerRe - PartnerRe Insurance Solutions Bermuda Ltd.
Ironshore - Ironshore Specialty Insurance Company
Dellwood - Dellwood Specialty Insurance Company
QBE UK - QBE UK Limited
APEX - AIG Specialty Insurance Company

AMWINS™

SPECIAL RISK
UNDERWRITERS

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PROPERTY DAMAGE COVERAGE SCHEDULE

A. Premium

The premium shown herein is the premium for the Policy Term and based on the values submitted at inception. We will charge additional premium for values added after the inception date based on those values and the appropriate rates for the exposures added. We may return premium for values sold after the inception date based upon the appropriate rates for exposures sold.

A minimum earned premium of 75.00% or the percentage shown in CAT Minimum Earned Endorsement (SRU-004), if shown as applicable, applies.

B. Policy Territory

This policy covers loss or damage occurring in The United States of America excluding all territories and possessions, foreign locations and Canada.

C. "Insured Location"

The coverages under this policy apply to an "insured location" unless otherwise provided.

An "insured location" is a "location" within the Policy Territory and:

1. listed on the Schedule of Locations attached to this policy or listed on the latest schedule on file with us; or
2. covered under the terms and conditions of the Property Off-Premises coverage extension; or
3. covered under the terms and conditions of the Miscellaneous Unnamed Locations coverage extension; or
4. covered under the terms and conditions of the Newly Acquired Property coverage extension.

D. Coinsurance

Building	**NIL**
Personal Property	**NIL**
Business Income	**N/A**
Rental Value	**N/A**

E. Limit of Liability

We shall not be liable for more than *US*$ See Dec Page in any one "occurrence" regardless of the number of "locations" or coverages involved.

Program Sub-Limits of Liability

The sub-limits below constitute the program as a whole for the Insured. The Insurers' Limit of Liability is limited to its portion of the program as shown by the limits and layers stated in the SRU-023 Contract Allocation Endorsement.

The sub-limits of liability as specified under this provision, or any other part of this policy or the endorsements attached hereto, are part of and not in addition to the Limit of Liability. These sub-limits do not increase the Limit of Liability or any other sub-limit. We shall not be liable for more than the sub-limit specified.

When a sub-limit is shown as "in the aggregate", our maximum limit of liability will not exceed such limit during the term of the policy.

When a sub-limit applies to property that sub-limit also applies to any "time element" coverage associated with that property.

When a sub-limit is shown as No Coverage, it means that no coverage is provided for that aspect of the policy to which that sub-limit applies.

	Program Sub-limits of Liability:	All are per “occurrence” (unless shown as in the aggregate) and are part of, not in addition to, the Limit of Liability.	
	PROPERTY DAMAGE COVERAGE - Extensions of Coverage		
1.	Accounts Receivable	$25,000	
2.	Debris Removal	$25,000	
3.	Electronic Data Processing Equipment Breakdown	No Coverage	
4.	"Electronic Data Processing Media" Breakdown	No Coverage	
5.	Expediting Expenses	$10,000	
6.	Fine Arts	$2,500	
7.	Fire Department Service Charge	$1,000	
8.	Limited Coverage for "Fungus", Wet Rot, Dry Rot and "Bacteria"	No Coverage	
9.	Miscellaneous Unnamed Locations	No Coverage	
10.	Newly Acquired Property	$100,000	
11.	Ordinance or Law	I. Included	II. & III. $250,000 (combined)
12.	Outdoor Property	as reported on Schedule of Values on file with the company	
13.	Pollutant Clean Up and Removal	No Coverage	
14.	Preservation of Property	$25,000	
15.	Professional Fees	$25,000	
16.	Property Off-Premises	$25,000	
17.	Property in Transit	No Coverage	
18.	Service Interruption	No Coverage	
19.	Valuable Papers and Records	$25,000	
	Time Element Coverage		
1.	Business Income	No Coverage	
2.	Extra Expense	No Coverage	
3.	Leasehold Interest	No Coverage	
4.	Rental Value	No Coverage	

	Time Element Coverage - Extensions of Coverage		
1.	Civil Authority	No Coverage	or 30 days, whichever is lesser
2.	Contingent Business Income	No Coverage	
3.	Extended Period of Indemnity	No Coverage	
4.	Ingress or Egress	No Coverage	or 30 days, whichever is lesser
5.	Newly Acquired Property	No Coverage	
6.	Service Interruption	No Coverage	
	Endorsement - Extensions of Coverage		
1.	Earthquake	No Coverage	In the annual aggregate
2.	Flood	No Coverage	In the annual aggregate

F. Deductibles

All losses, damages, or expenses arising out of a single "occurrence" shall be adjusted separately and we will be liable only if you sustain a loss in a single "occurrence" greater than the applicable deductible specified below.

1	For each and every loss or damage to Covered Property to all "locations", except as specifically stated below or in endorsements attached to this policy.	$5,000
2	Calendar Year Hurricane Deductible	Refer to SRU-058 Calendar Year Hurricane Deductible Endorsement
3	All Other Wind/Hail	Refer to SRU-058 Calendar Year Hurricane Deductible Endorsement
7		

G. Application of Deductibles

Except as may be more specifically otherwise stated in this policy, deductibles will be applied according to the following provisions. For the purposes of applying these provisions, “specific type of coverage” shall mean those coverage(s) under Property Damage Coverage or any Time Element coverage and “specific type of property” shall mean a type of property (building or personal property) or as more specifically described in a deductible.

1. Stated percentage deductibles, dollar deductibles, time exclusion or Average Daily Value deductibles which are related to a specific type of coverage or a specific type of property shall be deducted separately with respect to each such coverage or property. If two or more separate deductible amounts apply to the same specific type of coverage or to the same specific type of property, the total to be deducted shall be the largest applicable deductible amount.

2. Deductibles which are not designated as applying to a specific type of coverage or a specific type of property are combined deductibles and shall be deducted from the total loss from all applicable coverages.

3. Except as otherwise stated in the policy, if loss arising out of one “occurrence” is subject to any combination of deductibles, then the amount to be deducted shall be the larger of the deductible amounts as provided for in **1.** above, or the largest applicable combined deductible.

4. The deductible amount(s) as determined above shall be deducted from the total loss you suffer arising out of one “occurrence” regardless of the number of “locations” involved, except as otherwise stated in the policy.

5. If a time deductible is designated, we will not be liable for any loss under that coverage that occurs during the specified time period immediately following the loss.

6. When the value of property insured is used in the calculation of a deductible, that value shall be determined according to the valuation provisions contained in this policy.

H. Language

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the DECLARATIONS. The words "we", "us" and "our" refer to the Company providing this insurance.

PROPERTY DAMAGE COVERAGE

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at an "insured location" caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this policy, means the type of property described in this section, **A.1.,** and limited in **A.2.,** Property Not Covered.

a. Building, meaning a building or structure at an "insured location", including:

(1) Completed additions;

(2) Fixtures, including outdoor fixtures;

(3) Permanently installed:

a. Machinery and

b. Equipment;

(4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:

a. Fire extinguishing equipment;

b. Outdoor furniture;

c. Floor coverings; and

d. Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;

(5) If not covered by other insurance:

a. Additions under construction, alterations and repairs to the building or structure;

b. Materials, equipment, supplies and temporary structures, on or within 250 feet of an "insured location", used for making additions, alterations or repairs to the building or structure.

b. Your Business Personal Property located in or on a building at an "insured location" or in the open (or in a vehicle) within 250 feet of an "insured location", consisting of the following:

(1) Furniture and fixtures;

(2) Machinery and equipment;

(3) "Stock";

(4) All other personal property owned by you and used in your business;

(5) Labor, materials or services furnished or arranged by you on personal property of others;

(6) Your use interest as a tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:

a. Made a part of the building or structure you occupy but do not own; and

b. You acquired or made at your expense but cannot legally remove;

(7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property of Others.

c. Personal Property of Others that is:

(1) In your care, custody or control; and

(2) Located in or on a building at an "insured location" or in the open (or in a vehicle) within 250 feet of an "insured location".

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

2. Property Not Covered

Unless provided in B. Extensions of Coverages, or included in the Statement of Values for which a premium is charged, Covered Property does not include

a. Accounts, bills, currency, food stamps or other evidences of debt, "money", notes or "securities" or any other documents having a negotiable or market value. Lottery tickets held for sale are not "securities";

b. Animals;

c. Automobiles held for sale;

d. Bridges, roadways, walks, patios or other paved surfaces;

e. Contraband, or property in the course of illegal transportation or trade;

f. The cost of excavations, grading, backfilling or filling;

g. Foundations of buildings, structures, machinery or boilers if their foundations are below:

(1) The lowest basement floor; or

(2) The surface of the ground, if there is no basement;

h. Land (including land on which the property is located), water, growing crops or lawns;

i. Personal property while airborne or waterborne;

j. Bulkheads, pilings, piers, wharves or docks;

k. Property that is covered under any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;

l. Retaining walls that are not part of a building;

m. Underground pipes, flues or drains;

n. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems;

o. Vehicles or self-propelled machines (including aircraft or watercraft) that:

(1) Are licensed for use on public roads; or

(2) Are operated principally away from "insured locations".

This paragraph does not apply to:

Vehicles or self-propelled machines or autos you manufacture, process or warehouse;

Vehicles or self-propelled machines other than autos, you hold for sale;

Rowboats or canoes out of water at "insured locations"; or Trailers.

p. The following property while outside of buildings:

(1) Grain, hay, straw or other crops;

(2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than "stock" of trees, shrubs or plants).

q. property at “insured location(s)” where the Insured has ceased operations except as provided under the Vacancy provision

B. Extensions of Coverage

This policy includes the following extensions of coverage. These extensions of coverage will not increase the Limit of Liability of this policy and are subject to the applicable sub-limit and policy provisions, including applicable exclusions and deductibles.

1. Accounts Receivable

This policy, subject to the following provisions, is extended to cover the following loss when such loss is caused by direct physical damage from Covered Cause of Loss to accounts receivable records at an “insured location”.

a. Type of Loss Covered

(1) All sums due you from customers, provided you are unable to effect collection thereof as the direct result of loss of or damage to records of accounts receivable;

(2) Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage;

(3) Collection expense in excess of “normal” collection cost and made necessary because of such loss or damage;

(4) Other expenses, when reasonably incurred by you in re-establishing records of accounts receivable following such loss or damage.

b. Additional Exclusions - This extension does not insure against loss:

(1) due to bookkeeping, accounting or billing errors or omissions;

(2) which requires an audit of records or an inventory computation to prove its factual existence; but this shall not preclude the use of such procedures in support of claim for loss which you can prove, through evidence wholly apart therefrom, is due solely to a risk of loss to records of accounts receivable not otherwise excluded hereunder;

(3) due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property but only to the extent of such wrongful giving, taking, obtaining or withholding.

c. Conditions

(1) We shall be permitted to inspect the premises and the receptacles in which the records of accounts receivable are kept by you, and to examine and audit your books and records at any time during the policy period and any extension thereof and within three (3) years after the final termination of this policy, as far as they relate to the premium bases or the subject matter of this extension, and to verify the statements of any outstanding record of accounts receivable submitted by you and the amount of recoveries of accounts receivable on which we have made any settlement.

(2) After payment of loss, all amounts recovered by you on accounts receivable for which you have been indemnified shall belong and be paid to us by you up to the total amount of loss paid by us; but all recoveries in excess of such amounts shall belong to you.

(3) When there is proof that a loss covered by this extension has occurred but you cannot accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be based on your monthly statements and shall be computed as follows:

a. determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediately preceding the year in which the loss occurs;

b. calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the twelve (12) months immediately preceding the month in which the loss occurs, or such part thereof for which you have furnished monthly statements to us, as compared with such average for the same months of the preceding year;

c. the amount determined under **a.** above, increased or decreased by the percentage calculated under **b**. above, shall be the agreed total amount of accounts receivable as of the last day of the fiscal month in which said loss occurs;

d. the amount determined under **c.** above shall be increased or decreased in conformity with the "normal'' fluctuations in the amount of accounts receivable during the fiscal month involved, due consideration being given to the experience of the business since the last day of the last fiscal month for which statement has been rendered.

d. Deductions

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged, or otherwise established or collected by you, and an amount to allow for probable bad debts which would normally have been uncollectible by you. All unearned interest and service charges shall be deducted.

2. Debris Removal

a. This policy is extended to cover your expense to remove debris of Covered Property at an "insured location" caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

b. Debris Removal does not apply to costs to:

(1) Extract "pollutants" from land or water; or

(2) remove, restore or replace polluted land or water.

3. Electronic Data Processing Equipment Breakdown

This policy is extended to cover direct physical loss or damage to covered electronic data processing equipment and component parts thereof while at an "insured location" and owned, leased or rented by you, or under your control and used by you to process information at "insured locations"; and which is caused by:

a. Mechanical breakdown or machinery breakdown;

b. Short circuit, blowout, or other electrical damage to electrical equipment, apparatus or devices, including wiring.

4. "Electronic Data Processing Media" Breakdown

This policy is extended to cover insured direct physical loss or damage to "electronic data processing media" that is:

a. at an "insured location":

b. used in your operations to process and store information at an "insured location"; and

c. caused by: Mechanical breakdown or machinery breakdown; short circuit, blowout, or other electrical damage to electrical equipment, apparatus, or devices, including wiring.

5. Expediting Expense

This policy is extended to cover, the reasonable and necessary extra costs of temporary repair of direct physical loss or damage by a Covered Cause of Loss to Covered Property at an "insured location" and the extra costs of expediting the permanent repairs or permanent replacement of such damaged property, whichever is less. In no event shall these expediting expenses include expenses recoverable elsewhere in this policy or the cost of permanent repair or replacement of the damaged property.

6. Fine Arts

This policy is extended to cover direct physical loss of or damage to your "fine arts" and "fine arts" of others that are in your care, custody or control from any of the Covered Causes of Loss, provided that the "fine arts" are at an "insured location".

You agree that "fine arts" will be packed and unpacked by competent packers.

7. Fire Department Service Charge

When the fire department is called to save or protect Covered Property at an "insured location" from a Covered Cause of Loss, we will pay for your liability for fire department service charges:

a. Assumed by contract or agreement prior to loss; or

b. Required by local ordinance.

8. Limited Coverage For "Fungus", Wet Rot, Dry Rot And "Bacteria"

a. This policy is extended to cover loss or damage to Covered Property directly caused by or resulting from "fungus", wet or dry rot, or "bacteria" if such "fungus", wet or dry rot, or "bacteria" is directly caused by or results from insured direct physical loss or damage.

b. As applied to this limited coverage for loss or damage by "fungus", wet or dry rot, and "bacteria", "loss or damage" means:

(1) Direct physical loss or damages to Covered Property by "fungus", wet or dry rot or "bacteria", including the cost of removal of the "fungus", wet or dry rot or "bacteria";

(2) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or "bacteria"; and

(3) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is reason to believe that "fungus", wet or dry rot or "bacteria" are present.

c. The sub-limit for this extension of coverage is an annual aggregate and applies regardless of the number or type of coverages that may apply, the number of "locations" to which this extension of coverage applies, or regardless of the number or type of "fungus", wet or dry rot, or "bacteria" that caused the loss or damage. With respect to a particular "occurrence" of loss which results in "fungus", wet or dry rot or "bacteria", we will not pay more than the sub-limit stated for this coverage in the PROPERTY DAMAGE COVERAGE SCHEDULE even if the "fungus", wet or dry rot or "bacteria" continues to be present or active, or recurs, in a later policy period.

9. Miscellaneous Unnamed Locations

This policy is extended to cover your property, of the type we cover in this policy, which is at a "location" within the Policy Territory, in which you had an insurable interest prior to the inception date of this policy and which is:

a. not on the Schedule of Locations attached to this policy or listed on the latest schedule on file with us; or

b. listed on the Schedule of Locations attached to this policy or the latest schedule on file with us but for which you have not submitted values and

c. not covered under any other extension of coverage under of this policy.

10. Newly Acquired Property

a. This policy is extended to apply to property that you acquire after the inception date of this policy provided that the property:

(1) is of the type we cover in this policy; and

(2) is at a "location" within the Policy Territory.

b. No coverage is provided under this provision for property at fairs or exhibitions.

c. Insurance under this Extension for each newly acquired "location" will end when any of the following first occurs:

(1) 30 days expire after you acquire or begin to construct the property; or

(2) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

11. Ordinance or Law

a. This policy is extended to provide the following coverage:

(1) Coverage For Loss To The Undamaged Portion Of The Building

With respect to the building at an "insured location" that has sustained covered direct physical damage, we will pay for the loss in value of the undamaged portion of the building, subject to the same basis of recovery which applies to the damaged portion of such building, as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building. The amount paid shall not include any greater cost of repair, replacement, construction or reconstruction due to the enforcement of any law or ordinance;

(2) Demolition Cost Coverage

With respect to the building at an "insured location" that has sustained covered direct physical damage, we will pay the cost to demolish the building and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.

Coinsurance does not apply to this coverage.

(3) Increased Cost Of Construction Coverage

a. With respect to the building at an "insured location" that has sustained covered direct physical damage, if the basis of recovery is "repair or replacement cost", we will pay the increased cost, excess of **(2)** above to:

(1) Repair or reconstruct damaged portions of that building; and/or

(2) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.

However:

(3) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

(4) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

b. When a building is damaged or destroyed and coverage under this Increased Cost of Construction provision applies, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in this Increased Cost of Construction provision:

(1) The cost of excavations, grading, backfilling and filling;

(2) Foundation of the building;

(3) Pilings; and

(4) Underground pipes, flues and drains.

The items listed in **b. (1)** through **b. (4)** above are deleted from Property Not Covered, but only with respect to the coverage described in this Increased Cost of Construction provision.

Coinsurance does not apply to this coverage.

c. The coverage in **a.** above applies only:

(1) if the ordinance or law regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the "insured location" and is in force at the time of loss.

(2) in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this policy.

(3) If the building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law described above.

d. If the building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law described in **b. (1)** above, we will not pay the full amount of loss otherwise payable under the terms of this Ordinance or Law provision. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

However, if the covered direct physical damage, alone, would have resulted in enforcement of the ordinance or law described in **b. (1)** above, then we will pay the full amount of loss otherwise payable under the terms of this Ordinance or Law provision.

If the building sustains direct physical damage that is not covered, and such damage is the only subject of the ordinance or law, then there is no coverage under this extension of coverage even if the building has also sustained covered direct physical damage.

e. Under this policy we will not pay for loss due to any ordinance or law that:

(1) You were required to comply with before the loss, even if the building was undamaged; and

(2) You failed to comply with.

f. Subject to the Sub-Limit of Liability for this Ordinance or Law Provision:

(1) For the coverage provided in **a. (2)** above, we will not pay more than the amount you actually spend to demolish and clear the site of the “insured location”.

(2) With respect to the coverage provided in **a. (3)** above:

a. We will not pay for the increased cost of construction:

i. Until the property is actually repaired or replaced, at the same or another premises; and

ii. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

b. If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.

g. If a building, group of buildings or a “location” is subject to a sub-limit, then any coverage under this extension of coverage for that unit of insurance is part of, and not in addition to, that sub-limit.

h. We will not pay under this provision for:

(1) Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or “bacteria”; or

(2) The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or “bacteria”.

12. Outdoor Property

a. Provided that such property is at an “insured location” or within 250 feet of an “insured location”, this policy is extended to cover your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants (other than “stock” of trees, shrubs or plants), including debris removal expense.

b. Property covered under this endorsement is subject to all applicable provisions of the Covered Causes of Loss and Exclusions section, as well as to the following exclusions:

We will not pay for loss or damage caused by or resulting from any of the following:

(1) Dampness or dryness of atmosphere;

(2) Changes in or extremes of temperature;

(3) Rain, snow, ice or sleet; or

(4) Any auto, motorized vehicle or motorized equipment.

13. Pollutant Clean Up And Removal

a. This policy is extended to cover your expense to extract "pollutants" from land or water at an “insured location” if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

b. This extension does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

c. The sub-limit for this extension is the most we will pay for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

14. Preservation Of Property

If it is necessary to move Covered Property from an “insured location” to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

a. While it is being moved or while temporarily stored at another “location” provided that such property is within the Policy Territory; and

b. Only if the loss or damage occurs within 30 days after the property is first moved.

15. Professional Fees

This policy is extended to cover expenses incurred by you or your representatives including auditors, accountants, appraisers, architects, engineers or other such professionals for producing and certifying particulars or details of your business required by us in order to arrive at the loss payable under this policy in event of a claim. However, no coverage shall apply to expenses incurred for the services of public adjusters or attorneys, insurance agents or brokers, or loss appraisers, nor for services of your employees unless agreed to by us prior to the use of their services.

16. Property Off-Premises

a. You may extend the insurance provided by this policy to apply to your Covered Property while it is away from an “insured location”, if it is within the Policy Territory and:

(1) Temporarily at a “location” you do not own, lease or operate; or

(2) At any fair, trade show or exhibition.

b. This extension does not apply to property:

(1) In or on a vehicle; or

(2) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.

17. Property in Transit

a. This policy is extended to cover your personal property, including your interest in and your liability for personal property of others while in your custody, while such property is in due course of transit within the Policy Territory.

b. This extension does not insure against loss or damage to:

(1) the conveyance used as the mode of transportation (including any part of equipment thereof) or containers;

(2) property insured under any marine import or export policy;

(3) property shipped by mail or parcel post from the time it passes into the custody of the Postal Service;

(4) property while waterborne except while on navigable inland waters of the United States;

(5) samples of “merchandise” while in the care, custody or control of your salesmen or sales representatives.

c. This extension does not insure against loss:

(1) with respect to vehicles operated by you, by theft from a vehicle while unattended unless the portion of the vehicle containing the insured property is of entirely closed construction and, at the time of loss, the doors of which shall have been securely locked and the windows of which shall have been firmly closed, and the loss is a direct result of forcible entry of which there shall be visible evidence;

(2) due to any fraudulent, dishonest or criminal act or omission by you or a partner of yours; or by theft by any of your employees, while working or otherwise, or by any person to whom the property is entrusted, but this exclusion does not apply to property in the custody of a carrier for hire;

(3) resulting from interruption of business, delay, loss of market or use, or indirect or consequential loss of any kind;

(4) caused directly or indirectly by seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

d. Benefit to Bailee

This extension shall not insure directly or indirectly to the benefit of any carrier or other bailee.

e. As respects this extension, all subrogation provisions of this policy are superseded by the following:

(1) Any act or agreement by you before or after loss whereby your rights to recover in whole or in part for loss to property against any carrier for hire, bailee, or other party liable therefore, is released, impaired or lost, shall render this insurance null and void, but our right to retain or recover the premium shall not be affected. You, however, may, without prejudice to this insurance, accept the ordinary limited liability form receipts or bills of lading issued by carriers for hire. We are not liable for any loss which you settle or compromise without our written consent.

(2) Upon payment of any loss or advancement or loan of money concerning the same, you will, at our request and expense and through such counsel as we may designate, make claim upon and institute legal proceedings against any carrier, bailee or other parties believed to be liable for such loss, and will use all proper and reasonable means to recover the same.

f. General Average and Salvage

This extension covers general average and salvage charges on property covered by this extension while waterborne.

g. Attachment of Liability

Coverage provided by this extension attaches from the time the property leaves the initial point of shipment until same is delivered at destination. This insurance covers only such shipments, the transportation of which begins within the term of this policy, even though said transportation is not completed within such time and loss or damage may occur after the end of such time.

h. Export and Import Shipments

Coverage provided by this extension shall apply to export shipments only until 'on board' bills of lading are issued or coverage under ocean marine policy attaches. This extension shall also cover import shipments, but only after coverage on such shipments under ocean marine policies has ceased, or, if not insured under ocean marine policies, after discharge from overseas vessel.

i. F.O.B. Shipments

Coverage provided by this extension shall apply to your contingent interest in shipments of property sold F.O.B. (free on board) point of shipment or otherwise, provided that any loss recoverable under this extension to such property is not collectible from any other insurance.

j. Fraudulent Bills of Lading

Coverage provided by this extension shall also apply to loss of "merchandise" occasioned by the unintentional acceptance of fraudulent bills of lading, shipping or messenger receipts.

k. Backhaul Exclusion

This extension does not insure against loss or damage to personal property of others while in your custody if such property is being transported by you in or on vehicles owned, operated, leased or otherwise contracted by you when you are acting as a common or contract carrier.

18. Service Interruption

a. This policy is extended to pay for loss of or damage to Covered Property at an "insured location", caused by an interruption in utility service to an "insured location". The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to "utility services" located off an "insured location".

b. Coverage under this extension for loss or damage to Covered Property does not apply to loss or damage to "electronic data" or "electronic computer programs", including destruction or corruption of "electronic data" or "electronic computer programs".

19. Valuable Papers And Records (Other Than "Electronic Data")

a. Coverage for Your Business Personal Property under this policy is extended to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this extension does not apply to valuable papers and records which exist as "electronic data" or "electronic computer programs".

b. Under this extension we will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records.

TIME ELEMENT COVERAGE

A. Coverage

This policy includes the following coverage. The coverage will not increase the Limit of Liability of this policy and is subject to the applicable sub-limit and the policy provisions, including applicable exclusions and deductibles.

1. Business Income

a. We will pay for your actual loss sustained of “business income” due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to Covered Property at an “insured location”. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, “insured location” includes the area within 250 feet of the “insured location”.

b. With respect to the requirements set forth in the preceding paragraph, if you occupy only a part of a site an “insured location” means:

(1) The portion of the building which you rent, lease or occupy; and

(2) Any area within the building or on the site, if that area services, or is used to gain access to, the “insured location”.

2. Extra Expense

a. We will pay “extra expense” (other than the expense to repair or replace property) to:

(1) Avoid or minimize the "suspension" of business and to continue operations at an “insured location” or at replacement premises or temporary “locations”, including relocation expenses and costs to equip and operate the replacement “location” or temporary “location”;

(2) Minimize the "suspension" of business if you cannot continue "operations" following direct, physical loss or damage to Covered Property at an “insured location” that is caused by or results from a Covered Cause of Loss.

b. We will also pay “extra expense” to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this policy.

3. Leasehold Interest

a. This policy covers the following expenses if directly caused by insured direct physical loss or damage to covered buildings from a Covered Cause of Loss if the building is leased by you and located at an “insured location”:

(1) The actual rent which remains payable for the unexpired term of the “lease” if such property becomes wholly untenable or unusable and the lease agreement requires continuation of the rent payment; or

(2) The proportion of the actual rent which remains payable for the unexpired term of the “lease” if such property becomes partially untenable or unusable and the lease agreement requires continuation of the rent payment; or

(3) The “leasehold interest” for the first three (3) months following loss or damage and the “net leasehold interest” for the remaining unexpired term of the lease if the lease is canceled by the lessor pursuant to the lease agreement or by the operation of law.

b. This coverage does not insure against any loss or expense resulting from:

(1) The suspension, lapse, or cancellation of any license; or

(2) Your exercising an option to cancel the “lease”; or

(3) Any act or omission by you which constitutes a default under the “lease”.

c. It is a condition of this coverage that you shall use any suitable property or service owned or controlled by you or obtainable from another source to reduce the amount of loss hereunder.

d. This policy does not provide this coverage for more than the number of consecutive days shown in the Sub-Limits of Liability section of the PROPERTY DAMAGE COVERAGE SCHEDULE, nor more than the dollar limit of liability shown in the same section.

4. Rental Value

We will pay for the actual loss of “rental value” you sustain due to the necessary “suspension” of your “operations” during the “period of restoration” caused by direct physical loss of or damage to Covered Property at an “insured location”. The loss or damage must be caused by or result from Covered Cause of Loss.

B. Time Element Extensions of Coverage

This policy includes the following extensions of coverage. These extensions of coverage will not increase the Limit of Liability of this policy and are subject to the applicable sub-limit and policy provisions, including applicable exclusions and deductibles.

1. Civil Authority

This policy is extended to cover the actual loss of “business income” you sustain and necessary “extra expense” caused by action of civil authority that prohibits access to an “insured location” due to direct physical loss of or damage to property of the type covered, within one statute mile of that “insured location”, caused by or resulting from any Covered Cause of Loss.

This policy does not provide this coverage for more than the number of consecutive days shown in the Sub-Limits of Liability section of the PROPERTY DAMAGE COVERAGE SCHEDULE, nor more than the dollar limit of liability shown in the same section.

2. Contingent Business Income

This policy is extended to cover the actual loss of “business income” you sustain due to the necessary “suspension” of your “operations” during the “period of restoration”. The “suspension” must be caused by direct physical loss of or damage to “contingent property” located within the Policy Territory caused by or resulting from a Covered Cause of Loss.

3. Extended Period of Indemnity

If the necessary "suspension" of your "operations" produces a loss payable under Business Income or Rental Value coverage, this policy is extended to pay for the actual loss of “business income” or “rental value” you incur during the period that:

a. Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and

b. Ends on the earlier of:

(1) The date you could restore your "operations" or tenant occupancy, with reasonable speed, to the level which would generate the “business income” or “rental value” amount that would have existed if no direct physical loss or damage had occurred; or

(2) 30 consecutive days after the date determined in **a.** above.

This extension does not apply to loss of “business income” or “rental value” incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area of the “insured location”.

Loss of “business income” or “rental value” must be caused by direct physical loss or damage at an “insured location” caused by or resulting from any Covered Cause of Loss.

4. Ingress or Egress

This policy is extended to cover the actual loss of “business income” you sustain due to the necessary "suspension" of your "operations" during the period of time when, as a direct result of direct physical damage caused by a Covered Cause of Loss to property of the type covered at an “insured location” or within one statute mile of an “insured location”, ingress to or egress from an “insured location” is thereby physically prevented.

This policy does not provide this coverage for more than the number of consecutive days shown in the Sub-Limits of Liability section of the PROPERTY DAMAGE COVERAGE SCHEDULE, nor more than the dollar limit of liability shown in the same section.

5. Newly Acquired Property

a. Your Business Income and Extra Expense Coverages are extended to apply to property at any “location” within the Policy Territory that you acquire other than fairs or exhibitions.

b. Insurance under this Extension for each newly acquired “location” will end when any of the following first occurs:

(1) This policy expires;

(2) 30 days expire after you acquire or begin to construct the property; or

(3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

6. Service Interruption

a. Your Business Income and Extra Expense coverage are extended to apply to a "suspension" of "operations" at an “insured location” caused by an interruption in utility service to that “insured location”. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to “utility services” located off the “insured location” but within 1,500 feet of that “insured location”.

b. Coverage under this extension for loss or damage to Covered Property does not apply to loss or damage to “electronic data” or “electronic computer programs”, including destruction or corruption of “electronic data” or “electronic computer programs”.

C. Time Element Conditions

The following conditions apply to any “time element” coverage that may be included in this policy.

1. Identity of Interests

If you are comprised of more than one legal entity, liability shall not exceed the amount of loss had all interests comprised a single legal entity.

2. Resumption of Operations

It is a condition of this insurance that if you could reduce “time element” loss:

a. by complete or partial resumption of operation of business, whether at the damaged premises or elsewhere; or

b. by making use of any “stock” at your “location(s)”, or elsewhere; or

c. by making use of any other available source of materials or services: or

d. by making use of any other available outlet for product(s) or service(s);

such reduction shall be taken into account in arriving at the amount of loss.

If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

If Extra Expense coverage is provided, you shall resume “normal’’ operation of the business and dispense with “extra expense” as soon as practicable.

3. Property in the Course of Construction

The amount of “time element” loss resulting from physical damage to Covered Property in the course of construction which delays your commencement of “operations” shall be calculated by applying the length of time, determined as otherwise provided herein, to the level of “operations” or production that would have been reasonably achieved after construction and start-up would have been completed had no physical damage occurred.

4. Experience of the Business

The amount of “time element” loss as insured against by this policy shall be determined based on:

a. experience of the business before the loss;

b. the probable experience thereafter had no loss occurred; Such probable experience shall not include any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;

c. The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and

d. Other relevant sources of information, including:

(1) Your financial records and accounting procedures;

(2) Bills, invoices and other vouchers; and

(3) Deeds, liens or contracts.

If Extra Expense coverage is provided by this policy, such loss shall be determined based on:

a. All expenses that exceed the “normal” operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:

(1) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and

(2) Any “extra expense” that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and

b. Necessary expenses that reduce the loss under the Business Income coverage part that otherwise would have been incurred.

5. Time Element Exclusions

Except as provided in the Time Element Extension of Coverage, we will not pay for "time element" coverage for:

a. Any loss caused directly or indirectly by the failure of power or other utility service supplied to an "insured location", however caused, if the failure occurs outside of a covered building. Failure includes lack of sufficient capacity and reduction in supply.

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss resulting from that Covered Cause of Loss.

b. Any loss caused by or resulting from:

(1) Damage or destruction of "finished stock"; or

(2) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense coverage.

c. Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.

d. Any increase of loss caused by or resulting from:

(1) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

(2) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your "business income" during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Period of Indemnity extension of coverage.

e. Any "extra expense" caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".

f. Loss for any period during which business would not or could not have been conducted for any reason other than direct physical damage of the type insured against.

g. Any other consequential loss.

COVERED CAUSES OF LOSS AND EXCLUSIONS

A. Covered Causes of Loss

Risks Of Direct Physical Loss unless the loss is:

1. Excluded in Section **B.,** Exclusions; or

2. Limited in Section **C.,** Limitations.

B. Exclusions

1. **Except as may be provided as an extension of coverage,** we will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Ordinance or Law

The enforcement of any ordinance or law:

(1) Regulating the construction, use or repair of any property; or

(2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance or Law, applies whether the loss results from:

(1) An ordinance or law that is enforced even if the property has not been damaged; or

(2) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

b. Earth Movement

(1) all earth movement (whether occurring naturally or not) including, but not limited to, "earthquake", landslide, subsidence and volcanic eruption.

(2) collapse, cracking, shrinking, bulging, expansion, shifting, rising, settling, sinking, lateral or other movement, or other kinds of loss or damage to property which would not have occurred but for an event as described in **(1)** above.

If fire is Covered Cause of Loss, this exclusion shall not apply to loss or damage from fire resulting from **(1)** through **(2)**. above.

If explosion is Covered Cause of Loss, this exclusion shall not apply to loss or damage from explosion resulting from **(1)** through **(2)** above.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Policy.

d. Nuclear, Chemical and Biological

(1) Nuclear detonation, reaction, nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this policy, however such nuclear detonation, reaction, nuclear radiation or radioactive contamination may have been caused. This exclusion replaces any other nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination exclusions found elsewhere in this policy.

(2) The dispersal, application or release of, or exposure to, chemical or biological materials or agents that are harmful to property or human health, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this policy, however such dispersal, application, release or exposure may have been caused.

e. Utility Services

The failure of power or other utility service supplied to an "insured location", however caused, if the failure occurs away from the "insured location". Failure includes lack of sufficient capacity and reduction in supply.

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

f. 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.

g. Flood

(1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

(2) Mudslide or mudflow;

(3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(4) Water under the ground surface pressing on, or flowing or seeping through:

a. Foundations, walls, floors or paved surfaces;

b. Basements, whether paved or not; or

c. Doors, windows or other openings; or

(5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph 1., 3. or 4., or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs 1. through 5., is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs 1. through 5., results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

2. "Fungus", Wet Rot, Dry Rot And "Bacteria"

This policy does not cover:

a. "Fungus", wet or dry rot, or "bacteria";

b. Loss or damage caused directly or indirectly by "fungus", wet or dry rot, or "bacteria";

c. The costs associated with the enforcement of any ordinance or law which requires you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "fungus", wet or dry rot, or "bacteria".

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

3. We will not pay for loss or damage caused by or resulting from any of the following:

a. Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires.

But if artificially generated electrical current results in fire, we will pay for the loss or damage caused by that fire.

b. Delay, loss of use or loss of market.

c. Smoke, vapor or gas from agricultural smudging or industrial operations.

d. **(1)** Wear and tear;

(2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(3) Smog;

(4) Settling, cracking, shrinking or expansion;

(5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals;

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision;

(7) The following causes of loss to personal property:

(a) Dampness or dryness of atmosphere;

(b) Changes in or extremes of temperature; or

(c) Marring or scratching.

But if an excluded cause of loss that is listed in **3.d.(1)** through **(7)** results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:

(1) You do your best to maintain heat in the building or structure; or

(2) You drain the equipment and shut off the supply if the heat is not maintained.

h. Dishonest or criminal act by you, any of your partners, members, officers, managers, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:

(1) Acting alone or in collusion with others; or

(2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees (including leased employees); but theft by employees (including leased employees) is not covered.

i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property, if induced to do so by any fraudulent scheme, trick, device or false pretense.

j. Rain, snow, ice or sleet to personal property in the open.

k. Collapse. But if collapse results in a Covered Cause of Loss at an “insured location”, we will pay for the loss or damage caused by that Covered Cause of Loss.

l. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

4. We will not pay for loss or damage caused by or resulting from any of the following, **4.a.** through **4.c.** But if an excluded cause of loss that is listed in **4.a.** through 4**.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in **A.** Covered Causes of Loss, Paragraph **1.** or **2.** above to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property on or off an "insured location".

5. Electronic Exclusion

This policy does not insure against loss or damage to, or any cost, claim or expense directly or indirectly arising out of or relating to, any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, claim or expense:

a. "data", "electronic data", "programs", or "electronic computer programs",

b. failure of, interruption of, loss of use of, loss of access to, or reduction or alteration in the accuracy, functionality, availability, or operation of "data", "electronic data", "programs", or "electronic computer programs",

c. any instruction, including but not limited to any "computer virus", introduced into, or caused to act upon "computer operations",

d. errors in configuring "computer operations",

e. failure of, interruption of, loss of use of, loss of access to, or reduction or alteration in the accuracy, functionality, availability, or operation of "computer operations".

Notwithstanding anything in the above to the contrary, and subject to the other terms and conditions of this policy not in conflict herewith, this policy insures against direct physical loss or damage caused by a Covered Cause of Loss to insured computer hardware and "electronic data processing media".

6. Pollution Exclusion

This policy does not cover any of the following:

a. Loss or damage caused by, resulting from, contributed to or made worse by actual, alleged or threatened release, discharge, escape or dispersal of "pollutants", however caused;

b. The expense or cost to extract or remove "pollutants" from debris;

c. The expense or cost to extract or remove "pollutants" from land or water;

d. The expense or cost to extract or remove, restore or replace contaminated or polluted land or water;

e. The costs associated with the enforcement or any ordinance or law which requires you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants";

f. Any cost to transport any property or debris to a site for storage or decontamination required because the property is infected by "pollutants", whether or not such removal, transport or decontamination is required by law, regulation or any authority governing such matters;

g. Any cost to store or otherwise dispose of any property because "pollutants" infect the property; or

h. Any expense for the investigation or defense of any loss, damage or any cost, loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.

7. Materials Exclusion

This policy does not cover loss or damage caused directly or indirectly by any of the following:

a. Removal of asbestos, dioxin, and polychlorinated biphenols from any goods, products, structures or debris;

b. Demolition, increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating such asbestos, dioxin, and polychlorinated biphenols;

c. Any governmental direction or request declaring that such asbestos, dioxin, and polychlorinated biphenols present in or part of or utilized in any undamaged portion of your property can no longer be used for the purpose for which it was intended or installed and must be removed or modified; or

d. Any expense for the investigation or defense of any loss, damage or any cost, loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.

8. Fines or Penalties

This policy will not pay any costs, expenses, fines or penalties incurred or sustained by or imposed on you at the order of any government agency, court or other authority arising from any cause whatsoever.

9. Mysterious Disappearance

Loss disclosed in taking inventory, unless the loss results from physical loss or damage not excluded in this policy

C. Limitations

The following limitations apply to the policy and all endorsements, unless otherwise stated.

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.

a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.

c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

(1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

(2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

(1) Building materials and supplies held for sale by you, unless they are insured under a Builders Risk Coverage Form; or

(2) Business Income coverage or Extra Expense coverage.

e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.

f. Property that has been transferred to a person or to a place outside the “insured location” on the basis of unauthorized instructions.

2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:

a. Animals, and then only if they are killed or their destruction is made necessary.

b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:

(1) Glass; or

(2) Containers of property held for sale.

c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

(1) If the property is located on or within 250 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or

(2) To Business Income coverage or to Extra Expense coverage.

3. The special limit shown for each category, **a.** through **d.,** is the total limit for loss of or damage to all property in that category. The special limit applies to any one "occurrence" of theft, regardless of the types or number of articles that are lost or damaged in that "occurrence". The special limits are:

a. $2,500 for furs, fur garments and garments trimmed with fur.

b. $2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth $100 or less per item.

c. $2,500 for patterns, dies, molds and forms.

d. $250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

a. Results in discharge of any substance from an automatic fire protection system; or

b. Is directly caused by freezing.

GENERAL CONDITIONS

A. Cancellation Common Policy Condition

1. The first Named Insured shown in the DECLARATIONS may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least

a. 30 days before the effective date of cancellation for any reason; or

b. 10 days before the effective date of cancellation for nonpayment of premium.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund may be less than pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Other Common Policy Conditions

1. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the DECLARATIONS is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

2. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

3. Inspections and Surveys

a. We have the right to:

(1) Make inspections and surveys at any time;

(2) Give you reports on the conditions we find; and

(3) Recommend changes.

b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

(1) Are safe or healthful; or

(2) Comply with laws, regulations, codes or standards.

c. Paragraphs **a.** and **b.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Premiums

The first Named Insured shown in the DECLARATIONS:

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premiums we pay.

5. Transfer of Your Rights and Duties under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

C. Loss Conditions

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the values of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties In The Event Of Loss or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property:

(1) Notify the police if a law may have been broken.

(2) Give us prompt notice of the loss or damage. Include a description of the property involved.

(3) As soon as possible, give us a description of how, when and where the loss or damage occurred.

(4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination. **(5)** At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

(6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

(7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.

(8) Cooperate with us in the investigation or settlement of the claim.

(9) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.

b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Insurance under Two or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

5. Loss Payment

a. In the event of loss or damage covered by this policy, at our option, we will either:

(1) Pay the value of lost or damaged property;

(2) Pay the cost of repairing or replacing the lost or damaged property, subject to **b.** below;

(3) Take all or any part of the property at an agreed or appraised value; or

(4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this policy or any applicable provision which amends or supersedes the Valuation Condition.

b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

d. We will not pay you more than your financial interest in the Covered Property.

e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this policy and:

(1) We have reached agreement with you on the amount of loss; or

(2) An appraisal award has been made.

6. Other Insurance

a. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this policy. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable limit or sub-limit under this policy bears to the limits of insurance of all insurance covering on the same basis.

b. If there is other insurance covering the same loss or damage, other than that described in **a** above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable limit or sub-limit.

7. Underlying Insurance

Permission is granted to you to purchase insurance on all or any part of the deductibles of this policy and the existence of such underlying insurance shall not prejudice any recovery otherwise payable under this policy.

8. Excess Insurance

Excess insurance is insurance over the limit of liability set forth in this Policy. The existence of such excess insurance shall not prejudice the coverage provided under this Policy nor will it reduce any liability hereunder.

9. Salvage and Recovery

When, in connection with any loss hereunder, any salvage or recovery is received subsequent to the payment of such loss, the loss shall be figured on the basis on which it would have been settled had the amount of salvage or recovery been known at the time the loss was originally determined. Any amount thus found to be due either party from the other shall be paid promptly.

The expense of all proceedings necessary to such recoveries shall be apportioned between the interests concerned in the ratio of their respective recoveries as finally settled. If there should be no recovery and proceedings are conducted solely by us, we will pay the expense of the proceeding.

10. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Liability or applicable sub-limit, whichever is smaller.

11. Vacancy

a. This policy insures:

(1) "vacant" or "unoccupied" buildings, including Covered Property therein, at "insured location(s)"; or

(2) Covered Property at "insured location(s)" where the Insured has ceased operations.

b. All subject to and provided that:

(1) existing fire protection, watch and alarm services at such "insured location(s)" are maintained; and

(2) written notice is given to the Company prior to the 60th consecutive calendar day of cessation of operations, vacancy or unoccupancy.

c. We will not pay for any loss or damage if the building where loss or damage occurs has been "vacant" or "unoccupied" for more than 60 consecutive days before that loss or damage.

d. This extension excludes coverage from loss due to theft, attempted theft, vandalism, malicious

mischief, sprinkler leakage (unless the Insured has protected the system against freezing), orbuilding glass breakage.

12. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

a. At the “repair or replacement cost” as of the time of loss or damage, except as provided in **b., c., d.** and **e.** below.

b. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.

c. Glass at the cost of replacement with safety glazing material if required by law.

d. Tenant's Improvements and Betterments at:

(1) Actual cash value of the lost or damaged property if you make repairs promptly.

(2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:

(a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

(b) Divide the amount determined in **(a)** above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this calculation.

(3) Nothing if others pay for repairs or replacement.

e. “Electronic data processing media”: the cost of the blank “electronic data processing media” plus the cost of copying the “electronic data” or “electronic computer programs” from back-up or from originals of the previous generation, even though “electronic data” and “electronic computer programs” are not covered by this policy. These costs will not include research and engineering or any costs of restoring, gathering, assembling or recreating such “electronic data” or “electronic computer programs”. Nor does this policy insure any amount pertaining to the value of such “electronic data” or “electronic computer programs” to you or any other party, even if such “electronic data” or “electronic computer programs’ cannot be restored, recreated, gathered or assembled.

In no event shall the value include any additional cost directly or indirectly associated with the enforcement of any law or ordinance regulating the storage, processing, collection, transmission, recording, management, privacy or protection of “media”, “electronic data processing media”, “data”, “electronic data”, “programs” or “electronic computer programs”.

If the “electronic data processing media” is not repaired, replaced or restored, the basis of valuation shall be the cost of the blank “electronic data processing media”.

f. “fine arts” the least of the following amounts:

(1) The actual cash value of that property;

(2) The cost of reasonably restoring that property to its condition immediately before loss or damage; or

(3) The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

g. Property in transit: the amount of invoice, including prepaid or advanced freight, if any, your profit or commission as selling agent, and such other costs and charges as may have accrued and become legally due thereon since shipment. In the absence of an invoice, the property shall be valued at its actual cash value at point of shipment.

D. Additional Conditions

1. Coinsurance

If a Coinsurance percentage is shown for Building, Personal Property, Business Income or Rental Value coverage in the PROPERTY DAMAGE COVERAGE SCHEDULE, the following condition applies to that particular property or coverage.

We will not pay the full amount of any loss if the value at the time of loss times the Coinsurance percentage shown in the PROPERTY DAMAGE COVERAGE SCHEDULE for the applicable property or coverage is greater than the last reported value prior to the loss to that property or for that particular coverage.

Instead, we will determine the most we will pay using the following steps:

(1) Multiply the value for the particular property or coverage at the time of loss by the Coinsurance percentage;

(2) Divide the last reported value prior to the loss for that coverage or property by the figure determined in step **(1)**;

(3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in step **(2)**; and

(4) Subtract the deductible from the figure determined in step **(3)**.

We will pay the amount determined in step **(4)** or any applicable limit of liability or sub-limit of liability, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

For the purposes of the application of this provision, value shall mean:

For Building, Personal Property or Property Damage: the value of Covered Property.

For Business Income: the “business income” that would have been earned or incurred (had no loss occurred) by your "operations" at the “insured location” and all other “locations” where “business income” loss ensues for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

For Rental Value: “rental value” that would have been earned or incurred (had no loss occurred) by your "operations" at the “insured location” for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

2. Concealment, Misrepresentation or Fraud

This policy is void in any case of fraud by you as it relates to coverage provided by this policy at any time. It is also void if you or any other insured, at any time, intentionally conceals or misrepresents a material fact concerning:

a. This policy;

b. The Covered Property;

c. Your interest in the Covered Property; or

d. A claim under this policy.

3. Control of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this policy at any one or more “insured locations” will not affect coverage at any “insured location” where, at the time of loss, the breach of condition does not exist.

4. Knowledge or Control

We will not pay for loss or damage while the chance of loss or damage is increased by any means within your knowledge or control.

5. Legal Action against Us

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

a. There has been full compliance with all of the terms of this policy; and

b. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

6. Mortgageholders

a. The term mortgageholder includes trustee.

b. We will pay for covered loss of or damage to buildings or structures to each Mortgageholder shown in the Schedule in their order of precedence, as interests may appear.

c. The Mortgageholder has the right to receive loss payment even if the Mortgageholder has started foreclosure or similar action on the building or structure.

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the Mortgageholder will still have the right to receive loss payment if the Mortgageholder:

(1) Pays any premium due under this policy at our request if you have failed to do so;

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Mortgageholder.

All of the terms of this policy will then apply directly to the Mortgageholder.

e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this policy:

(1) The Mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

(2) The Mortgage holder's right to recover the full amount of the Mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

f. If we cancel this policy, we will give written notice to the Mortgageholder at least 10 days before the effective date of cancellation.

g. If we elect not to renew this policy, we will give written notice to the Mortgageholder at least 10 days before the expiration date of this policy.

7. No Benefit to Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

8. Policy Period, Policy Territory

Under this policy:

a. We cover loss or damage commencing:

(1) During the policy period shown in the DECLARATIONS; and

(2) Within the Policy Territory.

9. Transfer of Rights of Recovery against Others to Us

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

a. Prior to a loss to your Covered Property.

b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

(1) Someone insured by this insurance;

(2) A business firm:

(a) Owned or controlled by you; or

(b) That owns or controls you; or

(3) Your tenant.

This will not restrict your insurance.

10. Conformity with Statute

Terms of this policy, which are in conflict with the statutes of the state wherein this policy is issued, are hereby amended to conform to such statutes.

11. Subrogation

The Insurers may require from the Insured an assignment of all right of recovery against any party for loss to the extent that payment has been made by the Insurers, but the Insurers shall not acquire any rights of recovery which the Insured has expressly waived in writing prior to loss nor shall such waiver in writing affect the Insured's rights under this Policy.

The Insurers do waive rights of recovery against any unit-owner of a Condominium Association.

However, notwithstanding the foregoing, the Insurers shall be subrogated to all the Insured's rights of recovery against:

1. any Architect or Engineer, whether named as an Insured or not, for any loss or damage arising out of the performance of professional services in their capacity as such and caused by an error, omission, deficiency or act of the Architect or Engineer, by any person employed by them or by any others for whose acts they are legally liable, and

2. any manufacturer or supplier of machinery, equipment or other property, whether named as an Insured or not, for the cost of making good any loss or damage which said party has agreed to make good under a guarantee or warranty, whether expressed or implied.

Any recovery as a result of subrogation proceedings arising out of an "occurrence", after expenses incurred in such subrogation proceedings are deducted, shall accrue to the Insured in the proportion that the deductible amount and/or any provable uninsured loss amount bears to the entire provable loss amount.

The Insured will cooperate with the Insurers and, upon the Insurers' request and expense will:

1. Attend hearings and trials; and

2. Assist in effecting settlements

E. Definitions

1. "100% Value of the Property Insured" means 100% of the property insured at the time of loss or damage at the "locations" where the physical damage occurred.

2. "Bacteria" means any type or form of bacterium; or any byproduct that is produced or released by such bacterium

3. "Business income" means the**:**

a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and

b. Continuing “normal” operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

4. “Computer operations” means “computer systems” or “electronic data communications system”.

5. “Computer systems” means computer hardware of any kind; “electronic computer programs”; “electronic data processing media”; “electronic data”; operating system; “media” microchip; microprocessors (computer chips); integrated circuit or similar device; computer network and networking equipment; firmware; servers; web sites; “extranet”; and all input, output, processing, storage, and off-line “media” libraries.

6. “Computer virus” means any corrupting, harmful or otherwise unauthorized instructions or code including, but not limited to, any maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. “Computer virus” includes, but is not limited to, 'Trojan Horses', 'worms' and time or logic bombs'.

7. “Contingent property” means property operated by others who are:

a. Direct suppliers of materials or services to you and from whom you are contractually obligated to purchase materials or services. But any property which delivers any of the following services is not considered to be a “contingent property” with respect to such services:

1. Water supply services;

2. Power supply services; or

3. Communication supply services, including services relating to internet access or access to any electronic network;

b. Your direct customers who are contractually obligated to accept product(s) produced or service(s) provided by you;

8. “Data” means information or knowledge.

9. “Earthquake” means quaking, vibratory or undulating movement of a portion of the earth’s crust, produced by underground volcanic forces or by breaking and shifting of rock beneath the earth’s crust.

10. “Electronic computer programs” means computer software, applications software, and other recorded instructions for the processing, sequencing, collecting, transmitting, recording, retrieval, or storage of “electronic data”

11. “Electronic data” means “data” recorded or transmitted in a form usable in “computer systems”, microchips, integrated circuits or similar devices in non-computer equipment, and which can be stored on “electronic data processing media” for use by “electronic computer programs”.

12. “Electronic data communications system” means any communication system, including “computer systems” and the “internet”, which provides the Insured with access to other “computer systems”, microchips, integrated circuits or similar devices in non-computer equipment, or which provides any party access to your “computer systems”, microchips, integrated circuits or similar devices in non-computer equipment.

13. “Electronic data processing media” means punch cards, paper tapes, floppy disks, CD-ROM, hard drives, magnetic tapes, magnetic discs or any other tangible personal property on which “electronic data” or “electronic computer programs” are recorded or transmitted, but not the “electronic data” or “electronic computer programs” themselves. “Money” or “securities” are not “electronic data processing media”.

14. “Extranet” means an internal computer network that has been selectively opened to suppliers, customers, or other third parties via the “internet” or otherwise.

15. “Extra expense” means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

16. “Fine arts” means paintings; etchings; pictures; tapestries; rare or art glass; art glass windows; valuable rugs; statuary; sculptures; antique furniture; bric-a-brac; porcelains; and similar property of rarity, historical value, or artistic merit excluding automobiles, coins, stamps, furs, jewelry, precious stones, precious metals, watercraft, aircraft, “money” and “securities”.

17. "Finished stock" means stock you have manufactured.

"Finished stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this policy.

18. “Full 12 Months Time Element Values” means full 12 months Time Element values that would have been earned in the 12-month period following the “occurrence” by use of the facilities at the “location” where the physical damage occurred and all other “locations” where Time Element loss ensues.

19. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

20. “High Hazard Flood Zone” means areas which at the time of loss or damage have been designated by the Federal Emergency Management Agency to be in a Special Flood Hazard Area (SFHA).

21. “Internet” means the worldwide publicly accessible network of computers, which is commonly referred to as ‘The Internet’ or ‘World Wide Web’, or any other similar publicly accessible network hereafter to be developed.

22. “Lease” means the lease or rental agreement, whether written or oral, in effect as of the time of loss.

23. “Leasehold interest” means the excess rent paid for either the same or similar replacement property over the amount of rent and other charges which would have been payable under the unexpired “lease” plus bonuses or advance rent paid (including any maintenance, operating charges or taxes) for each month during the unexpired term of the Insured’s “lease”.

24. “Location(s)” means locations as listed on the Schedule of Locations attached to this policy or as listed on the latest schedule on file with us. If not so specified or if the Miscellaneous Unnamed Location provision is applicable, a building, yard, dock, wharf, pier or bulkhead (or any group of the foregoing) bounded on all sides by public streets, clear land space or open waterways, each not less than fifty feet wide. Any bridge or tunnel crossing such street, space or waterway will render such separation inoperative.

25. “Media” means any item of tangible personal property on which “data” or “programs” can be recorded, but not the “data” or “programs” themselves. “Money” or “securities” are not “media”.

26. “Merchandise” means goods kept for sale by you, which are not the product of your manufacturing operations.

27. “Money” means currency, coins, bank notes and bullion; and travelers checks, register checks and money orders held for sale to the public.

28. “Net leasehold interest” means the present value of the amount which placed at four percent (4%) annual interest would equal the “leasehold interest” (less any amounts otherwise payable hereunder).

29. “Named Storm” means including, but not be limited to, storm, cyclone, typhoon, atmospheric disturbance, depression or other weather phenomena designated by the US National Hurricane Center and where a name (and not only a number) has been applied.

30. “Normal’” means the condition that would have existed had no loss occurred.

31. “Occurrence” means, except as may be more specifically defined for a Covered Cause of Loss, any one loss, disaster or casualty, or series of losses, disasters or casualties arising out of one event. When the word applies to loss or losses from the perils of tornado, tsunami, windstorm, Named Windstorm, hail, riot, riot attending a strike, civil commotion, malicious mischief, “flood”, “earthquake” or leakage from fire extinguishing equipment due to “earthquake”, if such perils are covered under this “policy”, one event shall be construed to be all losses arising during a continuous period of seventy-two (72) hours. When filing proof of loss, you may elect the moment at which such seventy-two (72) hour period shall be deemed to have commenced, which shall not be earlier than when the first loss to property or interests insured under this policy occurs. However, we shall not be liable hereunder for any loss or damage:

a. occurring before this policy becomes effective; or

b. arising from an “occurrence” which is in progress at the time this policy becomes effective, even if such loss or damage occurs after this policy becomes effective; or

c. occurring after the expiration of this policy, except loss or damage arising from an “occurrence” in progress at the time this policy expires.

32. "Operations" means:

a. Your business activities occurring at an “insured location”; and

b. The tenant ability of an “insured location”, if Rental Value coverage applies.

33. "Period of restoration" means the period of time that:

a. Begins: immediately after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at an “insured location”; and

b. Ends on the earlier of:

(1) The date when the property at an “insured location” should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

(2) The date when business is resumed at a new permanent “location”.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

(1) Regulates the construction, use or repair, or requires the tearing down of any property; or

(2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”.

The expiration date of this policy will not cut short the "period of restoration".

The “period of restoration” definition, with respect to “contingent property”, is the same as above, but with the term “contingent property” replacing “insured location”.

34. “Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, asbestos, dioxin, polychlorinated biphenols, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

“Pollutants” include, but are not limited to those materials that can cause or threaten damage to human health or human welfare or cause or threaten damage, deterioration, loss of value, marketability or loss of use to property including “bacteria”, fungi, mold, mildew, virus or hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, Toxic Substances Control Act or as designated by the U.S. Environmental Protection Agency or any other governing authority.

35. “Program” means recorded instructions, whether digital or otherwise, for the processing, collecting, transmitting, recording, retrieval or storage of “data”.

36. "Rental Value" means:

a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of an “insured location” as furnished and equipped by you, including fair rental value of any portion of an “insured location” which is occupied by you; and

b. Continuing “normal’’ operating expenses incurred in connection with that “insured location”, including:

(1) Payroll; and

(2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.

37. “Repair or replacement cost” means the lesser of:

a. The cost to rebuild or replace on the same site with new materials of like size, kind and quality.

b. The cost in rebuilding, repairing or replacing on the same or another site, but not to exceed the size and operating capacity that existed on the date of loss.

c. The selling price of real property or machinery and equipment, other than stock, offered for sale on the date of loss.

d. The cost to replace unrepairable electrical or mechanical equipment, including computer equipment, with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has technological advantages and/or represents an improvement in function and/or forms part of a program of system enhancement.

e. The increased cost of demolition, if any, resulting from loss covered by this Policy, if such property is scheduled for demolition.

f. The actual cash value if such property is:

(1) useless to you; or

(2) not repaired, replaced or rebuilt on the same or another site within one year from the date of loss.

"Repair or replacement cost" does not include any increase of loss resulting from enforcement of any law, ordinance, regulation or rule, regulating or restricting the construction, installation, repair, replacement, demolition, occupancy, operation or other use of property at an "insured location" other than that provided for in the Ordinance or Law provision of the Extensions of Coverage.

38. "Securities" means all negotiable and nonnegotiable instruments or contracts representing either "money" or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include "money".

39. "Specified Causes of Loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

(1) The cost of filling sinkholes; or

(2) Sinking or collapse of land into man-made underground cavities.

b. Falling objects does not include loss or damage to:

(1) Personal property in the open; or

(2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam.

40. "Stock" means "merchandise" held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

41. "Suspension" means:

a. The slowdown or cessation of your business activities; or

b. That a part or all of the "insured location" is rendered untenantable, if coverage for "rental value" applies.

42. "Tier 1 Windstorm Areas" means the following counties, parishes and independent cities including barrier islands within these states:

(1) Florida: All

(2) Hawaii: All

(3) Alabama*:* Baldwin, Mobile

(4) Connecticut: Fairfield, Middlesex, New Haven, New London;

(5) Delaware: Sussex

(6) Georgia*:* Bryan, Camden, Chatham, Glynn, Liberty, McIntosh

(7) Louisiana: Cameron, Iberia, Jefferson, Lafourche, Orleans, Plaquemines, St. Bernard, St. Mary, St. Tammany, Terrebonne, Vermillion

(8) Massachusetts: Barnstable, Bristol, Dukes, Essex, Nantucket, Norfolk, Plymouth, and Suffolk

(9) Maryland: Worcester

(10) Maine: Cumberland, Hancock, Knox, Lincoln, Sagadahoc, Waldo, Washington, and York;

(11) Mississippi: Hancock, Harrison, Jackson

(12) New Hampshire: Rockingham, Strafford

(13) North Carolina*:* Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Currituck, Craven, Dare, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrrell, Washington

(14) New Jersey: Atlantic, Cape May, Monmouth, Ocean

(15) New York: Kings, Nassau, Queens, Richmond, Suffolk

(16) Rhode Island: Newport, Washington

(17) South Carolina*:* Beaufort, Berkeley, Charleston, Colleton, Georgetown, Horry, Jasper

(18) Texas*:* Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris, Jackson, Jefferson, Kennedy, Kleberg, Matagorda, Nueces, Refugio, Orange, San Patricio, Willacy

(19) Virginia*:* Accomack, Gloucester, Isle of Wight, James City, Lancaster, Matthews, Middlesex, Northampton, Northumberland, Surry, York and Independent Cities of Chesapeake, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach.

43. "Time Element" means coverage provided under the Time Element section of this policy.

44. “Total Insurable Value” means 100% value of the Covered Property at the time of loss or damage at the “locations” where the physical damage occurred plus full 12 months Time Element values that would have been earned in the 12-month period following the “occurrence” by use of the facilities at the “location” where the physical damage occurred and all other “locations” where Time Element loss ensues.

45. “Utility services” means;

a. the following property supplying water to the “insured location”:

1. Pumping stations; and

2. Water mains.

b. the following property supplying communication services, including telephone, radio, microwave or television services to the “insured locations”:

1. Communication transmission lines, including optic fiber transmission lines;

2. Coaxial cables; and

3. Microwave radio relays except satellites.

c. the following types of property supplying electricity, steam or gas to “insured locations”:

1. Utility generating plants;

2. Switching stations;

3. Substations;

4. Transformers; and

5. Transmission lines.

Utility Services does not mean or include overhead transmission lines.

46. "Unoccupied" means containing contents pertaining to the occupancy of the building while operations or other customary activities are suspended.

47. “Vacant" means containing no contents pertaining to operations or activities customary to occupancy of the building.

APPENDIX ONE (USED ONLY FOR LAYERED PROGRAMS)

In consideration of the premium charged, it is agreed that the following provisions are added to the policy as respects the liability of the Insurer:

1. PRIORITY OF PAYMENTS (applicable to primary or Underlying Policy(ies) only)

   Any recoveries made under this policy shall first apply to loss or damage not insured by the excess policy(ies). Upon exhaustion of this policy's limit, the excess policy(ies) shall step down and be liable for the loss in excess of the amount attributed to this policy as respects loss or damage insured thereunder subject to the excess policy(ies) limits.

2. STEP DOWN / DROP DOWN (applicable to excess policies only)

   In determining the amount of any loss or damage for which this policy is excess, the total loss caused by any combination of loss or damage, all of which are insured against under the primary policy or underlying policy, shall be used even though such loss or damage is not insured against under this excess policy.

   A. Any recoveries made under the primary or Underlying Policy shall first apply to loss or damage not insured against by this policy. Upon exhaustion of the primary or Underlying Policy limits, this policy shall apply in excess of the amount attributed to the primary or Underlying Policy as respects loss or damage insured hereunder subject to the limit of this policy.

   B. If there is any other excess insurance insuring the property insured hereunder for loss or damage insured against in the primary or Underlying Policy but not insured by this policy, this policy shall then allocate any loss recoveries made under the primary or Underlying Policy in the same proportion as the amount of loss or damage insured against by this policy bears to the combined total loss. Upon exhaustion of the primary or Underlying Policy limits, this policy shall apply in excess of the amount attributed to the primary or Underlying Policy as respects loss or damage insured hereunder subject to the limit of this policy.

   C. Sub-Paragraph B. above shall not apply, however, when the amount of loss attributed to loss or damage insured under the primary or Underlying Policy, but not insured under this policy, exceed the total amount of insurance provided by the primary and excess coverages with respect to said loss or damage. In this situation, any recoveries made under the primary or Underlying Policy shall first apply to loss or damage not insured by this policy. Upon exhaustion of the primary or Underlying Policy limits, this policy shall apply in excess of the amount attributed to the primary or Underlying Policy as respects loss or damage insured hereunder subject to the limit of this policy.

   D. It is further agreed, in the event the Flood and/or “Earthquake” annual aggregate limits of any primary or underlying policy are diminished or exhausted in any one policy year, any loss or damage insured under this policy for Flood and/or “Earthquake” shall apply as excess of any undiminished or unexhausted limits subject to the Underlying Policy deductibles. All other terms and conditions of this policy remain unchanged.

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CAT Minimum Earned Premium

The following additional provisions shall apply with respect to the cancellation clause of this policy:

A. If this policy covers any location or locations in "Tier 1 wind zone(s)" and the policy is cancelled at the request of the Insured, the following provision will apply.

If coverage existed at any time during the period from June 1st to November 30th, the amount of premium we will return will be a percentage of the total premium, determined as follows:

1 Year Policy

Days in Force	Percentage
1 to 180	20%
181 to 210	15%
211 to 240	10%
241 to 270	7.5%
271 to 300	5.0%
301 to 330	2.5%
331 to 365	0.0%

If a coverage or location is added or deleted to the policy, each type of coverage or such location(s) shall be underwritten separately and the rate will be determined based upon the characteristics of the risk.

If a location within a "Tier 1 wind zone" is added or deleted, and coverage for that location existed at any time during the period from June 1st to November 30th, the premium to be returned for that location will be determined using the table above.

If a location is not within a "Tier 1 wind zone" and is added or deleted, normal pro rata or short rate factors shall apply as appropriate.

B. **"**Tier 1 wind zone(s)" shall follow either the policy to which this endorsement attaches or the policy issued by the Lead Insurance Company as defined in SRU-018 or SRU-019.

In the event no such definition exists in the Lead Insurance Company policy, all reference herein to "Tier 1 wind zone(s)", "Tier I Windstorm" or similar "Tier I" references, shall be defined as all locations situated within *Tier I States or Counties* as specified below:

Alabama:	Baldwin, Mobile;
Connecticut:	Fairfield, Middlesex, New Haven, and New London;
Delaware:	Sussex;
Florida:	Entire State of Florida;
Georgia:	Bryan, Camden, Chatham, Glynn, Liberty, McIntosh;
Hawaii:	Entire State of Hawaii;
Louisiana:	Cameron, Iberia, Jefferson, Lafourche, Orleans, Plaquemines, St. Mary, St. Bernard, St. Tammany, Terrebonne, Vermilion;
Massachusetts:	Barnstable, Bristol, Dukes, Essex, Nantucket, Norfolk, Plymouth, and Suffolk
Maryland:	Worcester;
Maine:	Cumberland, Hancock, Knox, Lincoln, Sagadahoc, Waldo, Washington, and York;
Mississippi:	Hancock, Harrison, Jackson;
New Hampshire:	Rockingham and Strafford;
New Jersey:	Atlantic, Cape May, Monmouth, and Ocean;
New York:	Kings, Nassau, Queens, Richmond, and Suffolk;
North Carolina:	Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Currituck, Craven, Dare, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrrell and Washington;
Rhode Island:	Newport and Washington

South Carolina:	Beaufort, Berkley, Charleston, Colleton, Georgetown, Horry, Jasper;
Texas:	Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris, Jackson, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Orange, Refugio, San Patricio, Victoria, Willacy;
Virginia:	Accomack, Northampton, Virginia Beach City, Chesapeake, Gloucester, Hampton City, Isle of Wright, James City, Lancaster, Mathews, Middlesex, Newport News, Norfolk City, Northumberland, Poquoson City, Portsmouth City, Suffolk City, Surry, Westmoreland, Williamsburg City, York;
All other states:	As provided by endorsement hereto (if any).

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

Electronic Date Recognition Exclusion (EDRE)

Any other similar Exclusion within this Policy (or within any other Endorsement which forms part of this Policy) is deleted and replaced by the following:

This Policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

a. the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or

b. any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

Biological Or Chemical Materials Exclusion

Any other similar Exclusion within this Policy (or within any other Endorsement which forms part of this Policy) is deleted and replaced by the following:

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Radioactive Contamination Exclusion Clause – Physical Damage – Direct (U.S.A)

Any other similar Exclusion within this Policy (or within any other Endorsement which forms part of this Policy) is deleted and replaced by the following:

This policy does not cover any loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused. *NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

*NOTE - If Fire is not an insured peril under this policy the words from “NEVERTHELESS” to the end of the clause do not apply and should be disregarded.

Land, Water And Air Exclusion

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

Seepage And/Or Pollution And/Or Contamination Exclusion

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

a. any loss, damage, cost or expense, or

b. any increase in insured loss, damage, cost or expense, or

c. any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term "any kind of seepage or any kind of pollution and/or contamination" as used in this Endorsement includes (but is not limited to):

a. seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a "hazardous substance" by the United States Environmental Protection Agency or as a "hazardous material" by the United States Department of Transportation, or defined as a "toxic substance" by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and

b. the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

Asbestos Endorsement

Any other similar Provision within this Policy (or within any other Endorsement which forms part of this Policy) is deleted and replaced by the following:

A. This Policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the period of insurance by one of these Listed Perils:

fire; explosion; lightning; windstorm; hail; direct impact of vehicle, aircraft or vessel; riot or civil commotion, earthquake, flood, vandalism or malicious mischief; or accidental discharge of fire protective equipment.

This coverage is subject to each of the following specific limitations:

1. The said building or structure must be insured under this Policy for damage by that Listed Peril.

2. The Listed Peril must be the immediate, sole cause of the damage of the asbestos.

3. The Assured must report to Underwriters the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However, this Policy does not insure any such damage first reported to the Underwriters more than 12 months after the expiration, or termination, of the period of insurance.

4. Insurance under this Policy in respect of asbestos shall not include any sum relating to:

a. Any faults in the design, manufacture or installation of the asbestos;

b. Asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.

B. Except as set forth in the foregoing Section **A**, this Policy does not insure asbestos or any sum relating thereto.

Property Cyber and Data Exclusion

1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

1.1 Cyber Loss;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

6 Cyber Incident means:

6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

7 Computer System means:

7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,

owned or operated by the Insured or any other party.

8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Flood Exclusion

Any other similar Exclusion within this Policy (or within any other Endorsement which forms part of this Policy) is deleted and replaced by the following:

This policy does not insure against loss or damage caused by any of the following, regardless of the cause of such event and regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage:

(1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

(2) Mudslide or mudflow;

(3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(4) Water under the ground surface pressing on, or flowing or seeping through:

a. Foundations, walls, floors or paved surfaces;

b. Basements, whether paved or not; or

c. Doors, windows or other openings; or

(5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph 1., 3. or 4., or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs 1. through 5., is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs 1. through 5., results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

Earth Movement Exclusion

Any other similar Exclusion within this Policy (or within any other Endorsement which forms part of this Policy) is deleted and replaced by the following:

This policy does not insure against loss or damage caused by any of the following, regardless of the cause or event contributing concurrently or in any other sequence to the loss or damage:

1. all earth movement (whether occurring naturally or not) including, but not limited to, earthquake, landslide, subsidence and volcanic eruption.

2. collapse, cracking, shrinking, bulging, expansion, shifting, rising, settling, sinking, lateral or other movement, or other kinds of loss or damage to property which would not have occurred but for an event as described in **1.** above.

If fire or explosion is covered by this Policy, this exclusion shall not apply to loss or damage from fire or explosion resulting from **1.** through **2.** above.

Occurrence Limit of Liability - Stated Value

1. The Limit of Liability or Amount of Insurance shown on the face of this policy, or endorsed onto this policy, is the total of the Insurer(s) liability applicable to each occurrence, as hereafter defined. Notwithstanding any other terms and conditions of this policy to the contrary, in no event shall the liability of the Insurer(s) exceed this limit or amount irrespective of the number of locations involved.

The term "occurrence" shall have the same meaning as that provided in the Policy/ies of the Primary Insurer(s).

2. The premium for this policy is based upon the Statement of Values on file with the Insurer(s), or attached to this policy. In the event of loss hereunder, liability of the Insurer(s), subject to terms of paragraph **1.** above, shall be limited to the least of the following:

a. The actual adjusted amount of loss, less applicable deductible(s).

b. 100% of the individually stated value for each scheduled item of property involved, as shown on the latest Statement of Values on file with Insurer(s), less applicable deductible(s) and primary and underlying excess limits. If no value is shown for a scheduled item then there is no coverage for that item; or

c. The Limit of Liability or Amount of Insurance shown on the Declarations of this policy or as endorsed onto this policy.

Equipment Breakdown Exclusion

Any other similar Exclusion within this Policy (or within any other Endorsement which forms part of this Policy) is deleted and replaced by the following:

This Policy excludes loss or damage due to:

1. Explosion in or of any of the following property: steam boilers, including equipment attached to and forming a part thereof; steam turbines; steam engines; steam pipes connecting any of the foregoing; or gas turbines; except that this exclusion shall not apply to explosion of accumulated gases or unconsumed fuel within the firebox or the combustion chamber of any fired vessel, other than gas turbines, or within the flues or passages which conduct the gases of combustion therefrom.
2. Rupture, bursting, cracking, burning or bulging of any of the following property: steam boilers, including equipment attached to and forming a part thereof; steam turbines; steam engines; steam pipes connecting any of the foregoing; hot water boilers or other equipment for heating water; pressure vessels, including equipment attached to and forming a part thereof; or gas turbines.
3. Mechanical or machinery breakdown, including rupture or bursting caused by centrifugal force.
4. Electrical injury or disturbance to electrical appliances, devices, fixtures, wiring, or other electrical or electronic equipment caused by electrical currents artificially generated.

Protective Safeguards Endorsement

SCHEDULE	
Symbol(s)	**Location(s) Applicable**
OTHER	ALL
Describe any "OTHER":	(a) Heating, Ventilation, and Air Conditioning – (i) unit(s) serviced annually, (ii) in operation or running at all times, and (iii) constant minimum temperature of 55 degrees (b) any aluminum wiring in buildings are properly pigtailed or retrofitted with CO/AL receptacles on all switches, outlets and circuit breaker panels and in accordance with local electrical codes.

Protective Safeguards

A. As a condition of this insurance, as listed in the Schedule above, the Insured shall exercise due diligence in maintaining in complete working order all equipment and services pertaining to the system which are under the control of the Named Insured, including maintenance and service requirements.

The protective safeguard(s) to which this endorsement applies are identified by the following symbols:

1. "AS" Automatic Sprinkler System, including related supervisory services.

Automatic Sprinkler System means:

a. Any automatic fire protective or extinguishing system, including connected:

(1) Sprinklers and discharge nozzles;

(2) Ducts, pipes, valves and fittings;

(3) Tanks, their component parts and supports; and

(4) Pumps and private fire protection mains.

b. When supplied from an automatic fire protective system:

(1) Non-automatic fire protective systems; and

(2) Hydrants, standpipes and outlets.

If part of an Automatic Sprinkler System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

2. "AA" Automatic Fire Alarm

Means an automatic fire alarm protecting the entire building that is:

a. Connected to a central station; or

b. Reporting to a public or private fire alarm station.

3. "SS" Security Service,

Means a security service with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.

4. "SC" Service Contract

Means a written contract with a privately owned fire department providing fire protection service to the described premises.

5. "CS" means Central Station Burglar Alarm

Central Station Burglar Alarm means a central station burglar alarm that is protecting all entryways and windows that is:

a. Activated and operational

b. Reporting to a public or private burglar alarm station; and

c. In the "on" position during all non-working hours or when the insured premises are unoccupied.

6. "CC" means Automatic Commercial Cooking Exhaust And Extinguishing System

Automatic Commercial Cooking Exhaust And Extinguishing System means automatic commercial cooking exhaust and extinguishing system installed on cooking appliances having the following components:

a. Hood;

b. Grease removal device;

c. Duct system; and

d. Wet or dry chemical fire extinguishing equipment

If part of an Automatic Commercial Cooking Exhaust And Extinguishing System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours

7. "OTHER"

Means the protective system described in the Schedule.

B. The following is added to the **EXCLUSIONS** section of the policy referenced above:

We will not pay for loss or damage caused by or resulting from a Covered Cause of Loss if, prior to the Covered Cause of Loss, you failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

It is also a condition of this Policy that the Insured shall give immediate notice to the Insurer(s) and/or Company(s) of any impairment in or suspension of any equipment or service pertaining to the system within the knowledge of the Named Insured.

All other terms and conditions, insured coverage and exclusions of this insurance Policy remain unchanged, including applicable limits, sublimits and deductibles, and apply in full force and effect to the coverage provided by this Policy.

Condominium Association Changes – Additional Covered Property

This endorsement modifies insurance provided under the:

AMWINS PROPERTY FORM

Property Damage Coverage, Section **A. Coverage**, Paragraph **1.a. Covered Property** is replaced by the following:

a. Building, meaning a building or structure at an "insured location", including:

(1) Completed additions;

(2) Fixtures, including outdoor fixtures, improvements and alterations that are a part of the building or structure;

(3) Permanently installed:

a. Machinery and

b. Equipment;

(4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:

a. Fire extinguishing equipment;

b. Outdoor furniture;

c. Floor coverings; and

d. Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping;

(5) If not covered by other insurance:

a. Additions under construction, alterations and repairs to the building or structure;

b. Materials, equipment, supplies and temporary structures, on or within 250 feet of an "insured location", used for making additions, alterations or repairs to the building or structure.

(6) Fixtures, installations or permanent additions, owned by unit owners and located inside individual units:

a. Initially installed in accordance with the original plans and specifications, or replacements of like kind or quality as those initially installed; or

b. As existed at the time the unit was initially conveyed, if the original plans and specifications are not available.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Water Back-Up And Sump Overflow – Aggregate Limit

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

AmWINS PROPERTY FORM

SCHEDULE	
Premises Number	**Limit Of Insurance**
Per the Schedule of Values on file with the Company	**$**25,000 Per Occurrence
	$25,000 Aggregate Limit

A. We will pay for direct physical loss or damage to Covered Property covered under Section **A. Coverage**, paragraph **1. Covered Property**, caused by or resulting from:

1. Water or waterborne material which backs up through or overflows or is otherwise discharged from a sewer or drain; or

2. Water or waterborne material which overflows or is otherwise discharged from a sump, sump pump or related equipment, even if the overflow or discharge results from mechanical breakdown of a sump pump or its related equipment.

However, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

B. The coverage described in Paragraph **A. Coverage**, of this endorsement does not apply to loss or damage resulting from an insured's failure to:

1. Keep a sump pump or its related equipment in proper working condition; or

2. Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

C. With respect to the coverage provided under this endorsement, the **Flood Exclusion** is replaced by the following:

g. Flood

(1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

(2) Mudslide or mudflow;

(3) Water under the ground surface pressing on, or flowing or seeping through:

(a) Foundations, walls, floors or paved surfaces;

(b) Basements, whether paved or not; or

(c) Doors, windows or other openings; or

(4) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1) or (3), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (4), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where

a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs (1) through (4), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

D. Limit of Liability

The most we will pay for loss or damage in any one occurrence is $see above unless a higher limit is shown in the Schedule.

Regardless of the number of occurrences or locations, the most that we will pay for all loss or damage from water back-up or sump overflow in the policy period is $see above unless a higher Aggregate limit is shown in the Schedule

All other terms, conditions, provisions and exclusions of this policy remain the same.

Additional Coverage Endorsement - Wind Driven Precipitation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

AMWINS PROPERTY FORM

A. The following is added to section **E. Limit of Liability:**

Sublimit:

The sublimit for Wind Driven Precipitation is included within the Limit of Liability shown in the Declarations as applicable to the covered Building Property. This sublimit does not increase the Limit of Liability.

Sublimit: $250,000 per occurrence and in the annual aggregate

B. Changes to the **Covered Cause of Loss And Exclusions** Section

1. The following is added to Paragraph **A. Covered Cause of Loss**:

The term Covered Cause of Loss includes the Additional Coverage – Wind Driven Precipitation as described below:

We will pay for direct physical loss or damage to the interior of any building or structure, or to personal property in the building or structure caused by or resulting from rain, snow, sleet or ice, when driven by wind.

2. The following is added to section **B. Exclusions**:

We will not pay for loss or damage caused directly or indirectly by any of the following:

a. Sand or dust, unless the building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the sand or dust enters;

b. Thawing of snow, sleet or ice on the building or structure; or

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property on or off the described premises.

3. Paragraph **1.c.** in section **C. Limitations** is deleted.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Mold, Mildew & Fungus Clause and Microorganism Exclusion (Map)
(Time Limit & Sublimit)

A. This policy only insures

1. Physical loss or damage to insured property by mold, mildew or fungus when directly caused by a peril insured by this Policy occurring during the policy period

   Or

2. Physical loss or damage, occurring during the policy period, to insured property by a peril insured by this policy resulting directly from mold, mildew or fungus.

This coverage is subject to all limitations in the policy to which this endorsement is attached and, in addition, to each of the following specific limitations:

1. The said property must otherwise be insured under this policy for physical loss or damage by that peril.
2. The Assured must report to Underwriters the existence and cost of the physical loss or damage by mold, mildew or fungus as soon as practicable, but no later than twelve (12) months after the peril first caused any physical loss or damage to insured property during the policy period. This policy does not insure any physical loss or damage by mold, mildew or fungus first reported to Underwriters after that twelve (12) month period.
3. Regardless of circumstance or other policy provisions, the maximum amount insured and payable under this policy for all mold, mildew or fungus caused by or resulting from such peril is $20,000 for all parts of any claim and in total (the aggregate limit) for the policy period. This sublimit applies to all sections or extensions of the policy combined under which any claim arises or is made.

B. Except as set forth in the foregoing Section A, this policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

Calendar Year Hurricane Deductible

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE

Premises Number	Building Number	Hurricane Deductible Percentage
Per Schedule of Values on file with the Company	Per Schedule of Values on file with the Company	1%

This policy is subject to a 1**%** Calendar Year Hurricane Deductible. If the Total Insurable Values adjust during the policy term, the percentage shall apply against the revised values on file with the Company.

A hurricane is defined by the National Hurricane Center of the National Weather Service. The Hurricane occurrence begins at the time a hurricane watch or hurricane warning is issued by the National Hurricane Center and ends 72 hours after the termination of the last hurricane watch of Hurricane warning issued by the National Hurricane Center.

If a windstorm is not declared to be a hurricane, the applicable deductible is $100,000

Nothing in this endorsement implies or affords coverage for storm surge if flood is excluded on your policy. Flood coverage and its applicable deductible are outlined separately if purchased via the Flood endorsement not through Hurricane coverage.

The deductible for covered Hurricane Loss or Damage is 1% per building in accordance with the above schedule, subject to a $100,000 minimum per occurrence, which shall apply at the time of loss per policy year during the policy period. The deductible is not to exceed $223,722 in the aggregate per policy year during the policy period.

After the application of the deductible:

A) This policy shall respond to the excess of such a covered loss or damage subject to the terms and conditions of this policy, including the applicable limit(s) of insurance; and

B) After the full erosion of the aggregate limit applying to the hurricane deductible a trailing deductible of $25,000 shall apply per occurrence for covered Named Windstorm Loss or Damage.

C) After the calendar year expires on December 31st, the percent deductible and corresponding dollar amount shall reinstate, as shall the aggregate limit applying to the deductible in respect of hurricane loss or damage.

Sinkhole Loss Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:
AmWINS PROPERTY FORM

It is understood and agreed that this policy is extended to cover Sinkhole Loss, excluding locations in the entire State of Florida.

For locations in the State of Florida, the following is added as a Covered Cause Of Loss:

CATASTROPHIC GROUND COVER COLLAPSE

We will pay for direct physical loss or damage to Covered Property caused by or resulting from catastrophic ground cover collapse, meaning geological activity that results in all of the following:

(a) The abrupt collapse of the ground cover;

(b) A depression in the ground cover clearly visible to the naked eye;

(c) Structural damage to the building, including the foundation; and

(d) The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.

However, structural damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute loss or damage resulting from a catastrophic ground cover collapse.

The Earth Movement exclusion and the Collapse exclusion do not apply to coverage for Catastrophic Ground Cover Collapse.

Coverage for Catastrophic Ground Cover Collapse does not increase the applicable Limit of Liability. Regardless of whether loss or damage attributable to catastrophic ground cover collapse also qualifies as Sinkhole Loss or Earthquake (if either or both of those causes of loss are covered under this Policy), only one Limit of Liability will apply to such loss or damage.

Sinkhole Loss is defined as:

1. As respects locations in all states, EXCEPT Florida:

Sinkhole Loss means: The sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This does not include:

a. The cost of filling sinkholes; or

b. Sinking or collapse of land into man-made underground cavities.

2. As respects locations in Florida:

a. **Sinkhole Loss**, means loss or damage to Covered Property when "structural damage" to the covered **Building**, including the foundation, is caused by settlement or systematic weakening of the earth supporting the covered **Building**, only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.

Coverage for Sinkhole Loss includes stabilization of the **Building** (including land stabilization) and repair to the foundation, provided such work is in accordance with the requirements of

Florida Insurance Law and in accordance with the recommendation of a professional engineer and with notice to the Insured. The professional engineer must be selected or approved by the Companies. However, until the Insured enters into a contract for performance of building stabilization or foundation repair in accordance with the recommendations of the professional engineer as set forth in a report from the Companies:

1) The Companies will not pay for underpinning or grouting or any other repair technique performed below the existing foundation of the **Building**; and

2) The Companies' payment for Sinkhole Loss to Covered Property may be limited to the Actual Cash Value of the loss to such property.

The Insured must enter into a contract for the performance of building stabilization and/or foundation repair in accordance with the aforementioned recommendations, within 90 days after the Companies notify the Insured that there is coverage for Sinkhole Loss. After the Insured has entered into such contract, the Companies will pay the amounts necessary to begin and perform such repairs as the work is performed and the expenses are incurred.

However, if the professional engineer determines, prior to the Insured entering into the aforementioned contract or prior to the start of repair work, that the repairs will exceed the applicable Limit of Insurance, the Companies must either complete the recommended repairs or pay that Limit of Insurance upon such determination. If the aforementioned determination is made during the course of repair work and the Companies have begun making payments for the work performed, the Companies must either complete the recommended repairs or pay only the remaining portion of the applicable Limit of Insurance upon such determination. The most the Companies will pay for the total of all Sinkhole Loss, including **Building** and land stabilization and foundation repair, is the applicable Limit of Insurance on the affected **Building**.

The stabilization and all other repairs to the Covered Property must be completed within 12 months after entering into the contract for the performance of these repairs, unless:

1) There is a mutual agreement between the Insured and the Companies;

2) The claim is involved with the neutral evaluation process;

3) The claim is in litigation; or

4) The claim is under appraisal or mediation.

b. Sinkhole Loss does not include:

1) Sinking or collapse of land into man-made underground cavities; or

2) Earthquake.

c. With respect to a claim for alleged Sinkhole Loss, the following provision is added:

Following receipt by the Companies of a report from a professional engineer or professional geologist on the cause of loss and recommendations for land stabilization and repair of property, or if the Companies deny the claim, the Companies will notify the Insured of his right to participate in a neutral evaluation program administered by the Florida Department of Financial Services (hereinafter referred to as the Department). For alleged Sinkhole Loss to commercial residential or farm residential properties, this program applies instead of any mediation procedure set forth elsewhere in this policy, but does not invalidate the Appraisal Condition.

Either party may file a request with the Department for neutral evaluation; the other party must comply with such request. The Companies will pay reasonable costs associated with the neutral evaluation, regardless of which party makes the request. But if a party chooses to hire a court reporter or stenographer to contemporaneously record and document the

neutral evaluation, that party must bear the costs of those services. The neutral evaluator will be selected from a list maintained by the Department. The recommendation of the neutral evaluator will not be binding on either party.

Participation in the neutral evaluation program does not change the Insured's right to file suit against the Companies, except that the time for filing suit is extended for a period of 60 days following the conclusion of the neutral evaluation process or five years, whichever is later.

d. Coverage for Sinkhole Loss does not increase the applicable Limit of Insurance. Even if loss or damage qualifies under, or includes, both Catastrophic Ground Cover Collapse (addressed elsewhere) and Sinkhole Loss, only one Limit of Insurance will apply to such loss or damage.

e. The following provision is added to the Duties In The Event Of Loss or Damage Condition:

A claim for Sinkhole Loss, including but not limited to initial, supplemental and reopened claims is barred unless notice of claim is provided to the Companies in accordance with the terms of this policy within two years after the Insured knew or reasonably should have known about the Sinkhole Loss.

The following definitions are added with respect to the coverage provided for Sinkhole loss:

1) "Structural damage" means a covered **Building**, regardless of the date of its construction, has experienced the following:

a) Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior **Building** structure or members become unfit for service or represent a safety hazard as defined within the Florida Building Code;
b) Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the "primary structural members" or "primary structural systems" and that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
c) Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical "primary structural members" to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
d) Damage that results in the building, or any portion of the **Building** containing "primary structural members" or "primary structural systems", being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such **Building** as defined within the Florida Building Code; or
e) Damage occurring on or after October 15, 2005, that qualifies as substantial structural damage as defined in the Florida Building Code.

2) "Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.

3) "Primary structural system" means an assemblage of "primary structural members".

f. If the Companies deny the claim for Sinkhole Loss without performing testing under section 627.7072, Florida Statutes, the Insured may demand testing by communicating such demand to the Companies in writing within 60 days after the Insured receives the Companies' denial of the claim. The Insured is responsible for 50% of the testing costs, or $2,500, whichever is less. If the Companies' professional engineer or geologist provides written certification, pursuant to section 627.7073, that there is sinkhole loss, the Companies will reimburse the Insured for the testing costs.

g. The Insured may not accept a rebate from any person performing repairs for Sinkhole Loss. If the Insured receives a rebate, coverage under this Policy is void and the Insured must refund the amount of the rebate to the Companies.

h. If the Companies deny the claim for Sinkhole Loss upon receipt of written certification from a professional engineer or geologist, pursuant to section 627. 7073, that there is no Sinkhole loss or that the cause of the damage was not Sinkhole activity, and if the Sinkhole claim was submitted without good faith grounds for submitting such claim, the Insured shall reimburse the Companies for 50% of the actual costs of the analyses and services provided under sections 627.7072 and 627.7073, or $2,500, whichever is less. The Insured is not required to pay such reimbursement unless the Insured requested the analysis and services and the Companies, before ordering the analysis, informed the Insured in writing of the potential for reimbursement and gave the Insured the opportunity to withdraw the claim.

i. As a precondition to accepting payment for Sinkhole loss, the Insured must file with the county clerk of court, a copy of any Sinkhole report regarding the property which was prepared on behalf or at the Insured's request. The Insured will bear the cost of filing and recording the sinkhole report.

POLICY TERRITORY LIMITATION REDEFINED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

AMWINS PROPERTY FORM
AMWINS SPECIAL RISK UNDERWRITERS EXCESS PHYSICAL DAMAGE FORM
AMWINS SPECIAL RISK UNDERWRITERS PRIMARY CO-INSURING FORM

The following additional Condition is added to the policy to which this endorsement is attached and supersedes any provision to the contrary.

The Policy Territory Limitation as defined in the policy is deleted and replaced by the following:

The United States of America excluding all territories and possessions, foreign locations and Canada.

All Other Terms and Conditions of the policy remain unchanged.

Actual Cash Value -- Roof or roof coverings

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

AMWINS PROPERTY FORM

In consideration of the premium charged, it is agreed that the follow clause is added to **General Conditions**, **C. Loss Conditions**, **12. Valuation**:

h. Roof or roof coverings if originally installed or last fully replaced older than Twelve (12) years from the inception date at not more than the Actual Cash Value of the property at the time of loss or damage to the property. Actual Cash Value shall mean the lesser of:

(1) replacement cost less depreciation; or

(2) market value.

In no event shall the loss exceed the actual cost to repair or replace the property with materials of like kind and quality, nor the amount for which the Insured may be liable, nor the applicable policy limit(s) or sublimit(s).

Roof or roof coverings means the material exposed to "Specified Causes of Loss", including, but not limited to, roof coatings and canopies or any material or components used in conjunction with a roof or roof construction or re-covering including, but not limited to, shingles, shakes, flashing, sheeting, sheathing, decking, insulation, and membranes.

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

EIFS Exclusion

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

AMWINS PROPERTY FORM
AMWINS SPECIAL RISK UNDERWRITERS EXCESS PHYSICAL DAMAGE FORM
AMWINS SPECIAL RISK UNDERWRITERS PRIMARY CO-INSURING FORM

Notwithstanding any provision to the contrary within the Policy of which the Endorsement forms part (or within any other Endorsement which forms part of this policy), this policy is amended as follows:

This insurance does not apply to loss or damage caused by or resulting from a Water Damage or Windstorm or Hail loss if such loss or damage occurs to Covered Property with Exterior Insulation and Finish System (EIFS) and the loss or damage is increased in whole or in part by such EIFS.

Exterior Insulation and Finish System (EIFS) means a non-load bearing, exterior wall cladding system that consists of an insulation board attached either adhesively or mechanically, or both, to the substrate; an integrally reinforced base coat; and a textured protective finish coat.

All Other Terms and Conditions of the policy remain unchanged.

Cosmetic Loss or Damage Exclusion

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

AMWINS PROPERTY FORM

Cosmetic Loss or Damage

This policy does not cover cosmetic loss or damage to roof or roof coverings, exterior wall coverings, windows, doors or guttering by the peril of hail.

Cosmetic loss or damage means only that damage that alters the physical appearance of property, but does not result in damage that allows penetration of water through the roof coverings, exterior wall coverings, windows, doors or guttering or does not result in failure of the roof coverings**,** exterior wall coverings, windows, doors or guttering to perform its intended function to keep out elements over an extended period of time.

Roof or roof coverings means the material exposed to "Specified Causes of Loss", including, but not limited to, roof coatings and canopies or any material or components used in conjunction with a roof or roof construction or re-covering including, but not limited to, shingles, shakes, flashing, sheeting, sheathing, decking, insulation, and membranes.

All other terms, conditions, provisions and exclusions of this policy remain the same.

VIOLATION OF US LAWS OR SANCTIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY POLICY

The following CONDITION is added to the policy:

This policy does not provide any coverage, however, for any property, location, interest, loss, cost, expense, damage or claim that would be in violation of any United States of America laws or sanctions, including, but not limited to, any sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC").

All Other Terms and Conditions of the policy remain unchanged.

Embedded Deductible Buyback

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

AMWINS PROPERTY FORM

With respect to the peril of Hurricane, it is hereby agreed and understood that this policy offers additional limits to the Limit of Liability expressed on the Dec Page (SRU-001) in the amount of: The difference between 3% Per Location subject to a $447,444 maximum per occurrence and 1% Per Location, subject to a minimum of $100,000 per occurrence.

If the Calendar Year Hurricane Deductible (SRU-058) is attached to this policy, then the additional limits are in the aggregate per policy year and shall erode as described in SRU-058. When the calendar year expires on December 31st, the additional limits shall reinstate.

Cyber Endorsement

Please read this Endorsement carefully.

Notice

Capitalized terms that appear in bold face type are defined in the Definitions section of this Endorsement. Terms with capitalized first letters are defined in more detail in the Schedule below or as the context requires.

Coverage under this Endorsement is provided on a claims made and reported basis and applies only to **Claims** first made against the **Insured** during the Policy Period or to **Loss** discovered during the Policy Period, and applies only to an act, fact, error, omission, event, incident, occurrence, claim or circumstance that occurs on or after the **Retroactive Date** and is reported to **Underwriters** during the Policy Period or **Extended Reporting Period**, if applicable.

Defense Expenses shall reduce the applicable Limits of Liability, subject to any applicable **Retention**, and may completely exhaust the Limit of Liability.

This Endorsement only affords coverage under those **Insured Coverages** below that are indicated in Item 1 of the **Schedule**.

SRU-012 (0120) Property Cyber and Data Exclusion does not apply to the coverage afforded by this Endorsement.

Schedule

1 Named Insured	
Name	Per SRU-001 (05-19)
Address	Per SRU-001 (05-19)
2 Policy Period Inception Date: (Retroactive Date is the inception date of this policy)	Per SRU-001 (05-19)
3 Policy Number	Per SRU-023 (01-23)
4 Limits & Retention	
Policy Aggregate Limit	Per SRU-023 (01-23)

Insuring Agreement		*Retention (USD)*	Waiting Period	
1.a.	Business Interruption	$1,000	12 Hours	(whichever is greater)
1.b.	Digital Asset Destruction	$1,000	N/A	
1.c.	Reputational Harm	$1,000	N/A	
1.d.	Incident Response Expenses	$1,000	N/A	
1.e.	Cyber Extortion	$1,000	N/A	
2.a.	Security and Privacy Liability	$1,000	N/A	

2.b.	Regulatory Defense and Penalties	$1,000	N/A	
2.c.	Multimedia Liability	$1,000	N/A	
2.d.	Payment Card Industry Fines and Expenses	$1,000	N/A	

5 Premium

Gross Premium	Per SRU-001 (05-19)

6 Maximum Indemnity Period

1.a. Business Interruption	180 days
1.c. Reputational Harm	365 days

7 Territorial Limits

Limits	Worldwide

8 Choice of Law & Jurisdiction

Law	Per SRU-074 (01-25)
Jurisdiction	Per SRU-074 (01-25)

9 Notification of Claims

TMK 24/7 Breach Response Hotline

TEL: 1-800-673-8651

10 Approved Vendors

CyberClan

TEL: 1-800-673-8651

Email: cyberclaims@cyberclan.com

11 Service of Suit

Service of Suit: Lloyd's America, Inc, Attention: Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York, N.Y. 10017, USA

Insuring Agreements

In consideration of the payment of the premium and in reliance upon the Application, the Underwriters agree to indemnify the Insured in excess of the Retention (or after the expiration of the Waiting Period and in excess of the Remaining Retention with respect to Insuring Agreements 1.a. Business Interruption and 1.c. Reputational Harm), as indicated in Item 3 of the Schedule, for:

1 **Loss** first discovered by the **Control Group** during the **Policy Period** and reported to the **Underwriters** during the **Policy Period** or Extended Reporting Period, if applicable, for:

a) Business Interruption
Gross Earnings Loss incurred during the **Interruption Period** directly as a result of the total, or partial, or intermittent interruption or degradation in service of the **Insured's Computer System** caused directly by a **Security Breach**, **Administrative Error** or **Power Failure**.

b) Digital Asset Destruction
Digital Asset Loss incurred as a direct and necessary result of a **Security Breach, Administrative Error** or **Power Failure**.

c) Reputational Harm
Gross Earnings Loss and **Crisis Communications Expenses** incurred during the **Interruption Period** directly as a result of an **Adverse Media Event** arising from a **Privacy Breach**, **Security Breach** or **Administrative Error**.

d) Incident Response Expenses
Breach Response Expenses incurred as a result of a **Privacy Breach** or **Security Breach**.

e) Cyber Extortion
Extortion Expenses and **Extortion Payment** incurred as a direct result of a **Cyber Extortion Threat**.

2 Amounts which the **Insured** is legally obligated to pay as a result of a **Claim** first made against the **Insured** during the **Policy Period**, and reported to the **Underwriters** during the **Policy Period** or Extended Reporting Period, if applicable, for:

a) Security and Privacy Liability
Damages and **Defense Expenses** which the **Insured** is legally obligated to pay as a result of a **Claim** arising from a **Security Liability Event** or a **Privacy Breach**.

b) Regulatory Defense and Penalties
Regulatory Fines and Penalties and **Defense Expenses** which the **Insured** is legally obligated to pay as a result of a **Claim** arising from a **Security Liability Event** or a **Privacy Breach**.

c) Multimedia Liability
Damages and **Defense Expenses** which the **Insured** is legally obligated to pay as a result of a **Claim** arising from **Multimedia Activities**.

d) Payment Card Industry Fines and Expenses
Payment Card Industry Fines and Expenses and **Defense Expenses** which the **Insured** is legally obligated to pay as a result of a **Claim** arising from a **Security Liability Event** or a **Privacy Breach**.

Exclusions

The **Underwriters** shall not be liable for any **Claim, Damages, Defense Expenses** or **Loss** based upon, arising out of, or in any way attributable to:

1. **Anti-Trust Laws and Unfair Competition**
   Any actual or alleged violation of any anti-trust statute, legislation or regulation including the Sherman Anti-Trust Act, the Clayton Act or any similar provisions of any federal, state or local statutory law or common law; or unfair competition, price fixing, deceptive trade practices;

2. **Betterment**
   The financial cost of improvements in respect of the **Computer System** following a **Privacy Breach**, **Security Breach**, **Administrative Error**, **Power Failure**, or **Cyber Extortion Threat** which results in better than like kind or quality of the **Computer System** than that existing at the date of such **Privacy Breach**, **Security Breach**, **Administrative Error**, **Power Failure**, or **Cyber Extortion Threat**; however, this exclusion is inapplicable if an upgraded system is the only available option, such determination subject to the agreement and written consent of the **Underwriters**;

3. **Bodily Injury**
   Physical injury, sickness, disease, or death sustained by any individual and, where resulting from such physical injury only, mental anguish, mental injury, shock or emotional distress;

4. **Breach of Contract, Warranty, Guarantee or Promise and Assumed Liability**
   Any breach of any express contract, warranty, guarantee or promise, or any liability assumed by the **Insured** under a contract or agreement, unless:

a) the **Insured** would have been liable in the absence of such contract, agreement, warranty, guarantee or promise;

b) **privacy breach** involves the **Insured**'s privacy policy; or

c) unless otherwise covered under Insured Coverage 2.d. Payment Card Industry Fines and Expenses.

5. **Computer Hardware Replacement**

   Any costs to replace computer hardware, except where such costs are incurred as an **Extra Expense** for the purpose of reducing **Gross Earnings Loss** or **Digital Asset Loss**. In no event shall the aggregate of such expenses exceed the amount by which the **Gross Earnings Loss** or **Digital Asset Loss** payable under this **Policy** is thereby reduced.

6. **Description of Price of Goods**
   Actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products, or services, including cost guarantees, cost representations, contract price, or cost estimates being exceeded;

7. **Discrimination**
   Any actual or alleged discrimination of any kind, including but not limited to age, color, race, gender, religion, creed, national origin, marital status, sexual orientation, sexual preference, disability, marital status, financial condition or pregnancy, including violations of civil rights or discriminatory or retaliatory conduct of any kind.

8. **Employer-Employee Relations**
   Any employer-employee relations, policies, practices, acts or omissions, any actual or alleged refusal to employ any person, or any misconduct, including physical or sexual, with respect to **Employees**, including negligent employment, investigation, supervision, hiring, training or retention of any **Employee**, **Insured** or person for whom the **Insured** is legally responsible.

9. **Excluded Industries**

   A company whose primary activity is any of the following: Data aggregators; Payment processing; Debt collectors; Embassies and other Government occupied buildings, except State and Local Municipalities and/or hospitals; Gambling; Adult Entertainment; Social media and dating sites; SMART phone apps; Bitcoin;

10. **Government Intervention**
    Non-discriminatory measures of a government taken in the public interest for the purposes of ensuring public safety, raising revenues, protecting the environment or regulating economic activities;

11. **Infrastructure Failure**
    Any failure, interruption, disturbance, or outage of infrastructure services, including:

a) Electricity, gas, water, telecommunications, or other utility services;

b) Internet infrastructure, including Domain Name System (DNS), Certificate Authority, or Internet Service Provider (ISP);

c) Satellite; or

d) Financial exchange, securities exchange, or clearing house;

except where such infrastructure is under the direct operational control of the **Insured**.

12. Infringement of Patents or Theft of Trade Secrets
The actual or alleged:

a) Infringement of any patent or patent rights or misuse or abuse of a patent; or

b) The misappropriation, theft, copying, display or publication of any trade secret, unless arising out of a **Privacy Breach** or **Security Breach**;

13. Insolvency or Bankruptcy

The insolvency, liquidation or bankruptcy of any person or entity, including any **Insured** to the extent permitted by law, or the failure, inability, or unwillingness of any person or entity or **Insured** to make payments or perform obligations or conduct business because of insolvency, liquidation, or bankruptcy;

14. Insured Misconduct

The **Insured's** willful, deliberate, malicious, fraudulent, dishonest, or criminal act or violation of law with the knowledge, connivance or acquiescence of any member of the **Control Group**; however, this exclusion shall not apply to **Defense Expenses** incurred in defending any such **Claim** until such time that there is a final admission or final adjudication establishing such conduct, at which time the **Insured** shall reimburse the **Underwriters** for all **Defense Expenses** incurred. Facts or knowledge possessed by the **Control Group** regarding the foregoing conduct shall be imputed to other **Insureds**;

15. Insured versus Insured
Any **Claim** made by or on behalf of an **Insured** against another **Insured**. This exclusion shall not apply to any **Claim** brought by an **Employee** outside of the **Control Group** as a result of a **Privacy Breach** or **Security Breach**;

16. Loss of Funds

a) Loss, decrease in value or theft of securities, currency, digital currency, cryptocurrency or non-fungible token (NFT);

b) Trading losses, liabilities or changes in trading account value; or

c) The value of electronic funds, money, securities or wire transfer;

17. Management Liability

Any **Damages** or **Defense Expenses** that the **Insured's** directors or executive officers become legally obligated to pay for any actual or alleged error, omission, misstatement, misleading statement, neglect or breach of duty while acting in their capacity as a director or executive officer.

18. Natural Perils
Fire, smoke, explosion, lightning, wind, windstorm, tornado, cyclone, hurricane, flood, storm surge, sinkhole collapse, earthquake, volcanic eruption, wave, tidal wave, landslide, hail, snow, geomagnetic storm or any other natural peril however caused.

19. Negligent Design or Configuration

Negligent design, architecture, or configuration of the **Computer System;**

20. Ordinary Payroll

The normal salary and bonus costs paid to **Employees**, directors executives, and contractors working their regular contracted hours, except as otherwise covered as part of the calculation of **Gross Earnings Loss**.

21. Payment Card Industry
Payment Card Industry Fines and Expenses unless Insuring Agreement 2.d. Payment Card Industry Fines and Expenses is included in this policy;

22. Prior Knowledge or Notification
Any act, fact, error, omission, event, incident, occurrence, claim or circumstance likely to give rise to a claim notified to a previous insurer, or which occurred or commenced prior to the inception date of this **Policy** if at the inception date the **Control Group** knew or should reasonably have foreseen the act, fact, error, omission, event, incident, occurrence, claim or circumstance as likely to form the basis for a **Claim** or **Loss** under this **Policy**;

23. Property Damage
Physical injury to, or impairment, destruction or corruption of, any tangible property, including personal property in the care, custody or control of the **Insured**. **Data** and **Digital Assets** are not tangible property;

24. Pollutants
Any actual or alleged or threatened presence, discharge, dispersal, release, escape or failure to detect pollutants or solid, liquid, gaseous or thermal irritant or contaminant of any kind, including smoke, vapor, soot, fumes, other air emission, acids, toxic chemicals, alkalis, mold, spores, fungi germs, odor, waste water, oil or oil product, infectious or medical waste, asbestos or asbestos product, lead or lead product, noise, and electric, magnetic or electromagnetic field chemicals, or waste (including waste material to be recycled, reconditioned or reclaimed), whether or not such presence, discharge, dispersal, release,

escape or failure to detect results from the **Insured**'s activities or the activities of others, or whether such presence happened suddenly, gradually, accidentally, or intentionally.

25. Professional Services

The rendering of, or failure to render, professional services (including technology services), or any error or omission, malpractice or mistake of a professional nature committed by or on behalf of an **Insured** in the conduct of any of the **Insured's** business activities. However, this exclusion does not apply to a **Claim** against an **Insured** alleging a **Privacy Breach**.

26. Radioactive, chemical, biological, biochemical and electromagnetic contamination

a) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste;

b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or

e) any chemical, biological, bio-chemical, or electromagnetic weapon.

27. Specific Legislation

a) The actual or alleged purchase, sale, offer of, or solicitation of an offer to purchase or sell securities, or violation of any securities law including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Sarbanes-Oxley Act of 2002, including 'Blue Sky' laws;

b) The actual or alleged violation of the Organized Crime Control Act of 1970 ('RICO');

c) The actual or alleged government enforcement of any state or federal law or regulation including law or regulations promulgated by the United States Federal Trade Commission, Federal Communications Commission, or the Securities and Exchange Commission; however this exclusion does not apply to Insured Coverage 2.B. Regulatory Defense and Penalties;

d) Any breach or alleged breach of any workers' compensation, unemployment compensation, disability benefits or similar laws, including the Federal Employers Liability Act, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of 1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970;

e) Any violation of any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds, or trusts; or any violation of any provision of the Employee Retirement Income Security Act of 1974 and/or the Pension Protection Act of 2006;

f) The violation of, or exposure of the **Insured** or **Underwriters** to, any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America;

g) The Telephone Consumer Protection Act of 1991 or CAN-SPAM Act of 2003 or any similar state or federal statute, law, regulation or rule with regard to unsolicited distribution of email, text messages, direct mail, facsimiles, spam, actual or alleged wiretapping, audio or video recording, or telemarketing;

28. Unauthorized Data Collection

a) The actual or alleged failure to comply with any statute, law, decree, regulation or rule with respect to;

b) The unlawful collection, retention or processing of personally identifiable information;

c) The unsolicited distribution of email, text messages, direct mail, facsimiles, spam, wiretapping, audio or video recording, or telemarketing;

d) A person's right to have their personal data removed from a marketing list, mailing list or database;

e) A person's right to revoke the authorization granted to process their personal data; or

f) A person's right to update, rectify or suppress their personal data.

Personal data and personally identifiable information includes biometric data, biometric information and biometric identifiers, and data collected using tracking tools including Meta Pixel, Google Analytics, Adobe Analytics, Mixpanel, Matomo, Clicky, Fathom, HubSpot, Segment, Emarsys and NaviStone.

29. Use of Illegal or Unlicensed Programs

Knowing use of illegal or unlicensed programs or software.

30. War, Cyber War and Cyber Operation Exclusion No.1

1. Notwithstanding any provision to the contrary in this insurance, this insurance does not cover any loss, damage, liability, cost or expense of any kind:

1.1. directly or indirectly arising from a **war**, and/or

1.2. arising from a **cyber operation**.

Attribution of a **cyber operation** to a **state**

2. Notwithstanding the insurer's burden of proof, which shall remain unchanged by this clause, in determining attribution of a **cyber operation** to a **state**, the insured and insurer will consider such objectively reasonable evidence that is available to them. This may include formal or official attribution by the government of the **state** in which the **computer system** affected by the **cyber operation** is physically located to another **state** or those acting at its direction or under its control.

Definitions

3. **Computer system** means any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility. If there is any inconsistency between definitions of **computer system** in this exclusion and the contract of insurance, the definition in the contract of insurance shall apply.

4. **Cyber operation** means the use of a **computer system** by or on behalf of a **state** to:

4.1. disrupt, deny access to or, degrade functionality of a **computer system**, and/or

4.2. copy, remove, manipulate, deny access to or destroy information in a **computer system**.

5. **State** means sovereign state.

6. **War** means armed conflict involving physical force:

6.1. by a **state** against another **state**, or

6.2. as part of a civil war, rebellion, revolution, insurrection, military action or usurpation of power,

whether war be declared or not.

LMA5564A

18 January 2023

Definitions

Administrative Error
An error or omission by an **Employee** or member of the **Control Group** in the operation, input or processing of the **Insured's Digital Assets** or the **Insured's Computer System**. **Administrative Errors** do not include errors in software programming or coding.

Adverse Media Event
A report in the media of a **Privacy Breach** or **Security Breach** including via newspapers, radio, television, internet, blogging, vlogging and social media, that has an adverse impact on the **Insured's** business or reputation.

Application
All information provided by or on behalf of the **Insured** to the **Underwriters** as part of any request for this **Policy** (or any renewal or variation) including any application submitted in prior policy periods, and any supplemental material submitted therewith, including all particulars and details of the methodology on the basis of which any estimates within such information were calculated or derived and information and materials contained on any Internet websites maintained by or on behalf of any **Insured** which are actually provided by the **Insured** to the Underwriters prior to formation or renewal or variation of this contract of insurance. All of the above are deemed attached to, material and incorporated into this **Policy**.

Breach Response Expenses
Costs and expenses for the following services provided by Approved Vendor specified at Item 9 in the Schedule:

a) Costs of an external IT forensic company to determine the cause, scope and extent of the **Privacy Breach** or **Security Breach** or any immediate actions necessary to mitigate ongoing harm to the **Insured's Computer System**;

b) Costs and expenses of a legal firm to determine any actions necessary to comply with **Privacy Regulations**;

c) Notification costs and related expenses to notify:

   i. Individuals who are required to be notified in compliance with **Privacy Regulations** mandating notification; or

   ii. at the **Underwriters'** discretion and pursuant to written consent (consent will not be unreasonably withheld), to individuals residing in states, provinces or countries that do not have mandatory notification laws or regulations;

d) Costs of setting up a telephone call center in order to support notified individuals and to provide credit file monitoring services and/or identity theft assistance for a maximum of twelve (12) months;

e) Crisis Communication Expenses.

In the event that the **Insured** procures any of the services listed in (a) to (e) above from a service provider not specified at Item 9 in the Schedule, or performs any of the services themselves, then the **Underwriters** shall only reimburse the **Insured** for such costs and expenses:

   i. Where the **Underwriters** have provided prior written consent;

   ii. Where costs incurred by the **Insured** for services performed by themselves are over and above the **Insured's** normal operating expenses; and

   iii. Subject to a maximum reimbursement of the amount that would have been payable had a service provider specified at Item 9 in the Schedule rendered such services. Reimbursement of any services billed by the hour shall be subject to a maximum of USD 25,000.

Claim

a) A written notice received by any **Insured** during the **Policy Period** of an intention to hold the **Insured** responsible for **Damages**, including the service of legal proceedings, the institution of arbitration or mediation, or a written request to toll or waive a statute of limitations against any of the **Insureds**;

b) A request for information, civil investigative demand, formal civil administrative proceeding or formal regulatory action only to the extent covered by Insured Coverage 2.B. Regulatory Defense and Penalties;

c) A written demand for **Payment Card Industry Fines and Expenses** received by an **Insured** only to the extent covered by Insured Coverage 2.d. Payment Card Industry Fines and Expenses.

Computer System
A system of interconnected hardware and peripherals, and associated software, operated by the **Insured** or an **Outsource Service Provider**, except only where operated by the **Insured** with respect to Coverage 1.A.

Control Group
Any of the Chief Executive Officer, Chief Financial Officer, Chief Information Officer, Chief Operating Officer, Chief Information Security Officer, Risk Manager or functional equivalent.

Crisis Communications Expenses
Expenses reasonably incurred by the **Insured** and approved in writing in advance by the **Underwriters** for the employment of a public relations consultant if the **Insured** reasonably considers that action is needed in order to avert or mitigate a **Gross Earnings Loss** or **Adverse Media Event**.

Cyber Extortion Threat
A credible threat or series of credible threats that includes a demand for **Extortion Payment** to:

a) Release, disseminate, destroy or corrupt **Your Digital Assets**;

b) Introduce **Malicious Code** into **Your Computer System**;

c) Corrupt, damage or destroy **Your Computer System**;

d) Electronically communicate with **Your** customers from within a **Computer System** and falsely claim to be **You** or to be acting under **Your** direction in order to falsely obtain personal confidential information of **Your** customers (also known as "pharming," "phishing," or other types of false communications); or

e) Restrict or hinder access to **Your Computer System**, including the threat of a criminal or malicious **Denial of Service**.

Damages
The amount an **Insured** is legally obligated to pay in respect of a **Claim**, including a monetary judgment, award, or settlement, interest and a claimant's legal costs; punitive and exemplary damages, to the extent such damages are insurable under the law pursuant to which this **Policy** is construed; **Regulatory Fines and Penalties** only to the extent covered by Insured Coverage 2.B. Regulatory Defense and Penalties; and **Payment Card Industry Fines and Expenses** only the extent covered by Insured Coverage 2.d.

Damages shall not include:

a) Future profits or royalties, restitution, or disgorgement of the **Insured's** profits;

b) The cost of complying with orders granting injunctive or non-monetary relief, including specific performance, or any agreement to provide such relief;

c) Loss of the **Insured's** fees or profits, return or offset of the **Insured's** fees or charges (invoiced or not), or the **Insured's** commissions or royalties provided or contracted to be provided;

d) Fines, taxes or loss of tax benefits, sanctions unless covered under Insured Coverage 2.B. Regulatory Defense and Penalties and unless covered under Insured Coverage 2.d. Payment Card Industry Fines and Expenses;

e) Liquidated damages to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement, unless covered under Insured Coverage 2.d. Payment Card Industry Fines and Expenses;

f) Any amount which the **Insured** is not legally obligated to pay; and

g) Amounts which are uninsurable under the law pursuant to which this **Policy** is construed. Any **Damages** will be deemed for the purposes of this **Policy** to be insurable unless there is case law, legislation, regulation or an order or judgement from a regulator, legislator or law enforcement agency specifically prohibiting the insurability of the **Damages**.

Data
Information represented, transmitted or stored electronically or digitally including code, or a series of instructions, operating systems programs, software and firmware;

Defense Expenses
Fees charged by an attorney to defend a **Claim** and costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim** incurred with the **Underwriters'** prior written consent, orsuch fees and costs incurred by an attorney from the Vendors pre-approved by the Underwriters .

Denial of Service
Unauthorized interference or malicious attack that restricts or prevents access to the **Insured's Computer System** for entities authorized to gain access.

Digital Asset Loss
Expenses incurred to restore or recreate **Digital Assets**. If it is determined that **Digital Assets** cannot be restored or recreated, the **Underwriters** will only reimburse the **Insured's** losses or expenses incurred up to the date of such determination.

Digital Assets
The **Insured's** digital files including data, computer programs, electronic documents and audio content stored on the **Insured's Computer System**. **Digital Assets** do not include any digital currency, cryptocurrency or non-fungible tokens (NFTs).

Employee
Any person hired for a wage, salary, fee or payment to perform work for the **Insured** under a contract of service, whether oral or written, express or implied and whose employment status can be verified by documentation existing at the time of the event giving rise to **Loss** or a **Claim**, including any intern or volunteer, but only while such persons are acting solely within the scope of their duties to the **Insured**.

Extortion Expenses
Reasonable and necessary expenses incurred to avoid a **Privacy Breach**, **Security Breach** or the disruption or failure of **Your Computer System**, resulting directly from a **Cyber Extortion Threat**.

Extortion Payment
The payment of a ransom demand to avoid a **Privacy Breach**, **Security Breach** or the disruption or failure of **Your Computer System**, resulting directly from a **Cyber Extortion Threat**. **You** must notify any payments to local or federal law enforcement authorities as soon as practicable.

Any **Extortion Payment** will be deemed for the purposes of this **Policy** to be insurable unless there is case law, legislation, regulation or an order or judgement from a regulator, legislator or law enforcement agency specifically prohibiting the insurability of the **Extortion Payment**.

Extra Expense
Reasonable and necessary extra costs incurred by the **Insured** to temporarily continue as nearly normal as practicable in the conduct of the **Insured's** business during the **Interruption Period**, less any value remaining at the end of the **Interruption Period** for property or services obtained in connection with such costs. Costs and expenses incurred by the **Insured** in issuing goodwill coupons, rebates, discounts or promotions to its clients or customers are not recoverable as an **Extra Expense** under this **Policy**.

'Normal' shall mean the condition that would have existed had no **Privacy Breach**, **Security Breach**, **Administrative Error** or **Power Failure** occurred.

Gross Earnings Loss
a) The loss of Gross Earnings; less all charges and expenses that do not necessarily continue during the interruption of production or suspension of business operations or services; plus the loss of all other earnings derived from the operation of the business; and

b) **Extra Expense** necessarily incurred for the purpose of reducing the loss of Gross Earnings, but in no event shall the aggregate of such **Extra Expense** exceed the amount by which the loss under the **Policy** is thereby reduced.

Provided, however, there is recovery of **Gross Earnings Loss** only to the extent that the **Insured** is:

i. Wholly or partially prevented from producing goods or continuing business operations or services;

ii. Unable to make up lost production within a reasonable period of time, not limited to the **Interruption Period**;

iii. Unable to continue such operations or services during the **Interruption Period**; and

iv. Able to demonstrate a loss of sales for the operations, services or production prevented.

'Gross Earnings', as used in item a. shall mean:

a) For manufacturing operations: the net sales value of production less the cost of all raw stock, materials and supplies used in such production; or

b) For mercantile or non-manufacturing operations: the total net sales less cost of merchandise sold, materials and supplies consumed in the operations or services rendered by the **Insured**.

This **Policy** does not provide coverage under Gross Earnings for:

a) fines or damages for breach of contract or for late or non-completion of orders;

b) penalties of any nature; or

c) any other consequential or remote loss.

Insurance Policy or **Insurance** or **Policy**
This contract of insurance including the **Application**, any Declarations and Schedules, and any endorsements or variations, all material to and forming part hereof.

Insured
a) The entity specified in Item 1 of the Schedule;

b) Any **Subsidiary** but only during the time period such qualifies as a **Subsidiary**;

c) Any past, present, or future officer, director, trustee, or **Employee** of any of (a) and (b) above, but only while acting solely within the scope of their duties as such;

d) Any general or managing partner, principal, stockholder, or owner of any of (a) and (b) above, but only while acting solely within the scope of their duties as such;

e) Any legal entity required by contract to be named as an **Insured** under this **Policy** if agreed in advance and in writing by the **Underwriters**, but only for the acts of any above parties (a) through (d), as detailed under the relevant Coverage 1. A through F and 2. A through D; and

f) Any agent or independent contractor, including distributors, licensees, and sub-licensees, but only while acting on behalf of, at the direction of, or under the control of any party of (a) through (e) above.

Interruption Period
Under Insured Coverage 1.A. Business Interruption the period of time that commences when the partial or complete interruption, degradation or failure of the **Computer System** begins, and ends on the earlier of:

a) the date of full restoration of the **Insured's** normal business operations; and

b) the maximum indemnity period as stated in Item 5 of the Schedule.

Under Insured Coverage 1.C. Reputational Harm, the period of time that commences on the date of the earliest **Adverse Media Event** and ends after the maximum indemnity period as stated in Item 5 of the Schedule.

Loss
Breach Response Expenses, Crisis Communications Expenses, Digital Asset Loss, Extortion Expenses, Extortion Payment, Extra Expense, and **Gross Earnings Loss.**

Malicious Code
Software intentionally designed to damage **Digital Assets** or a **Computer System** by a variety of forms including, but not limited to, virus, worm, Trojan horses, spyware, dishonest adware, ransomware and crimeware.

Multimedia Activities
The release or display of any electronic media on the **Insured's** website or print media of the **Insured** that is under the direct sole control of the **Insured** or content generated by the **Insured** on a social media platform and directly results in any of the following:

a) Defamation, libel, slander, product disparagement or trade libel;

b) Infringement, interference, or invasion of an individual's right of privacy or publicity, including false light, intrusion upon seclusion, commercial misappropriation of likeness, and public disclosure of private facts;

c) Plagiarism, piracy or misappropriation of ideas under an implied contract;

d) Infringement of copyright, trademark, trade name, trade dress, title, slogan, service mark or service name; or

e) Domain name infringement or improper deep-linking or framing.

This **Policy** shall not provide coverage for a **Claim** arising from the actual or alleged infringement of third party intellectual property rights with respect to the manufacture, import, design, package or trade dress of goods or services sold by, or on behalf of, any **Insured**.

Named Insured
The entity specified in Item 1 of the Schedule.

Outsource Service Provider
An independent service provider that provides information technology services, including hosting, security management, co-location, and data storage, for the benefit of the **Insured** under a written contract with the **Insured**. **Outsource Service Provider** does not include Domain Name System (DNS) providers, Certificate Authorities, or Internet Service Providers (ISP).

Payment Card Industry Fines and Expenses
Payment card industry forensic investigation costs, fines or penalties, assessments, including fraud loss recoveries and card replacement costs, and administrative costs that the **Insured** is legally obliged to pay under the terms of a merchant services agreement as a result of the **Insured's** actual or alleged non-compliance with payment card industry data security standards. **Payment Card Industry Fines and Expenses** does not include any ongoing obligation or audit following the imposition of an assessment, fine or penalty.

Policy Period
The period of time between the Inception Date and Time and the Expiration Date and Time specified in Item 2 of the Schedule unless terminated earlier, and specifically excluding any Extended Reporting Period.

Power Failure
Failure in electrical power supply directly caused by a **Security Breach**, but only where such power is under the direct operational control of the **Insured** or the equipment necessary to supply the power is under the direct operational control of the **Insured**.

Privacy Breach
An actual or suspected breach of confidentiality, or infringement or violation of any right to privacy, or a breach of the **Named Insured's** privacy policy or of **Privacy Regulations**.

Privacy Regulations
Statutes, laws and regulations associated with the confidentiality, access, control, and use of personally identifiable, non-public information including:

a) Health Insurance Portability and Accountability Act of 1996 (Public Law 104- 191);

b) Gramm-Leach-Bliley Act of 1999, also known as the Financial Services Modernization Act of 1999;

c) State and federal statutes and regulations regarding the security and privacy of consumer information;

d) Governmental privacy protection regulations, statutes or laws associated with the control and use of personal information;

e) Privacy provisions of consumer protection laws, including the Federal Fair Credit Reporting Act;

f) Children's Online Privacy Protection Act;

g) The EU General Data Protection Regulation (GDPR)

Regulatory Fines and Penalties
Civil fines, monetary penalties payable or a monetary amount which the **Insured** is legally obligated to deposit in a fund as equitable relief imposed by a governmental agency or regulatory authority as a result of a breach of the **Privacy Regulations**.

Any **Regulatory Fines and Penalties** will be deemed for the purposes of this **Policy** to be insurable unless there is case law, legislation, regulation or an order or judgement from a regulator, legislator or law enforcement agency specifically prohibiting the insurability of the relevant category of **Regulatory Fines and Penalties**.

Remaining Retention
The **Retention** amount specified in Item 3 of the Schedule less the amounts incurred by the **Insured** during the **Waiting Period** attributable to a **Loss**.

If the amounts attributable to a **Loss** that are incurred by the **Insured** during the **Waiting Period** are greater than the applicable **Retention** amount specified in Item 3 of the Schedule, then the **Remaining Retention** is zero.

Retention
The figure specified in Item 3 of the Schedule that is payable by the **Insured** in respect of every **Claim** and **Loss**.

Security Breach
a) The use of the **Computer System** by an unauthorized person or persons, or by an authorized person in an unauthorized manner, including social engineering techniques;

b) Denial of Service attack or DDoS;

c) Malicious Code.

A series of continuing **Security Breaches**, or related or repeated **Security Breaches** arising from the same sequence of events, shall be considered a single **Security Breach** and be deemed to have occurred at the time of the first such **Security Breach**.

Security Liability Event
The **Insured's** failure or alleged failure to prevent a **Security Breach** from impacting a third party.

Subsidiary
Any corporation, limited liability company, or partnership while more than 50% of the outstanding voting securities or shares that represent the present right to vote for the election or appointment or designation of such entity's directors, managers or equivalent that are directly owned or controlled by the **Insured**; or any joint venture while the **Named Insured** has managerial control, or while it has the right to elect or designate or otherwise appoint or directly control the appointment of more than 50% of such entity's directors, trustees, managers or equivalent.

Underwriters
Tokio Marine Kiln, Syndicate 510, and any underwriters or insurers identified in the Policy as providing the insurance covered by this Endorsement.

Waiting Period
Under Insured Coverage 1.A. Business, the period of time that commences when the partial or complete interruption, degradation or failure of the **Computer System** begins, and expires after the number of hours specified in Item 3 of the Schedule.

Under Insured Coverage 1.C. Reputational Harm, the period of time that commences when the **Adverse Media Event** occurs and expires after the number of days specified in Item 3 of the Schedule.

Gross Earnings Loss incurred during the Waiting Period are uninsured.

Claims Conditions

1 Subrogation

If any payment is made under this **Policy**, the **Insured** shall maintain all rights of recovery against any third party. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights, and shall do nothing to prejudice such rights. Any recoveries shall be applied first in payment of the **Underwriters'** subrogation expenses, secondly to **Loss**, **Damages, Defense Expenses**, or any other amounts paid by the **Underwriters**, thirdly to any uninsured amount, and lastly to the **Retention**. Any additional amounts recovered shall be paid to the **Insured**.

2 Notice of Claim, Loss or Circumstance

a) If, during the **Policy Period**, the **Control Group** becomes aware of a **Claim** or **Loss**, the **Insured** must forward details to the **Underwriters** as soon as practicable during the **Policy Period** or the Extended Reporting Period, if applicable, through the persons named in the Schedule. The **Insured** must report a **Claim** or **Loss** regardless of whether the **Claim** or **Loss** arises out of any previously reported incidents, circumstances, acts, errors or omissions, or related **Claim** or **Loss**.

b) If during the **Policy Period**, the **Control Group** becomes aware of any incidents, circumstances, acts, errors or omissions that could reasonably result in a **Claim** or **Loss**, the **Insured** must forward details to the **Underwriters** as soon as practicable during the **Policy Period** or the Extended Reporting Period through the persons named in the Schedule. Any **Claim** or **Loss** arising out of such reported incidents, circumstances, acts, errors or omissions will be deemed to have been made or incurred when the **Underwriters** first received notice complying with this paragraph.

c) Any **Loss**, **Claim** or incidents, circumstances, acts, errors or omissions that could reasonably result in **Loss** or a **Claim** shall be considered properly reported to the **Underwriters** when notice is first given to the persons named in the Schedule.

3 Dispute resolution

a) No legal action shall be instituted by any **Insured** against the **Underwriters** in any court in respect of any alleged defense expenses or indemnity payable by the **Underwriters** in respect of any **Claim** unless, as a condition precedent thereto, there has been full compliance with all the terms of the **Policy** and the amount of the **Insured's** obligation to pay the relevant third party claimant shall have been finally determined either by judgment or award against the **Insured** after actual trial or arbitration, or by written agreement of the **Insured**, the claimant, and the **Underwriters**.

b) Any person or organization or the legal representative thereof who has secured such judgment, award, or written agreement shall thereafter be entitled to make a claim under this **Policy** to the extent of the insurance afforded by this **Policy**. No person or organization shall have any right under this **Policy** to join the **Underwriters** as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor shall the **Underwriters** be impleaded by the **Insured** or the **Insured's** legal representative. Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Underwriters** of their obligations hereunder.

c) Mediation. If any dispute arises between any **Insured** and the **Underwriters** involving **Loss** or a **Claim** under this **Policy**, such dispute shall be referred by the parties to a qualified mediator to negotiate a resolution of the dispute in good faith, prior to the initiation of any arbitration or other judicial proceedings. The party electing to mediate shall provide written notice to the other party of its request to mediate with a brief statement regarding the issue to be mediated. The persons named in Item 10 of the Schedule are authorized and directed to accept such Notice of Mediation on behalf of the **Underwriters**. The **Named Insured** is authorized and directed to accept such Notice of Mediation on behalf of any **Insured**.

d) In the event that non-binding Mediation does not resolve or settle the dispute between any **Insured** and the **Underwriters**, after 30 days from the date of the Mediation, either party may:

1) commence a judicial proceeding; or

2) seek agreement to submit the matter to final and binding arbitration before either a single mutually agreed arbitrator or a three arbitrator panel whereby the **Insured** selects one arbitrator, the **Underwriters** select one arbitrator and the two selected arbitrators agree upon the selection of the third arbitrator.

4 Defense, Settlement and Investigation of Claims

a) The **Underwriters** shall have the right and duty to defend any **Claim** against the **Insured**, even if any of the allegations of the **Claim** are groundless, false, or fraudulent, subject to the Limit of Liability, Exclusions, and other terms and conditions of this **Policy**.

b) Unless defense counsel is contacted and chosen via the Hotline 1-800-673-8651, defense counsel shall be appointed with the **Underwriters'** prior written consent. Such consent shall not be unreasonably withheld. However, in the absence of agreement, the **Underwriters'** decision shall be final.

c) The **Underwriters** shall have the right to make any investigation they deem necessary including with respect to the **Application** or to coverage.

d) If the **Insured** refuses to consent to a settlement that the **Underwriters** recommend and that the claimant will accept, the **Insured** must then defend, investigate or settle the **Claim** at the **Insured's** own expense. As a consequence of the refusal to settle as per **Underwriter's** recommendation, Underwriter's liability for any **Claim** shall not be more than the amount of the initial recommended settlement plus up to 50% of any additional costs incurred by the **Insured** above this amount in order to settle this matter, subject always to the limit of the **Policy**.

e) No **Insured** may incur any **Defense Expenses, Payment Card Industry Fines and Expenses** or admit liability for, or settle, or offer to settle, any **Claim**, without the Underwriters' written consent, which shall not be unreasonably withheld. Provided that, if a proposed settlement amount, when combined with any **Defense Expenses** or **Payment Card Industry Fines and Expenses** incurred, does not exceed 50% of the applicable **Retention** set forth in the Schedule, the **Insured** may settle a Claim, or accept an offer of settlement without the prior written consent of the **Underwriters**. Such settlement must fully resolve the **Claim** with respect to the **Insured** and the **Underwriters**.

5 **Non-Admitted Insurance**

The **Named Insured** on behalf of all **Insureds** acknowledges and recognises by accepting this contract of insurance that it is possible that not all entities and/or persons named as or falling within the definition of **Insured** within this **Policy** may be capable of enforcing this contract of insurance, or in respect of which there may be regulatory or other adverse impact by reason of the **Underwriters'** lack of a license in one or more particular territories or by the choice of the **Named Insured**. Such entities and/or persons are hereafter referred to as a "Local Entity or Person".

Such Local Entity or Person is not a party to or insured under this contract of insurance and cover in respect of such Local Entity or Person shall be provided to the **Named Insured** in respect of its insurable financial interest in such Local Entity or Person if the **Named Insured** benefits financially from the continued operation and preservation of the Local Entity or Person and its assets and/or would suffer a detriment by reason of any loss, damage, impairment or liability sustained by such Local Entity or Person.

Where this contract constitutes non-admitted insurance permissible under applicable law, the **Underwriters** shall only be responsible for providing any locally required bonds, local fiscal charges, certificates of insurance or any other documents as evidence of insurance if and to the extent that its provision of such documentation and cover is locally authorised, permissible and lawful.

Where loss or damage of the financial interest of the **Named Insured** in respect of any Local Entity or Person is indemnified under this contract, the **Underwriters** shall be subrogated to all rights and remedies of the **Named Insured**. If requested by the **Underwriters**, the **Named Insured** shall:

a) Report fully and fairly on all causes of action which the Local Entity or Person may have against the third party arising out of the facts and circumstances which gave rise to its loss;

b) Procure that the Local Entity or Person shall take all appropriate steps in respect of any potential recovery including litigation against any such third party (including any insurer(s) issuing a policy to that Local Entity or Person):

   i. in the name of that Local Entity or Person or any plaintiff with the appropriate right to bring such a claim in the relevant court or arbitral forum;

   ii. in respect of which claim the relevant claimant shall effect the directions and instructions of the **Underwriters** through the **Named Insured**, including the investigation, adjustment and defence of any loss which might be recoverable with access to books, records, bills invoices, vouchers and other relevant information, the reasonable costs of which shall be paid by the **Underwriters** in accordance with the terms and limits of this **Policy** save that where the sum claimed exceeds the indemnity provided by this clause the **Underwriters** shall only make a proportionate contribution to such costs in the ratio of the indemnified loss to the total claim;

The **Named Insured** shall procure that the Local Entity or Person assigns to the **Named Insured** the benefit of any cause of action it may have against any such third party (including any insurer issuing a policy to the Local Entity or Person). If other **Insureds** or the **Named Insured** subsequently recover any sum from a third party in respect of such cause of action the **Named Insured** shall repay the corresponding amount to **Underwriters** hereon.

Any misrepresentation, failure to disclose material information, false statement, fraudulent or exaggerated claim made by or on behalf of a Local Entity or Person shall be treated as made by the **Named Insured**.

General Conditions

The **Underwriters** have no duty to provide coverage under this **Policy** unless there has been full compliance with all the conditions contained in this **Policy**. Any clause designated as a condition precedent shall require the entity to which it applies to comply specifically and completely with it and any breach or failure to do so shall entitle the **Underwriters** to reject all or part of the **Claim**, **Damages**, **Defense Expenses** or **Loss** or any related claim or loss whether or not such breach or failure causes loss, prejudice or damage.

1 Policy Limits

The Aggregate Limit specified in Item 3 of the Schedule shall be the maximum liability of the **Underwriters** under this **Policy**. The sublimits for each **Insured Coverage** specified in Item 3 of the Schedule form part of, and are not in addition to, such Aggregate Limit.

After the **Policy** Limit of Liability has been exhausted, the **Underwriters** have no obligation to pay any **Damages, Defense Expenses, Loss** or any other amounts under the **Policy**, and shall have the right to withdraw from the defense.

2 Retention, Remaining Retention and Waiting Period

The **Retention** amount specified in Item 3 of the Schedule for each Insuring Agreement shall apply separately to each and every **Loss** and **Claim** and shall be satisfied in full by the **Insured's** monetary payments of **Loss**, **Damages**, or **Defense Expenses**. The **Underwriters** shall only be liable for amounts in excess of the **Retention**, subject to the Limit of Liability.

For Insuring Agreements subject to a **Waiting Period**, the **Underwriters** shall only be liable for amounts in excess of the **Remaining Retention** that an **Insured** incurs after the expiration of the **Waiting Period**.

Any **Loss** incurred during the **Waiting Period** is uninsured.

If a **Claim** or **Loss** attaches to more than one Insuring Agreement, only the highest **Retention** will apply to that **Claim** or **Loss**; however, any **Loss** incurred during the **Waiting Period** shall remain uninsured.

The **Insured's** payment of the applicable **Retention** is a condition precedent to the payment by the **Underwriters** of any amounts covered under the **Policy**. The **Insured** shall make direct payments within the **Retention** to the appropriate parties as designated by the **Underwriters**.

3 Related Claims and Loss

All **Claims** and **Loss** arising out of the same related or continuing acts, facts, circumstances or events shall be considered a single **Claim** or **Loss**, without regard to the number of **Insureds**, **Claims** or claimants. All such **Claims** or **Loss** shall be deemed to have been made at the time of the first such **Claim** or **Loss**.

4 Cancellation

If this **Policy** is cancelled by the **Named Insured**, the **Underwriters** will refund the unearned premium computed at pro-rata premium for the period for which the policy is in force. No premium will be refunded where any **Claim** or circumstance has been notified under this **Policy**, whether or not it has been accepted for coverage.

5 Other insurance

This **Policy** shall apply in excess of any other valid and collectible insurance (or other indemnity) available to the **Insured**, including any retention or deductible portion thereof, unless such other insurance is specifically written as excess insurance over the Limit of Liability or Aggregate Limit of this **Policy**.

6 Inspection and audit

The **Underwriters** shall be permitted, but not obligated, to inspect any of the **Insured's** property, operations, or records and take copies of same at any time at the **Insured's** cost.

7 Mergers and acquisitions

If any **Named Insured** completes the legal acquisition of another entity during the **Policy Period**, then that acquired entity will automatically be included as an **Insured** but only with respect to **Claims** or **Loss** sustained or occurring after the date of the acquisition and otherwise qualifying for coverage under this **Policy**, unless:

a) that acquired entity has an annual revenue of more than 20% of the **Named Insured's** annual revenue (evaluated according to the last set of audited accounts formally filed by that entity against the information provided by the **Named Insured** when applying for this **Policy**); or

b) unless that acquired entity stores a total number of unique, personally identifiable records that are in excess of 20% of the total unique, personally identifiable records that the **Named Insured** stores (as at the date of completion of such acquisition).

If the above cover is not automatically provided to the newly acquired entity, to obtain cover the **Named Insured** must notify and obtain the written consent of the **Underwriters** prior to the acquisition, and agree to pay any additional premium required.

8 Assignment

The interest hereunder is not assignable by any **Insured**.

9 Innocent Insured

a) Whenever coverage under this **Policy** would be excluded, suspended, or lost owing to non-compliance with Claims Conditions 2. Notice of claim or circumstance, with respect to which any other **Named Insured** shall be in default solely as a result of such non-compliance, then such insurance as would otherwise be afforded under this **Policy** shall cover and be payable to those **Insureds** who did not personally commit or personally participate in committing or personally acquiesce in such failure to give notice, provided that the **Insured** entitled to the benefit of this provision shall comply with Claims Conditions 2. Notice of Claim or Circumstance promptly after obtaining knowledge of the failure of any other **Insured** to comply therewith.

Any insurance afforded by this provision shall not cover a **Claim** if a member of the **Control Group** knew or should reasonably have known of a **Claim** or circumstance that could reasonably form the basis of a **Claim** or **Loss** and failed to give notice as required by Claims Conditions 2.

Notwithstanding the above, the reporting of any such **Claim** or **Loss** must be made during the **Policy Period** or Extended Reporting Period, if applicable.

b) Whenever coverage under this **Policy** would be excluded, suspended, or lost because of the Insured Misconduct Exclusion, then such insurance as would otherwise be afforded under this **Policy** shall cover and be payable with respect to those **Insureds** who did not personally commit, personally participate in committing, personally acquiesce, or remain passive after having personal knowledge thereof, provided that that the **Insured** entitled to the benefit of this provision shall comply with Claims Conditions 2. Notice of Claim or Circumstance promptly after obtaining knowledge of the failure of any other insured to comply therewith.

10 **Extended Reporting Period**

a) Automatic Extended Reporting Period

The **Named Insured** shall have a period of thirty (30) days following the Expiry Date, specified in Item 2 of the Schedule, in which to give written notice to the **Underwriters** of **Claims** or **Loss**, but only in respect of any **Claim** first made during the **Policy Period** or **Loss** that is first discovered during the **Policy Period** and is otherwise covered by this **Policy**.

b) Extended Reporting Period

In the event of cancellation or non-renewal of this **Policy**, the **Named Insured** shall have the right, upon payment in full and not proportionally or otherwise in part of 100% of the premium specified in Item 4 of the Schedule, to notify the **Underwriters** in writing within thirty (30) days of such cancellation or non-renewal that it requires, and the **Underwriters** shall provide, an Extended Reporting Period of twelve (12) months commencing on the date of such cancellation or non-renewal in which to report any **Claim** first made during the **Policy Period** or **Loss** that is first discovered during the **Policy Period** and is otherwise covered by this **Policy**. The payment of the additional premium for the Extended Reporting Period must be paid to the **Underwriters** within thirty (30) days of the non-renewal or cancellation.

c) The Limit of Liability for the Extended Reporting Period shall be part of, and not in addition to, the Limit of Liability for the **Policy Period**.

d) The right to the Extended Reporting Period shall not be available to the **Insured** where cancellation or non-renewal by the **Underwriters** arises through non-payment of premium or the **Insured's** failure at any time to pay amounts within the applicable **Retention**.

11 Change of Control

In the event of the **Named Insured's** acquisition by or merger into another entity, or the **Named Insured's** liquidation or dissolution, the **Named Insured** may notify the **Underwriters** within thirty (30) days of the actual change of control of the **Named Insured's** election for an Extended Reporting Period of twelve (12) months from the date of such change of control. Such Extended Reporting Period shall cover **Claims** reported or **Loss** notified to the **Underwriters** during this change of control Extended Reporting Period, but only in respect of any **Claim** made during the **Policy Period** or **Loss** incurred during the **Policy Period** which is otherwise covered by this **Policy**.

12 Assistance and cooperation

a) The **Insured** shall cooperate with the **Underwriters** in all investigations relating to this **Policy**. The **Insured** shall execute or cause to be executed all documents and papers and render all assistance as requested by the **Underwriters**, including providing copies of a third party's system security and event logs.

b) Upon the **Underwriters'** request, the **Insured** shall assist in making settlements, in the conduct of all third party dispute resolution procedures and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** with respect to which insurance is afforded under this **Policy**, and the **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses at the **Insured's** own cost.

c) It is a condition precedent to the **Underwriters'** liability that the **Insured** shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award, or dispose of any **Claim** without the **Underwriters'** prior written consent. However, the prompt public admission of a **privacy breach** potentially impacting non-public personally identifiable information as required by governmental privacy legislation or credit card association operating requirements will not be considered as an admission of liability requiring the **Underwriters'** prior consent.

d) The **Underwriters** shall have the right to make any investigation they deem necessary with respect to coverage including the **Application**.

e) The **Insured** shall submit for examination under oath by the **Underwriters'** representative, if requested, in connection with all matters relating to this **Policy**.

13 Warranty by Named Insured

By acceptance of this **Policy**, all **Insureds** agree that the statements in the **Application** are their agreements and representations, which shall be deemed material to the risk, and that this **Policy** is issued in reliance upon the truth thereof. The misrepresentation or non-disclosure in the **Application** of any material matter by the **Insured** or its agent will render the **Policy** null and void and relieve the **Underwriters** from all liability under the **Policy**.

14 **Forfeiture**

Any:

a) action or failure to act by the **Insured** with the intent to defraud the **Underwriters**; or

b) material misrepresentation or non-disclosure of any material fact or claims by the **Insured** in the application or in any supplemental materials submitted to the **Underwriters**;

shall render this **Policy** null and void, and all coverage hereunder shall be forfeited.

15 **Service of suit clause (U.S.A.)**

a) Subject to the application of Claims Condition 3, it is agreed that in the event of the **Underwriters'** failure to pay any amount claimed to be due under this **Policy**, the **Underwriters** herein, at the **Named Insured's** request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of the **Underwriters'** rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or seek a transfer of a case to another court as permitted by the laws of the United States or any state in the United States. It is further agreed that service of process in such suit may be made upon the **Underwriters'** representative, designated in Item 10 of the Schedule, and that in any suit instituted against any one of them upon this contract the **Underwriters** will abide by the final decision of such court, or of any appellate court in the event of an appeal.

b) The **Underwriters'** representative designated in Item 10 of the Schedule is authorized and directed to accept service of process on the **Underwriters'** behalf in any such suit and/or upon the **Named Insured's** request to give a written undertaking to the **Named Insured** that they will enter a general appearance upon the **Underwriters'** behalf in the event such a suit shall be instituted.

c) Pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, the **Underwriters** hereby designate the Superintendent, Commissioner, or Director of Insurance or other officer specified for that purpose in the statute, or his successor in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on the **Named Insured's** behalf or any beneficiary hereunder arising out of this **Policy**, and the **Underwriters** hereby designate the **Underwriters'** representative listed in Item 10 of the Schedule as the person to whom the said officer is authorized to mail such process or a true copy thereof.

16 Construction and Interpretation

a) Any reference to legislation, statute, regulation, or law includes any similar or related law, statute, ordinance, or regulation, any amendments, and any rules or regulations or executive orders promulgated thereunder, or by federal, state, local or other agencies or similar bodies thereof. Any reference to a regulatory or investigative or other state or local governmental body includes any similar, subsidiary or related agency or body.

b) All or part of any provision of this **Policy** which is or becomes void or illegal, invalid or unenforceable by a court or other competent body under the law of any applicable jurisdiction shall be deleted. The parties shall use their best efforts to agree a replacement for the provision deleted which achieves as far as possible the same effect as would have been achieved by the deleted provision had it remained enforceable.

COMMUNICABLE DISEASE ENDORSEMENT

For use on property policies

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

   2.1. for a Communicable Disease, or

   2.2. any property insured hereunder that is affected by such Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

   3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

   3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

   3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

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

CERTAIN UNDERWRITERS AT LLOYD'S SYNDICATE LIST

If Certain Underwriter's at Lloyd's London are listed as security on the Contract Allocation Endorsement attached to the policy, the list of syndicates is shown below:

Account Number: S-2512-1389599-01

Certificate Number	UMR Number	Syndicate Number	Syndicate Abbr	Syndicate Name	% Participation
AOP-261884	B123026AWS1095	0510	KLN	Tokio Marine Kiln Syndicates Ltd.	100.0000%
LPP-261884	B123026AWS1441 - Section 2	1225	AES	AEGIS Managing Agency Limited	100.0000%
AQS-261884	B123026AWS1637 - Section 1	0510	KLN	Tokio Marine Kiln Syndicates Ltd.	39.3258%
AQS-261884	B123026AWS1637 - Section 1	1183	TAL	Talbot Underwriting Limited	33.7079%
AQS-261884	B123026AWS1637 - Section 1	2623	AFB	Beazley Furlonge Limited	11.6609%
AQS-261884	B123026AWS1637 - Section 1	0623	AFB	Beazley Furlonge Limited	4.0694%
AQS-261884	B123026AWS1637 - Section 1	9655	AES	AEGIS Managing Agency Limited ***	11.2360%
AQS-261884-CL	B123026AWS1637 - Section 3	0510	KLN	Tokio Marine Kiln Syndicates Ltd.	100.0000%
MDM-261884	B123022AWS1641 - Section 1	2987	BRT	Brit Syndicates Limited	100.0000%
HCK-261884	B123025AWA1463 - Section 4 - A	1618	KII	Asta Managing Agency Limited	100.0000%
RNR-261884	B123026AWS1643 - Section 1	1458	RNR	RenaissanceRe Syndicate Management Limited	100.0000%
STY-261884	B123026AWS1646 - Section 1	0510	KLN	Tokio Marine Kiln Syndicates Ltd.	100.0000%
HVR-261884	B123026AWS1457 - Section 1	0033	HIS	Hiscox Syndicates Limited	84.2378%
HVR-261884	B123026AWS1457 - Section 1	4444	CNP	Canopius Managing Agents Limited	8.7855%
HVR-261884	B123026AWS1457 - Section 1	2026	AGS	Atrium	6.9767%
RDE-261884	B123026AWS1526	9655	AES	AEGIS Managing Agency Limited ***	33.3300%
RDE-261884	B123026AWS1526	0510	TMK	Tokio Marine Kiln Syndicates Ltd.	33.3300%
RDE-261884	B123026AWS1526	0033	HIS	Hiscox Syndicates Limited	33.3400%
DMX002235-01	B123026AWS1526	9655	AES	AEGIS Managing Agency Limited ***	33.3300%
DMX002235-01	B123026AWS1526	0510	TMK	Tokio Marine Kiln Syndicates Ltd.	33.3300%
DMX002235-01	B123026AWS1526	0033	HIS	Hiscox Syndicates Limited	33.3400%

**** Ki Digital Services Limited as per LPSO Registered Agreement No 9029 with the security being 100% Ki 1618**

***** Aegis London US Property Binder Consortium 9655 2026. All underwriters as per LPSO Registered Consortium No 9655 with security being 80% Syndicate AES 1225,12.5% Syndicate HRP 2689 and 7.5% Syndicate OAK 2843**

PROPERTY LOSS NOTICE

DATE (MM/DD/YYYY)

AGENCY	INSURED LOCATION CODE / DATE OF LOSS AND TIME (AM / PM)
	PROPERTY / HOME POLICY
	CARRIER / NAIC CODE
CONTACT NAME:	POLICY NUMBER
PHONE (A/C, No, Ext):	
FAX (A/C, No):	FLOOD POLICY
E-MAIL ADDRESS:	CARRIER / NAIC CODE
CODE: / SUBCODE:	
AGENCY CUSTOMER ID:	POLICY NUMBER
	WIND POLICY
	CARRIER / NAIC CODE
	POLICY NUMBER

INSURED

NAME OF INSURED (First, Middle, Last)	INSURED'S MAILING ADDRESS
DATE OF BIRTH / FEIN (if applicable) / MARITAL STATUS / CIVIL UNION (if applicable)	
PRIMARY PHONE # ☐ HOME ☐ BUS ☐ CELL / SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL	PRIMARY E-MAIL ADDRESS:
	SECONDARY E-MAIL ADDRESS:
NAME OF SPOUSE (First, Middle, Last) (if applicable)	SPOUSE'S MAILING ADDRESS (if applicable)
DATE OF BIRTH / FEIN (if applicable) / MARITAL STATUS / CIVIL UNION (if applicable)	
PRIMARY PHONE # ☐ HOME ☐ BUS ☐ CELL / SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL	PRIMARY E-MAIL ADDRESS:
	SECONDARY E-MAIL ADDRESS:

CONTACT

☐ CONTACT INSURED

NAME OF CONTACT (First, Middle, Last)	CONTACT'S MAILING ADDRESS
PRIMARY PHONE # ☐ HOME ☐ BUS ☐ CELL / SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL	
WHEN TO CONTACT	PRIMARY E-MAIL ADDRESS:
	SECONDARY E-MAIL ADDRESS:

LOSS

LOCATION OF LOSS STREET:	POLICE OR FIRE DEPARTMENT CONTACTED
CITY, STATE, ZIP:	REPORT NUMBER
COUNTRY:	
DESCRIBE LOCATION OF LOSS IF NOT AT SPECIFIC STREET ADDRESS:	
KIND OF LOSS ☐ FIRE ☐ LIGHTNING ☐ FLOOD ☐ _____ ☐ THEFT ☐ HAIL ☐ WIND	PROBABLE AMOUNT ENTIRE LOSS
DESCRIPTION OF LOSS & DAMAGE (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)	
REPORTED BY	REPORTED TO

AGENCY CUSTOMER ID: _____

REMARKS

APPLICABLE IN ALABAMA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

APPLICABLE IN ALASKA

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

APPLICABLE IN ARIZONA

For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

APPLICABLE IN ARKANSAS, DELAWARE, KENTUCKY, LOUISIANA, MAINE, MICHIGAN, NEW JERSEY, NEW MEXICO, NEW YORK, NORTH DAKOTA, PENNSYLVANIA, RHODE ISLAND, SOUTH DAKOTA, TENNESSEE, TEXAS, VIRGINIA, AND WEST VIRGINIA

Any person who knowingly and with intent to defraud any insurance company or another person, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and [NY: substantial] civil penalties. In LA, ME, TN, and VA, insurance benefits may also be denied.

APPLICABLE IN CALIFORNIA

For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

APPLICABLE IN COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

AGENCY CUSTOMER ID: _____

APPLICABLE IN THE DISTRICT OF COLUMBIA

Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

APPLICABLE IN FLORIDA

Pursuant to S. 817.234, Florida Statutes, any person who, with the intent to injure, defraud, or deceive any insurer or insured, prepares, presents, or causes to be presented a proof of loss or estimate of cost or repair of damaged property in support of a claim under an insurance policy knowing that the proof of loss or estimate of claim or repairs contains any false, incomplete, or misleading information concerning any fact or thing material to the claim commits a felony of the third degree, punishable as provided in S. 775.082, S. 775.083, or S. 775.084, Florida Statutes.

APPLICABLE IN HAWAII

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

APPLICABLE IN IDAHO

Any person who knowingly and with the intent to injure, defraud, or deceive any insurance company files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

APPLICABLE IN INDIANA

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

APPLICABLE IN KANSAS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

APPLICABLE IN MARYLAND

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN MINNESOTA

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

APPLICABLE IN NEVADA

Pursuant to NRS 686A.291, any person who knowingly and willfully files a statement of claim that contains any false, incomplete or misleading information concerning a material fact is guilty of a felony.

APPLICABLE IN NEW HAMPSHIRE

Any person who, with purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

APPLICABLE IN OHIO

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

APPLICABLE IN OKLAHOMA

WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

APPLICABLE IN WASHINGTON

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.